



**MINISTRY OF TRANSPORT & INFRASTRUCTURE
STATE DEPARTMENT FOR INFRASTRUCTURE**

KENYA RURAL ROADS AUTHORITY

ROADS10,000 PROGRAMME

**DEVELOPMENT OF 10,000 KM OF ROADS SUPPORTING PRIMARY GROWTH
SECTORS THROUGH CONTRACTOR FACILITATED FINANCING MECHANISM
(PHASE 1)**

Tender Number: KeRRA/ANNUITY/002/2021-2022

Lot No. 33

**QUALIFICATION DOCUMENT FOR EXPRESSION OF INTEREST FOR REQUEST FOR
APPLICATION TO PREQUALIFY FOR CONSULTANCY SERVICES FOR
SUPERVISION OF NGONG-KISERIAN-ISINYA AND .KAJIADO-IMARORO UNDER
LOT 33 (REQUEST FOR QUALIFICATION)**

DECEMBER, 2021

The Director [Road Asset Management]
Kenya Rural Roads Authority
P.O. BOX 48151-00100
NAIROBI

The Director General
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GLOSSARY

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1, and Definitions Clause (3)
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
Concessionaire Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
DBFM	As defined in Clause 1.1.1
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of *****
Grant	As defined in Clause 1.2.8
Highest Bidder	As defined in Clause 1.2.8
ITP	As defined in Definitions Clause (2)
Joint Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Partner	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 ()
Phase	As defined in Clause 2.2.13
PPP	Public Private Partnership
Premium	As defined in Clause 1.2.8
Package	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capability	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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Definitions

(1) **ITP (Invitation to Prequalify)** is the tender notice published by the Authority Kenya Local Daily Newspapers

(2) **'Authority' shall** mean;

Kenya Rural Roads Authority as defined in the Roads Act 2007
Including its successors and assignees

DISCLAIMER

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and

submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

1. The Government of the Republic of Kenya through the Ministry of Transport, Infrastructure, Housing and Urban Development represented by the **Kenya Rural Roads Authority (KeRRA)**, being a state corporation established under the Kenya Roads Act, 2007 has identified the need to **Operate and Maintain** the reconstructed **Ngong-Kiserian– Isinya road (D523) and upgraded to bitumen standard of Kajiado–Imaroro road (D524) under Lot 33**. These roads are intended to support the primary growth sectors of Commerce, Tourism, Agriculture and Rural Production, and Extractive Industries.
2. The Projects are being implemented under Finance, Design, Build, Maintain and Transfer arrangement
3. The Authority therefore seeks to procure Consultants with the capability to fulfil the roles of an Independent Expert (Engineer) as set out in the Public Finance Management (Roads Annuity Fund) Regulations, 2015
4. The Authority intend to pre-qualify a maximum of six (6) suitable consultants who will be eligible for participation in the competitive selection process at the proposal stage in accordance with the procedure set out in this RFQ.
5. The selected Consulting firm, shall have the requisite capacity for and be responsible for their obligations during the Operation and maintenance period of the contract.
6. The Consulting firm shall perform its duties for a period of three (3) years after which the Contract shall either be terminated, renewed or reviewed.

7 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a one-stage process (referred to as the "**Bidding Process**") for selection of the consultant for prequalification.

1.2.2 The consultants are hereby called upon to submit their prequalification documents in accordance with this RFQ and other documents pursuant to the requirements contained in the documents issued by the authority. The RFQ for the Project will be provided on Treasury IFMIS supplier portal; **supplier.treasury.go.ke** or/and our website **www.kerra.go.ke** free of charge. The RFQ shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids.

1.2.3 During the Bid Stage, Bidders are invited to examine the Project(s) in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project(s). The Employer has not organized a PRE-BID site visit due to COVID regulations and Bidders are encouraged to visit the site on their own.

1.2.4 As part of the Bidding Documents, the Authority will provide draft Contract Agreements and, where available [project reports/ feasibility] report prepared by the Authority and other information pertaining/ relevant to the Project available with the Authority.

1.2.5 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.6 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for Roads 10,000 Annuity Project".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
<u>Bid Stage</u>	Estimated Date
1. Issuance of RFQ	22 nd December 2021
2. Last date for receiving queries	10 days before RFQ due date

- | | | |
|----|---|-------------------------------|
| 4. | Authority response to queries latest by | 5 days before bid due date |
| 5. | RFQ Due Date | 13 th January 2022 |
| 6. | Opening of Bids | On Bid Due Date |
| 7. | Letter of Award (LOA) | To be specified |
| 8. | Validity of Bids | 120 days after Bid Due Date |
| 9. | Signing of Contract Agreement | To be specified |

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive applications for Qualification in order to pre-qualify experienced and capable Consulting Firms for the Request for Proposal (RFP) Stage.
- 2.1.2 Pre-qualified Applicants may be subsequently invited to submit the RFP for the Projects

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

(a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project(s). However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Joint Venture.

