Ref: RFXWY/CS-IE/2026/S1

Date: 16th November 2026

To: ALL BIDDERS

RIRONI-GILGIL(A8) &RIRONI-MAAI MAHIU-NAIVASHA (A8 SOUTH) ROAD PPP PROJECT

TENDER No. RFXWY/CS-IE/2026/S1

SUBJECT: ADDENDUM No. 1 AND CLARIFICATION NO.1

Reference is made to the tender notice published in the Daily Nation and Standard newspaper on 23rd October 2026 and subsequently uploaded on the CRBC, NSSF and KeNHA websites.

Please find attached Addendum No.1 and Clarifications No.1 for your attention.

All other details remain as per the RfP Document.

Procurement Secretariat

China Road and Bridge Corporation (Kenya)

For the joint tender of KeNHA, CRBC and NSSF

REQUEST FOR PROPOSALS FOR THE CONSULTANCY SERVICES FOR THE SELECTION OF THE INDEPENDENT EXPERT(IE) CONSTRUCTION STAGE -RIFT EXPRESSWAY-RIRONI-GILGIL(A8)&RIRONI-MAAI MAHIU-NAIVASHA(A8 SOUTH) ROAD PPP PROJECT

ADDENDUM NO.1

No.	RFP Section / Reference	Existing Provision	Amendment Made
1	Section 7 - Independent Expert Agreement Clause 19.1 and 19.2, Page 86 of 100	Clarification Regarding Clause 15.8 of the Project Agreement – Specific early works certification Fees Clause 19.2 refers to Clause 15.8 of the Project Agreement concerning the allocation of costs associated with verification and certification of specific Early Works. However, the referenced Clause 15.8 has not been made available as part of the RFP documents kindly provide the relevant extract of Clause 15.8 of the Project Agreement and clarify the applicable mechanism for determining and allocating the fees associated with Early Works verification and certification.	**Clause 19.2 has been amended to add clauses 15.8 and 15.10 from the Project Agreement as follows:** *Clause 15.8:If the Early Works commences pursuant to this Clause 15, such Early Works will be undertaken at the cost Of the Sponsor (or project Company as the case may be) and the Sponsor or Project Company shall only be paid for the Early Works after the Effective Date in accordance with Clause 15. 10(b), unless the Agreement is terminated before the Effective Date, in which case, notwithstanding any other provision to the contrary and without prejudice to any other payments due to or by the Sponsor or Project Company, the Contracting Authority shall pay to the Sponsor or Project Company compensation equal to the full cost incurred in respect of the Early Works (including mobilisation and demobilisation costs, as well as investments in plant, equipment, facilities and materials required for the Works during the Construction Period) duly certified by the Independent*

			Expert within twenty eight (28) days of the date Of such certification (and the Independent Expert shall be engaged by the Parties prior to the Effective Date to certify such Early Works Costs, with the Independent Expert's costs being borne equally by both Parties). *Where Clause 15.10 states:* *The Contracting Authority agrees that:* *(a) in the event the Effective Date is not achieved and the Agreement is terminated, full costs incurred by the Sponsor (or Project Company as the case may be) on the account of Early Works shall be reimbursed in accordance with Clause 15.8, notwithstanding how fault is attributable to the Parties. Such reimbursement amount (the Early' Works Costs) shall be calculated with reference to the costs mentioned in the Early Works Programme; and* *(b) in the event the Effective Date is achieved, then costs incurred by the Project Company for Early Works shall be deemed part of the Works.*
2	General	The mandatory qualification requirement stipulates that the Bidder must have completed a similar assignment as Independent Engineer on a PPP project in Kenya, with a construction cost exceeding USD 450 million, within the five years preceding the Bid Due Date.	The Relevant Experience (Mandatory qualification requirements) has been amended to read as follows: The Bidder must have completed a similar assignment as Independent Engineer on a PPP project in Kenya

