



BID CLARIFICATION MATRIX NO.1

ADVISORY SERVICES FOR COST RECOVERY AND INFRASTRUCTURE DEVELOPMENT OF THE MALABA AND LWAKHAKHA ONE STOP BORDER POSTS

PRQ20260073

FINANCED & PROCURED BY

TRADEMARK AFRICA

OCTOBER 2026

BID CLARIFICATION MATRIX NO.1

TENDER TITLE: Advisory Services for Cost Recovery and Infrastructure Development of the Malaba and Lwakhakha One Stop Border Posts

TENDER NUMBER: PRQ20260073

This **Bid Clarification Matrix No. 1** forms an integral part of the Request for Proposals and therefore, **must be considered** carefully by service providers in preparation and submission of bids.

It is divided into two sections: -

1. Section 1 contains clarifications to queries raised through the official bidding clarification email address (that is procurement@trademarkafrica.com).
2. Section 2 contains general tips on how to prepare and submit a competitive bid.

All communications must be directed to the procuring entity, TradeMark Africa through procurement@trademarkafrica.com as provided for in the tender document.

SECTION 1: QUERIES AND RESPONSES

These clarifications are for those queries sought by bidders in line with the Request for Proposal (RfP) of the tender document:

Table 1: Queries and responses as received and responded to by the procuring entity.

Sl. No.	Our Comments / Clarifications required	Clarification	Status
1.	In view of the strategic importance of the project and the need to ensure the submission of a comprehensive and high-quality proposal, we respectfully request a two-week extension of the proposal submission deadline to 28 October 2026.	The proposal submission deadline is extended from 14 October 2026 to Wednesday, 28 October 2026 at 1600 hrs EAT. The date of the exchange rate under Data Sheet ITC 26.1 is revised accordingly to 28 October 2026. All other submission requirements remain unchanged. A further extension beyond 28 October 2026 is not being considered.	Closed
2.	Architectural Scope: Please confirm the list of buildings/facilities to be considered under the Architectural scope at both Malaba and Lwakhakha OSBPs, including joint border control buildings, cargo/passenger processing facilities, verification/inspection sheds, traveller facilities and staff accommodation	Please refer to Section 14.6 (Breakup of Capital Cost) of the pre-feasibility study report included in the bid documents. It sets out the buildings and facilities envisaged at each OSBP. Consultants should price their proposals on that basis. The final list of buildings and facilities will be confirmed through the gap analysis under Work Stream 1 (TOR Section 3.1) and agreed with the Client in the Infrastructure Assessment Report (Deliverable 2), before preliminary design starts.	Closed
3.	Architectural Scope: Please provide the estimated BUA, floor areas, number of floors and/or space programme for the proposed architectural facilities at Malaba and Lwakhakha	Built-up areas, floor areas and space programmes for the proposed facilities are not available at this stage. Consultants should use the pre-feasibility study report (including Section 14.6) as the basis for scoping and pricing. Developing the space programme for each facility, in consultation with the border agencies at both sites, forms part of the Consultant's scope under Work Streams 1 and 2. Any further available information will be shared at the inception meeting.	Closed

4.	Architectural Scope: The RFP identifies staff accommodation “where required.” Please confirm whether staff accommodation is required at Malaba, Lwakhakha, or both, and provide the anticipated number/category of staff to be accommodated	Please refer to Section 14.6 (Breakup of Capital Cost) of the pre-feasibility study report included in the bid documents for the staff accommodation envisaged at each site. The Consultant shall confirm the need, location, number and category of staff to be accommodated at Malaba and Lwakhakha with the border agencies during Work Stream 1. These shall be agreed with the Client in the Infrastructure Assessment Report (Deliverable 2).	Closed
5.	Architectural Scope: Please confirm if any CGIs are required. If Yes, Kindly provide the number of internal and exterior CGIs	Yes. Computer-generated images (CGIs) are required to support stakeholder validation (Phase 4) and the investment readiness package and financing materials (Work Stream 9). For proposal purposes, Consultants shall allow for a minimum of four (4) exterior CGIs, including one aerial or bird's-eye view, and two (2) interior CGIs for each OSBP (Malaba and Lwakhakha), at preliminary design stage. These shall be updated to reflect the final detailed design.	Closed
6.	Sustainability: Kindly confirm whether the ESG scope requires greenhouse-gas / carbon assessments	Yes. The ESG scope shall include a greenhouse-gas (carbon) assessment of the proposed interventions. This shall quantify baseline emissions and the projected emission savings, for example from reduced truck queuing and dwell times, energy-efficient buildings and renewable energy. The methodology shall be acceptable to the DFIs/lenders being targeted, for example the EIB Project Carbon Footprint Methodologies or an equivalent. The results shall be reflected in the ESG Compliance Report (Deliverable 5) and in the investment readiness package.	Closed
7.	Sustainability: Kindly confirm whether specific sustainability performance requirements are to be applied to the buildings and infrastructure, including energy efficiency, renewable energy, water efficiency/reuse, waste reduction and low-carbon material selection.	Yes. The designs shall incorporate specific, measurable sustainability performance requirements. These cover energy efficiency, renewable energy, water efficiency and reuse (including rainwater harvesting), waste reduction and low-carbon material selection. The Consultant shall propose the performance targets and the benchmark used (for example IFC EDGE or an equivalent green building standard) in the Inception Report. The targets shall be confirmed in the Preliminary Designs (Deliverable 4) and their achievement demonstrated in the Detailed Designs.	Closed