(b) An Applicant may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Qualification Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such

controlling person in the Subject Person; and (bb) subject always to sub- clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-

clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- () a constituent of such Applicant is also a constituent of another Applicant; or
- () such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

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- (iii) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (iv) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project(s) is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project(s). For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of ITP. Nor will this disqualification apply where such adviser is engaged after a period of 2 (two) years from date of the last engagement with the Authority.

Explanation: In case an Applicant is a Joint Venture, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 Additional requirements of an Applicant to be qualified

To be pre-qualified, an Applicant shall fulfill the following conditions:

A. APPLICANT'S EXPERIENCE

1) Technical Capacity:

For demonstrating technical capacity and experience (**the "Technical Capacity"**), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (i) Experience in carrying out feasibility study, environmental and Social impact study and detailed engineering design, and Construction supervision, quality assurance plan and procedures of roads to paved standards as well as review of safety reports, .
- ii) Should have supervised an Engineering, Procurement and Construction contract as well as an Operation and Maintenance contract in at least two projects worth Kshs. 2 Billion and above
- iii) Must possess prior experience in supervising a contract under public private

partnership mechanism in at least 2 previous projects worth at least Kshs. 2 Billion

- (iv) Must have undertaken a detailed engineering design and construction supervision of at least 20Km within the last five (5) years;
- (v) Must have assisted parties in design, construction, operation and maintenance contracts with the resolution of disputes.
- (vii) Must have experience in Project Financing with experience in financial modelling in a major highway project under the PPP model on a long-term basis on at least 2 previous successfully completed road.

The Applicant shall provide evidence for the stated experience in the form of completion certificate or/and any other acceptable form detailing the contract, date of award, date of completion, amount of contract, role played by applicant, scope of works (including physical size, complexity and methodology/technology used) as well as full details of the Employer.

2) **Financial Capacity:**

For demonstrating financial capacity (the “**Financial Capacity**”), the Applicant shall demonstrate the following:

- (i) The consultant shall submit audited accounts in accordance with the international financial reporting standards (IFRS) for the last Three (3) years to demonstrate the current soundness of the applicant’s financial position and its prospective long term profitability and capacity to have a cash flow amount of **Kshs 10 million or equivalent**;
- (ii) The Applicant shall demonstrate a minimum average annual turnover of **Kshs 60 million** or equivalent over the last 3 years;
- (iii) In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

3) **Managerial Capacity:**

For demonstrating managerial capacity, the Applicant shall provide the organization structure along with the Curriculum Vitae (CV) and testimonials of key management staff.

In case of a joint venture or consortium, the combined technical, Financial, and managerial capability of all Members, should satisfy the above conditions;

2.2.3 The Applicant may be a single entity or a group of entities (hereinafter referred to as ‘Consortium’), coming together to implement the Project. The term Applicant used hereinafter would therefore apply to both a single entity and a Consortium. The Applicant should submit a Power of Attorney as per the format enclosed at **Annex 2A**, authorizing the signatory of the Proposal to commit the Applicant. In case the Applicant is a Consortium, it must comply with the additional requirements for Bidding as a Consortium as specified in Clause 2.2.4 of this RFQ.

2.24 In case the Applicant is a Consortium, the members of the Consortium shall furnish a Power of Attorney designating one of the members, as per the Memorandum of Understanding (MoU), as their Lead Member (Lead Member is a member who meets at least 50% of either the technical or financial qualification criteria and holds at least

26% of aggregate equity shareholding of the Consortium). A prescribed format for submitting the MoU along with the key Clauses that should be contained in the MOU is provided at Annex 2C. The authorized representatives of the members shall duly sign the Power of Attorney. The Power of Attorney shall be duly furnished and attested by notary public.