		1. Whether the USD 450 million threshold is an absolute mandatory eligibility requirement, notwithstanding the provision for awarding technical marks under Criterion B2 for projects of lower value. 2. Whether ongoing Independent Engineer assignments on PPP projects, where substantial services have already been completed, may be considered for satisfying the mandatory relevant experience requirement for technical scoring under Criteria B1, B2 and B3. 3. Whether the Employer would align the mandatory project-value threshold with the technical evaluation criteria to allow participation by bidders having relevant PPP experience on projects of lower value. However, Criterion B2 of the Technical Evaluation provides for the award of marks for qualifying PPP projects with values exceeding USD 100 million, including projects valued below USD 450 million	within the five (5) years preceding the Bid Due Date. The Bidder shall provide a reference letter from the Employer confirming satisfactory completion. The supporting evidence shall identify the project, its location in Kenya and PPP structure, the construction cost, the entity that performed the assignment and its relationship to the Bidder, the Independent Engineer role and the date of completion. This evidence shall be clearly identified in Envelope 1 as evidence of the mandatory experience requirement. Every Bidder shall also complete Annex-3E andAnnex-3F for the experience scoring under paragraph 2.20, Part B. Failure to satisfy this mandatory experience requirement shall result in rejection before technical scoring.
3	Section 7 - Independent Expert Agreement Clause 19.7, Page 86 of 100 and Schedule	Payment Period for Approved Invoices: Clause 19.7 refers to payment of approved invoices within the period specified in Schedule 3, while Schedule 3 is to be finalised at contract execution.	**Clause 19.7 has been amended to read as follows:** The Private Party shall pay approved invoices within thirty (30) calendar days from the date of approval in accordance with Clause 19.5 and Schedule 3, with the Sponsors responsible before novation and the Project Company responsible thereafter in accordance with Clause 2. The Contracting Authority shall pay only its

	3, Page 99 of 100	Kindly confirm the intended payment period, calculated from approval of the Independent Expert's invoice for consideration in the Financial Proposal.	expressly allocated share of specific Early Works certification costs under Clause 19.2.
4.	Clause 2.20 and Annexes 3E–3G	Technical evaluation of JV/consortium members Please confirm whether a JV/consortium will be evaluated as one Bidder using the qualifying credentials and resources of its members collectively, or whether individual members must separately satisfy any technical criteria. Please identify, for each Part A criterion and Part B criterion B1–B10, the requirements applicable to the consortium collectively, the lead member and each other member. Kindly confirm whether any minimum contribution, participation percentage or weighting applies to individual members	Clause 2.20 has been amended as follows with an insertion of the Evaluation of Consortium Bids For purposes of evaluation, a Consortium shall be treated as a single Bidder. The experience and qualifications of individual Consortium Members may be considered collectively for purposes of scoring under Part B of Clause 2.20, provided that the relevant experience was undertaken by the Consortium Member claiming such experience and is supported by the documentary evidence required under the RFP. Notwithstanding the above, at least one Consortium Member shall independently satisfy the mandatory experience requirement under Clause 2.11. The mandatory experience requirement shall not be satisfied solely through the aggregation of separate assignments undertaken by different Consortium Members. For purposes of assessing financial capacity under Part A of Clause 2.20, the financial capacity of the Consortium Members may be considered collectively, provided that each member's financial information is separately disclosed and supported by the required audited financial statements. The Consortium

			Members shall remain jointly and severally liable for the performance of the assignment. The Lead Member shall be responsible for coordinating the Consortium's activities and acting as the principal representative of the Consortium throughout the procurement process and, where successful, during contract implementation. No minimum percentage of participation by an individual Consortium Member shall apply unless expressly stated in the RFP. Each Consortium Member shall clearly identify its proposed role, scope of participation and contribution to the assignment. Experience shall only be attributed to the Consortium Member that actually undertook the relevant services.
5.	Clause 2.11 Minimum Qualification Requirements	Relevant Experience (Mandatory qualification requirements) The requirement for experience on projects of similar calibre as Independent Engineer in Kenya with a construction value of USD 450 million may effectively exclude most Kenyan and foreign consulting firms, considering that very few infrastructure projects of comparable magnitude have been undertaken locally within the last 5 years in Kenya. This Clause	The Relevant Experience (Mandatory qualification requirements) has been amended to read as follows: The Bidder must have completed a similar assignment as Independent Engineer on a PPP project in Kenya within the five (5) years preceding the Bid Due Date. The Bidder shall provide a reference letter from the Employer confirming satisfactory completion. The