- (d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, construction supervision and O&M obligations;
- (e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) The members of a consortium shall form an appropriate entity to execute the Project, if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in Appendix-IV (the “**Joint Bidding Agreement**”), for the purpose of making the Application and submitting a Bid. The joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) Convey the intent to form an entity/Consortium with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Contract Agreement and subsequently perform all the obligations of the Consortium in terms of the Contract Agreement, in case the Contract for the Project is awarded to the Consortium;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

2.2.7 Any entity which has been barred by the Government, or any entity controlled by it, from participating in any project (Annuity or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate

The applicants shall list the Non-performing contracts it has had in the last Five years (in Kenya Shillings) while indicating the full details of the employer, reasons for non-performance and whether they have been resolved or still pending. All pending litigations against the lead partner shall in total not represent more than 50% of the lead partner’s net worth and shall be treated as resolved against the Consortium.

2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium

Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the following provisions shall apply:

2.3 Change in composition of the Consortium

2.3.1 These shall be no changes in the composition of the Consortium once prequalified

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application. An applicant applying individually or as a member of a Joint venture/association shall not be entitled to submit another application either individually or as a member of any joint venture/association, as the case may be.

2.4.2 The Applicants shall be responsible for all costs associated with the preparation of their Applications and their participation. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective applications after visiting the Project(s) site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities and, applicable laws and regulations, and any other matter considered relevant to enable them perform their mandate.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to cancel the Process, at any time without any liability or any obligation for such annulment. In the event that the Authority rejects or annuls all the applications, it may, in its discretion, invite all eligible applicants to submit fresh applications hereunder.

2.7.2 The Authority reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant is a Joint venture/Association, then the entire joint venture/association shall be disqualified/ rejected.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

The Applicant, by submitting the Application, hereby authorizes the Authority to verify from other parties the information provided.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Pre-Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Application Conference (where applicable)
- Section 6. Miscellaneous

Appendices

II

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Application Due Date. The written responses will be sent by fax and/or e-mail or through hand delivery to all Applicants without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who will be issued with the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application

Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete and /or conditional applications shall be liable to rejection.

2.12.2 The Applicant shall prepare 1 (one) original set of the application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit Two (2) copies of the application, along with documents required to be submitted along therewith pursuant to his RFQ, marked "COPY". The Applicant shall also provide 1 (one) soft copy on Compact Disc (CD) or memory stick. In the event of any discrepancy between the original and the copy, the original shall prevail.

1.1 2.12.3 The Application and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the application in the format specified in Appendix-I, together with the documents specified in Clause 2.13.2, and sealed in an envelope and mark the envelope as "**Application to Prequalify for Consultancy Services for Supervision of Ngong-Kiserian-Isinya and .Kajiado-Imaroro under Lot 33**". The Applicant shall seal the original and the copy of the application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;

(iv) Copy of the Joint Bidding Agreement, in case of a joint venture/association, substantially in the format in Appendix-IV;

(vi) Copies of Applicant's duly audited balance sheet and profit and loss account and receipts in accordance with the international financial reporting standards (IFRS) for the eligible projects for the preceding five years. and

(vii) shall clearly indicate the name and address of the Applicant. In addition, the application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Applications for prequalification should be submitted in sealed envelopes, delivered to the Kenya Rural Roads Authority at the address below by **13th January 2021 at 11:00 hours local time** and be clearly marked "**Application to Prequalify for Consultancy Services for. Supervision of Ngong-Kiserian-Isinya and .Kajiado-Imaroro under Lot 33**

The Director General
Kenya Rural Roads Authority,
P.O. Box 48151 - 00100,
Nairobi, Kenya

or deposited in the tender box on the Ground Floor, Barabar Plaza, Block 'B', Airport North Road, Nairobi, Kenya.

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be submitted on or before 1100 hours Local Time on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10.3 uniformly for all Applicants.

2.15 Late Applications

Applications received by the person named in Clause 2.13.3 after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the person named in Clause 2.13.3 prior to the Application Due Date. No

Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification of the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1 The Authority shall open the Applications immediately after the deadline at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant if the Tender is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the incomplete information in the evaluation of the Applicant’s bid.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory

entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) it is received as per format at Appendix-I.
- (b) it is received before the set deadline on the Application Due Date subject to any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (i) it is accompanied by the joint Bidding Agreement (for Joint venture), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Pre-qualification and notification

In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

After the evaluation of Applications, the Authority shall inform in writing the pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been pre-qualified.

2.22 Submission of Proposals

The Applicants will be requested to submit a proposal in the form and manner to be set out in the Request for Proposal Documents.

All Eligible Applicants shall be invited by the Authority to submit their proposals. The Applicants are advised to visit the site and familiarize themselves with the Project beforehand.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity;
- (b) Financial Capacity;
- (c) Managerial Capacity
- (e) Capacity to Mobilize Project Financing,

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in this Clause (the "**Eligible Projects**"). For highway sector projects:

- a) Experience in carrying out feasibility study, environmental and social impact study and detailed engineering design, construction/reconstruction, quality assurance plan and procedures and supervision of roads to paved standards as well review of safety reports on projects worth at least Kshs. 2 Billion
- b) Experience under construction contracts in the role of management contractor for at least the last five (5) years prior to the application submission deadline, and with activity in at least nine (9) months in each year in projects worth at least Kshs. 2 Billion
- c) Any one Engineering Design / Supervision partner in the Consortium must have undertaken a detailed engineering design and construction/reconstruction to paved standards of at least 20Km within the last five (5) years in
- d) Experience in Project Financing with experience in financial modelling in a major highway project under the PPP model on a long-term basis on at least 1 previous successfully completed road worth at least Kshs. 2 Billion.
- e) Experience in related road worth projects worth at least Kshs. 3 Billion.

Evidence for the experience stated in a), b), c), d) and e) above shall be completion

certificate or any other acceptable form detailing the contract, date of award, date of completion, amount of contract, role played by applicant, scope of works (including physical size, complexity and methodology/technology used) as well as full details of the Employer.

For the purpose of this RFQ:

- (i) Highways sector would be deemed to include highways, expressways, and bridges, and
- (ii) Related sector projects would be deemed to include power, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

For a project to qualify as an Eligible Project, the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of ten per cent (10%) of professional key staff during the entire year for which Eligible Experience is being claimed;

3.2.3 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Joint venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint venture. In other words, no double counting by a joint venture in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Joint venture) for the last 3 (three) financial years, preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant

shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.5 Managerial information for the purposes of evaluation

3.5.1 The Application must be accompanied by the organization structure, the profiles and relevant experience of the managerial staff as per format Appendix V.

3.6 Pre-qualification of Applicants

All Applicants who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ shall be pre-qualified.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the prequalification process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant or any member of the bidding consortium is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant or member of the bidding consortium shall not be eligible to participate in any tender or RFQ issued by the Authority as shall be determined by a competent authority.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process.
 - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or () having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-APPLICATION CONFERENCE

- 5.1 If applicable a Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have been issued with the RFQ document shall be allowed to participate in the Pre- Application conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The prequalification process shall be governed by, and construed in accordance with, the Laws of Kenya and the parties shall subject themselves to the exclusive jurisdiction of Kenya Courts for all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the prequalification process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX I

Letter Comprising the Application for Pre-Qualification
(Refer Clause 2.13.2)

To,

Date:

The Director General
Kenya Rural Roads Authority
P.O. Box, 48151-00100
NAIROBI

Dear Sir,

**INVITATION TO PREQUALIFY FOR THE DEVELOPMENT OF 2,000 KMS OF
ROADS SUPPORTING PRIMARY GROWTH SECTORS THROUGH
CONTRACTOR FACILITATED FINANCING MECHANISM
Tender Number: KeRRA/ANNUITY/002/2021-2022**

APPLICATION TO PRE-QUALIFY FOR LOT 33

1 With reference to your RFQ document dated\$, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for LOT NUMBER [*insert respective lot number*] in the aforesaid project. The Application is unconditional and unqualified.

2 . I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project (s), and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3 This statement is made for the express purpose of qualifying as an Applicant for the development, construction, operation and maintenance of the aforesaid Project (s).

4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by

\$ All information required in square brackets [] shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant/Application.

imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. / We declare that:

- (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the deployable equity criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charged in any Court of competent jurisdiction, by any person, or agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are affected by any of the provisions for disqualification in terms of the provisions of this RFQ, we shall immediately inform the Authority in writing.

15. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

16. I/ We understand that the selected Applicant shall either be an existing Company incorporated under The Companies Act (Chapter 486 Laws of Kenya), or shall incorporate as such prior to execution of the Contract Agreement.

17. I/ We hereby confirm that we [are in compliance of/ shall comply with] the requirements specified in Clause 2.2.3.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Applicant, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

20. I/ We certify that in terms of the RFQ, I/we qualify for the Technical and Financial Capability

[21. We agree and undertake to be jointly and severally liable for all the obligations of the Consortium under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement]. \$

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully, Date:

(Signature, name and designation of the Authorized Signatory) Place:

Name and seal of the Applicant/ Lead Member Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

\$ Omit if the Applicant is not a Consortium.