		is discriminatory and significantly limits opportunities for qualified consultancies to demonstrate their technical capabilities, notwithstanding their relevant experience in highway design, construction supervision and contract administration. Hence we request your office to change this clause and minimize the requirement.	supporting evidence shall identify the project, its location in Kenya and PPP structure, the construction cost, the entity that performed the assignment and its relationship to the Bidder, the Independent Engineer role and the date of completion. This evidence shall be clearly identified in Envelope 1 as evidence of the mandatory experience requirement. Every Bidder shall also complete Annex-3E andAnnex-3F for the experience scoring under paragraph 2.20, Part B. Failure to satisfy this mandatory experience requirement shall result in rejection before technical scoring.
6.	Tender Data Sheet page 16	Bid Due Date and Time The Due Date is 20th November 2026(East Africa Time), we would request your esteemed self to extend the due date of submission by 10 days time so that our document could reach your office well before the due date and time.	The Bid Due Date and Time has been amended to : 30th November 2026 at 12:00 noon (East Africa Time)
7.	Annex 5D: page 57 of 100	**Breakdown of Reimbursable Expenses,** In Annex 5D Breakdown of Reimbursable Expenses, Page 57 of 100, Item 1.01 - Miscellaneous reimbursable allowance for IE activities, the bidder is required to provide quotation for the task. Since the tasks or the instructions to be given by the Employer are not made clear to the bidders at this time, can the Client provide under this item Provisional Sums (PS) to be expended as instructed. The Provisional Sums can be provided in the same	Item No. 1.01 of the Breakdown of Reimbursable costs has been amended as follow Y/NO | Description | Unit | Quantity | Unit Price(KES) | Total Amount(KES) 1.01 | Miscellaneous reimbursable allowance for IE activities, only where | LS | 1 | 1,000,000 | 1,000,000

way as provided under Item 1.03 of the same Table (CPD/On Site Training)

Y/NO	Description	Unit	Quantity	Unit Price(KES)	Total Amount(KES)
1.01	Miscellaneous reimbursable allowance for IE activities, only where instructed or approved in writing by the Employer	LS	1	Bidder to Quote	Bidder to Quote

	instructed or approved in writing by the Employer				

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CLARIFICATION NO.1

No.	RFP Section / Reference	Existing Provision / Inconsistency	Clarification
1.	Section 6 - Terms of Reference - Construction-Stage Independent Expert, Clause 6.7, Page 67 of 100	Minimum Deployment of Non-Key Personnel: Although the RFP provides indicative Non-Key Personnel categories and requires the Bidder to propose adequate resources, the minimum number of personnel against each category has not been prescribed. Kindly clarify whether the Employer has any proposed staffing numbers for each Non-Key Personnel category.	The Bidder shall determine and propose the appropriate number, level of effort and deployment schedule for these personnel. All associated costs shall be deemed included in the rates and fees quoted for the Key Personnel and shall not be paid separately.
2.	Section 6 - Terms of Reference - Construction-Stage Independent Expert, Clause 6.7, Page 67 of 100 Reference: Sections 4 and 6.7	Non-Key Personnel in Technical Proposal: It is understood that the proposed Non-Key Personnel shall be included in the Technical Proposal, indicating their respective positions, numbers, man-month inputs and deployment schedules. Kindly confirm whether individual CVs of Non-Key Personnel are also required.	For Non-Key Personnel, individual CVs are not mandatory at the bid submission stage. However, Bidders shall provide sufficient details of the proposed Non-Key Personnel, including their respective positions, numbers, estimated man-month inputs and deployment schedules, to demonstrate the adequacy of the proposed resources in delivering the Services.
3.	Section 6 - Terms of Reference - Construction-Stage Independent Expert, Clause 6.4, Item 1 Page 59 of 100	Extent and Status of Early Works Kindly provide details of Early Works already executed or presently under execution, including the nature of activities, approximate quantities, estimated value, commencement dates and anticipated completion programme, to enable the Bidder to assess the resources and level of effort required for retrospective and contemporaneous verification.	The Extent and Status of the Early Works shall be provided to the pre-selected bidder