ANNEX-II

Details of Applicant

1.
 - (a) Name
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in Kenya:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 in Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

* All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

ANNEX-II

Technical Capacity of the Applicant @

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Applicant type #	Member Code*	Project Code**	Experience [‡]		
			Number of Km of Project in Highway sector(Km) ^{\$}	Capital cost of the Project in Highway sector (Equivalent Kshs.) ^{\$\$}	Capital cost of the Project in Related sector (Equivalent Kshs) ^{\$\$}
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Applicant		a			
		b			
		c			
		d			
Consortium Member 1		1a			
		1b			
		1c			
		1d			
Consortium Member 2		2a			
		2b			
		2c			
		2d			
Consortium Member 3		3a			
		3b			
		3c			
		3d			
Consortium Member 4		4a			
		4b			
		4c			
		4d			
Aggregate Experience Score =					

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.1(d). In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member, DM means Design Member, PMM means Project Management Member*

***Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

¥ Refer Clause 3.2.1.

\$\$ The conversion rate of currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

ANNEX-III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B) and 3.4 of the RFQ)

(In KES\$\$)

Applicant type \$	Member Code £	Equity Required in the Project	Equity Required in the Project ££	Total Equity Available for deployment##
(1)	(2)			
Single entity Applicant				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
Consortium Member 4				
TOTAL				

Name & address of Applicant's Bankers:

\$ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

£ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

€ The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into Kshs. see note below Annex-II of Appendix-I.

££ If an applicant is also applying for other projects in this package, the members have to add columns of the Projects and their contributions thereof. Please add additional columns as may be required.

The equity available for deployment towards total contributions for all the projects by the members has to be adequately demonstrated.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports prepared in accordance with International Financial Reporting Standards (IFRS) for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
3. The applicant shall also provide the name and address of the Bankers to the Applicant.

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 of the RFQ for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.1(d). In case of Categories under Clause 3.2.1e (), payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. Particulars such as project name, address and contact details of owner/ Authority/ Agency may be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.1 and 3.2.4
9. The date of commissioning of the project or, date of completion of construction, should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double

counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

11. Certificate from the Applicant's statutory auditor^S or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience under development of project, it should provide a certificate from its statutory auditor in the format below:

14. If the Applicant is claiming experience under construction of project it should provide a certificate from its statutory auditors or the client in the format below:

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

The Director General
Kenya Rural Roads Authority
P.O. Box 48151-00100
NAIROBI

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has ~~been described in the application~~) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ... (Insert member's name) will act as the Lead Member of our joint venture/association.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the joint venture/association on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers

to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory) for and on behalf

of.....

**Please strike out whichever is not applicable.*

APPENDIX II

Power of Attorney for signing of Application

(Refer Clause 2.2.5)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), of P.O. Box..... and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the **Kenya Rural Roads Authority** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or the entering into of the Contract Agreement with the Authority. 1

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Appendix II

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Kenyan Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Kenyan Embassy if it carries a conforming Appostille certificate.*

APPENDI X III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the Kenya **Rural Roads Authority** (“the Authority”) has invited applications from interested parties for the ***** Project (the “Project”).

Whereas,,,
and
..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and

true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts,

deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Kenyan Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Kenyan Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV

Joint Bidding Agreement

*(Refer Clause
2.13.2)*

*(To be executed on Stamp paper of
appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act (Chapter 486, Laws of Kenya)} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act (Chapter 486, Laws of Kenya)} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the Context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act (Chapter 486, Laws of Kenya) and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act (Chapter 486, Laws of Kenya) and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) [Kenya Rural Roads Authority, established under, represented by its Director General and having its principal offices at Barabara Plaza, Block ‘B’, Airport North Road, Nairobi] (hereinafter referred to as the “**Authority**” which expression

[§] The number of Parties will be shown here, as applicable, subject however to a maximum

of 6 (six).

shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**) by its Request for Qualification No. dated (the **RFQ**) for pre-qualification and short-listing of Applicants for Independent Expert(Engineer) for Lot 33 Project (the **Project**) through public private partnership.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Applicant and awarded the Project, it shall incorporate a special purpose vehicle (the **SPV**) under The Companies Act (Chapter 486 Laws of Kenya) for entering into a Contract Agreement with the Authority and for performing all its obligations in the Contract in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and }
- (d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium. }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the Contract shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Contract shall, at all times till the date of commissioning of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and equity have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Contract at all times until the commercial operation date of the Project.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

() violate any Applicable Law presently in effect and having applicability to it;

(i) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {Kenya}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

for and on behalf of

FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIFTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIX PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

2.

Appendix IV

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Kenyan Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Bodies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ *Date;*
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____