4.	Section 6 - Terms of Reference - Construction-Stage Independent Expert, Clause 6.4, Item 1 Page 59 of 100	Verification of Previously Completed Early Works Where Early Works have been completed prior to the Independent Expert's appointment, kindly clarify the acceptable basis of verification and certification, particularly where direct physical measurements or inspections are no longer practicable.	Verification may involve examining available project records, including approved drawings, as-built records, site inspection reports, measurement records, material test results, delivery records, invoices, payment documentation, and photographic evidence. Where physical verification of completed works is no longer practicable, the assessment may be based on the available supporting documentation and other verifiable evidence. The Bidder should adequately consider the proposed approach in its technical proposal.
5.	Section 6 - Terms of Reference - Construction-Stage Independent Expert, Clause 6.9, Page 69 of 100 and Tender Data Sheet E, Pages 16–17	Construction Close out Punch list Support Period The initial IE Agreement is for 24 months, whereas the Construction Close-Out/ Punch List support period is indicated as up to 12 months following construction completion. Kindly clarify whether the close-out services are required to be completed within the initial 24-month term or whether a separate extension will be provided where construction completion occurs beyond this period.	The initial contract period is 24 months, as provided in the RFP. The close-out and punch-list period may extend for up to 12 months after Final Completion, subject to the project programme and the written extension provisions under Clause 3 of the Independent Expert Agreement. The financial proposal should therefore be prepared based on the initial 24-month contract period, with any extension being subject to the applicable provisions of the contract.
6.	Section 7 - Independent Expert Agreement Clause 19.1 and 19.2, Page 86 of 100	Clarification Regarding Clause 15.8 of the Project Agreement – Specific early works certification Fees Clause 19.2 refers to Clause 15.8 of the Project Agreement concerning the allocation of costs associated with verification and certification of specific Early Works. However, the referenced Clause 15.8 has not been made available as part of the RFP documents	**Refer to Addendum No. 1, Item No.1**

		kindly provide the relevant extract of Clause 15.8 of the Project Agreement and clarify the applicable mechanism for determining and allocating the fees associated with Early Works verification and certification.	
7.	Clause 2.20 and Annexes 3E–3G	Technical evaluation of JV/consortium members Please confirm whether a JV/consortium will be evaluated as one Bidder using the qualifying credentials and resources of its members collectively, or whether individual members must separately satisfy any technical criteria. Please identify, for each Part A criterion and Part B criterion B1–B10, the requirements applicable to the consortium collectively, the lead member and each other member. Kindly confirm whether any minimum contribution, participation percentage or weighting applies to individual members	Clause 2.1 permits submission of a bid by a single consulting entity or a consortium comprising a maximum of three (3) members. A consortium shall submit one bid, with the consortium members identified and their respective roles and responsibilities clearly indicated. The consortium agreement should identify the lead member and provide for the applicable joint and several liability obligations. **Refer to Addendum No.1, Item No.4**
8.	Annexes 3E and 3F	Reliance on affiliate experience The experience forms provide for references held by an affiliate. Please define an eligible affiliate and confirm whether affiliate experience is admissible for both mandatory qualification and technical scoring. Please specify the ownership/control evidence, resource commitments and undertakings required	The relevant forms in the RFP provide for disclosure of experience undertaken by affiliates. Where a Bidder relies on the experience of an affiliate, the Bidder should clearly identify the affiliate, describe its relationship with the Bidder and provide details of the assignment and the entity that actually performed the services. The Bidder should also demonstrate the availability of the relevant resources and personnel where such experience is relied upon. Any reliance on affiliate

			experience remains subject to the conflict-of-interest provisions under Clause 2.3 of the RFP.
9.		Project value and length attributable to previous JV assignments Where a member's reference was undertaken through a previous JV, please confirm whether the full project construction value and route length are recognised or whether these are limited to that member's contractual share or actual scope. Please specify the applicable currency-conversion date and exchange-rate source for project values	Where an assignment was undertaken through a previous JV, the project construction value and route length attributable to the member claiming the experience should be supported by evidence of that member's actual scope of participation and responsibility. The full project construction value or route length should not automatically be attributed to an individual JV member solely by virtue of its membership in the JV. Any conversion between USD and KES shall use the exchange rate published by the Central Bank of Kenya as at the Bid Closing Date.
10.	Clause 2.11 and Annexes 3E–3F	Completion requirements for experience references Please distinguish between completion of the consultancy assignment, completion of construction and completion of the overall concession. In particular, please confirm whether completed construction-stage IE services qualify where the project remains in its operations or defects period and specify acceptable completion evidence;	Completion of Consultancy Assignment is the 24-month duration as stipulated in the RfP. Completion of Construction is the final date when the Completion Certificate is issued and may or may not coincide with the Completion of Consultancy assignment Overall concession is the 30-year period inclusive of Construction period and Operation and Maintenance. Completed construction-stage IE services will therefore qualify, provided that the IE assignment

			has been completed satisfactorily and the construction works have achieved the relevant completion milestone, even where the project remains within its defects notification period or has proceeded into the operations phase. However, where the IE's construction-stage appointment or the relevant construction works remain incomplete, the assignment should not be presented as completed experience.
11.	Part A criteria 2 and 5	Kenyan office and professional registration Please confirm whether an existing Kenyan office maintained by one consortium member satisfies the operational-presence criterion for the consortium. Please also clarify the firm registration requirements for each member and whether equivalent foreign professional registration is sufficient at bid stage for proposed international experts, with Kenyan registration obtained before deployment where required	Where a consortium is involved, the availability of office premises belonging to one of its members may be presented, provided that the Bidder demonstrates that the premises will be available to support the assignment and the proposed mobilisation arrangements. With regard to professional registration, the RFP requires the Bidder to provide evidence of registration as a consulting firm with the Engineers Board of Kenya (EBK), or equivalent registration in its country of origin. For proposed individual professionals, registration under the applicable Kenyan laws or equivalent registration in the jurisdiction of qualification is required, as provided in the RFP. Any additional statutory registration or licensing requirements applicable to professional practice in Kenya shall remain applicable.
12.	Part B : Experience ,Qualifications and Methodology page 12-13	We are required to submit the Firm Experience for B1, B2, B3, B4, B5 and B6 on page 12 of 100 and 13 of 100 of the RFP.	The mandatory experience requirement under paragraph 2.11 requires the Bidder to have completed a similar Independent Engineer assignment on a PPP project in Kenya within the five (5) years preceding the Bid Due Date,

		We request you to kindly confirm the last number of years for which Project experience are to be submitted in the Technical proposal.	supported by an Employer's reference confirming satisfactory completion. The mandatory qualification requirement is separate from the experience scoring under Part B.
13.	Technical Proposal page 27-30: or page 43 of 100	We would like to request you to kindly confirm the Project Fact Sheet to be considered for the Technical Proposal: A. Section 3 -Qualification Documents and Standard Forms, ANNEX -3E and ANNEX -3F, pages 27 to 30 of 100 of the RFP **OR** B. Section 4 - Technical Proposal - Standard Forms, SECTION B: Consultant's Experience, Page 43 of 100 of the RFP	Bidders are required to complete and submit Annexes 3E and 3F under Section 3 for the purpose of demonstrating and evaluating the institutional experience under paragraph 2.20, Part B, criteria B1 to B6. Section 4, Section B (Consultant's Experience) forms part of the Technical Proposal and should also be completed in accordance with the instructions provided therein. It does not replace the prescribed experience forms under Annexes 3E and 3F. Bidders should therefore submit both sets of information, ensuring consistency in the project details and experience claimed.
14.	Annex 3B : page 22 of 100	ANNEX-3B: NOTARISED AUTHORITY TO SUBMIT A BID AND DESIGNATE AN AUTHORIZED REPRESENTATIVE We would like to inform you that our company has necessary Board Resolution and Power of Attorney for Signatory for submission of Proposal/ Bid and who is further authorized to	The Procuring Entity may accept a Bidder's existing Board Resolution and Power of Attorney in place of the prescribed Annex 3B format, provided that the submitted documents are duly executed and provide equivalent evidence of

		delegate authority to our company official/s for signing of Bid/ Proposal for submission. We would therefore sincerely request you to kindly exempt the Annex 3B format on page 22 of 100 of the RFP, Authority to submit the Bid, and please allow and consider the Bidder Board Resolution and Power of Attorney as stated above for submission of the Bid, Please consider and confirm.	authority to submit the Bid and designate the authorised representative. The documents must clearly establish the authority of the person signing the Bid and, where applicable, the authority to delegate such powers to another company official. The documents shall also satisfy the applicable notarisation and other formal requirements prescribed under Annex 3B. For a Consortium, each Consortium Member shall continue to comply with the requirements of Annex 3C.
15.	Bid Due Date Submission	We hereby sincerely request you to kindly extend the Proposal submission date by at least ten (10) days i.e., up to 30th November, 2026, for your kind consideration and confirmation	**Refer to Addendum No.1, Item No. 6**
16.	Annex 5B page 52 -53 of 100	BILL OF QUANTITIES-KEY PERSONNEL REMUNERATION On page 52 of 100 of the RFP, the time input for the Project Director/IE Representative is indicated as 24 months; however, on page 54 of 100 of RFP, paragraph l, it is stated that the Project Director, PPP Contracts Expert and Legal Advisor (PPP Infrastructure) shall be "Home" based, with periodic site visits conducted when required. There appears contradiction in the two references. Whereas under Page 52, the Project Director inputs are for a full-time expert, Page 54 states that the Project Director will be making periodic site visits when required. Kindly clarify as to whether the Project Director is full-time engagement for the	The minimum input of twenty-four (24) man-months indicated in Annex 5B represents the aggregate minimum input for the Project Director / IE Representative over the initial twenty-four (24)-month contract term. The provision that the Project Director shall be home-based means that the position is not required to be permanently stationed at the project site. However, the Project Director shall remain available to provide the required services throughout the contract period and undertake site visits whenever necessary.

		Contract period or will be required to be making periodic Site Visits when required.	Bidders shall therefore price the position based on the stipulated minimum input of twenty-four (24) man-months, taking into account the home-based arrangement and periodic site visits.
17.	Annex 5B page 54 of 100	Non-Key Personnel The RFP has not provided a guide as to the number and Time-inputs for Non- Key staff. The Bid price will be skewed against bidder with adequate provision for Non-keys staff compared to those with minimal and inadequate provision. In order to have a uniform basis for Financial Proposal, the Client should consider providing staff category, the number in each category and time-inputs for each category of Non- key Staff.	All costs associated with Non-Key Personnel, including support, inspection, laboratory, survey, safety, planning, document-control and administrative staff, shall be deemed to be included in the monthly fee rates quoted for the Key Personnel. Bidders are required to propose and deploy sufficient Non-Key Personnel, as necessary, to adequately discharge the Services in accordance with their proposed methodology, work plan and project requirements.
18.	Annex 5B page 52 of 100	List of Key Personnel The following categories of staff appear to be missing under the list provided on page 52 of 100, • Surveyors • Electrical Engineer	The necessary surveying and electrical engineering personnel may be proposed as Non-Key Personnel, as appropriate, with their associated costs included in the Key Personnel monthly fee rates, in accordance with paragraph 6.7 and Annex 5B.
19.	Project Facilities	The Client should confirm if the Independent Expert will be provided by the Client with the following facilities, • Offices • Laboratory for testing of materials • Transport	The Client shall not provide laboratory for testing of materials, offices and transport. However, the Bidder should make adequate provision for the facilities, equipment, personnel and logistical arrangements necessary to undertake the

			assignment in accordance with the Terms of Reference. Any reimbursable expenses shall be provided for and priced in accordance with Annex 5D and the applicable requirements of the RFP.
20.	Clause 6.6 page 65 of 100	Key Personnel and Minimum Experience Could you confirm whether a lead bidder may nominate the K12 Legal advisor through a named Kenyan Law Firm acting as subconsultant , or whether the advisor must be proposed by a member of the bidding consortium.	The Bidder may nominate the K12 – Legal Advisor (PPP / Infrastructure) through a named Kenyan law firm engaged as a sub-consultant. The Legal Advisor is not required to be proposed by a member of the bidding consortium. In accordance with the Key Personnel submission requirements, the Bidder shall clearly identify the proposed Legal Advisor, the associated law firm and the individual's relationship with the Bidder, indicating that the individual is engaged through a sub-consultant. The proposed Legal Advisor must meet the minimum qualifications and experience requirements under paragraph 6.6, including holding an LLB degree, being a qualified legal practitioner, and having relevant infrastructure/PPP experience and familiarity with Kenyan law and PPP frameworks. The Bidder shall also demonstrate the proposed Legal Advisor's availability and commitment to provide the required aggregate input of eight (8) man-months. The Bidder shall remain fully responsible for the performance of the Services, including those delivered through its sub-consultants. Any subsequent replacement of

			approved Key Personnel shall be subject to the requirements of Clause 15.2 of the IE Agreement.