		Formal green building certification is not required under this assignment.	
8.	Traffic Modelling: The Consultant understands that the traffic modelling scope will cover only the roads within the area of the study. Please confirm.	Not confirmed. Detailed traffic modelling, capacity and level-of-service analysis (TOR Section 3.8) shall cover the border posts and the roads within the study area. However, the demand forecasts shall be built on corridor-level cargo flows, including cargo volumes coming into and leaving the Port of Mombasa (imports, exports and transit to and from Uganda and beyond), together with competing routes and border crossings, to the extent that they drive traffic at Malaba and Lwakhakha. The Consultant shall use corridor data and emerging outputs from the Smart Corridor assignment where available.	Closed
9.	Traffic Modelling: The Consultant understands that the traffic survey falls within its scope, whereas the Traffic Impact Study (TIS) does not. Please confirm or advise otherwise.	Confirmed that traffic surveys and traffic data collection fall within the Consultant's scope (TOR Sections 3.8 and 4, Phase 2). A stand-alone Traffic Impact Study is not a separate deliverable under this assignment. However, the capacity and level-of-service analysis shall include the access and approach roads and junctions affected by the proposed layouts at both sites. Where the relevant road authority (e.g. KeNHA/KURA in Kenya or UNRA in Uganda) or NEMA requires a traffic impact assessment to approve the designs or the ESIA, the Consultant shall prepare it using the Work Stream 8 data. The Consultant shall allow for this in its proposal.	Closed
10.	EIA/RAP Studies: Please advise whether the assignment requires two separate ESIA's and two separate RAPs, one for Malaba OSBP and one for Lwakhakha OSBP and whether each ESIA must be submitted separately to the Kenyan and Ugandan environmental authorities.	Yes. A separate ESIA, and a separate RAP where screening confirms that one is required, shall be prepared for each side of each border post, under each jurisdiction: Malaba (Kenya), Malaba (Uganda), Lwakhakha (Kenya) and Lwakhakha (Uganda). Each ESIA shall comply with the national law of its jurisdiction and with the applicable DFI/lender safeguard standards. It shall be submitted to NEMA Kenya or NEMA Uganda, as applicable. A common baseline and methodology may be used across the reports where appropriate.	Closed

11.	EIA/RAP Key Experts: Please advise whether the Environmental Specialist and the Social Safeguards/Resettlement Specialist are required to be registered with both NEMA Uganda and NEMA Kenya	Each ESIA shall be signed off and submitted by a lead expert duly registered or licensed with the environmental authority of the jurisdiction concerned (NEMA Kenya or NEMA Uganda). The Environmentalist (Key Expert) shall be registered as a lead ESIA expert with NEMA in at least one of the two countries. Registration in both is an advantage. Where the Key Expert is registered in only one country, the Consultant shall include in its team a Non-Key Expert registered as a lead expert with NEMA in the other country, who shall sign off that country's ESIA's. NEMA registration is not required for the Social Safeguards / Resettlement Specialist.	Closed
12.	Key Experts: Please clarify which Key Expert positions are considered “key project coordinating staff” for the purpose of the requirement for physical presence in East Africa, and whether the requirement may be satisfied by the Team Leader, Deputy Team Leader and/or a designated Project Coordinator based in Kenya or Uganda	"Key project coordinating staff" refers to the experts who are client-facing: those who will lead discussions and engagements with TMA, KRA, URA and other stakeholders, at technical and senior-leadership level, and who present the outcomes of the assignment. As a minimum, this includes the Team Leader and/or the Deputy Team Leader, together with any workstream lead who performs this role. The requirement may be met by the Team Leader, Deputy Team Leader and/or a Project Coordinator based in Kenya or Uganda, provided they perform this role, are available in the EAC when required and can attend meetings at a minimum of two (2) days' notice (TOR Sections 7 and 8). A coordinator who handles logistics only, without leading technical engagement, will not on its own satisfy the requirement. Consultants shall state in their proposal which experts will be based in the region.	Closed
13.	Programme: Kindly clarify the apparent gap between Phase 1 ending Week 4 and Phase 2 beginning Week 7.	Weeks 5 and 6 correspond to the Client's review of the Inception Report (a minimum of ten (10) working days, TOR Section 5) and the mobilisation of survey teams. The programme is not intended to have an idle period. Consultants may propose to start Phase 2 activities, such as survey mobilisation, data collection and early diagnostics, during Weeks 5–6 at their own risk, provided this is consistent with the methodology agreed at inception. This should be shown in the Gantt chart (TOR Section 6). The overall duration	Closed

		of 38 weeks remains unchanged.	
14.	Programme: Confirm whether the 38-week completion date assumes timely Client review, statutory approvals, access to sites and stakeholder availability.	Yes. The 38-week programme assumes that the Client reviews deliverables within the periods stated in TOR Section 5 and provides the support set out in TOR Section 10 (access to sites, data, stakeholders and survey permits). TMA notes that some of these factors, including statutory approvals and stakeholder availability, are beyond its immediate control. Consultants shall state their key programme assumptions and dependencies in their methodology and Gantt chart and manage them through the risk register. Any extension shall be dealt with in accordance with TOR Section 6.	Closed
15.	PPP Interventions: We understand that, given the sensitive and strategic nature of the project, it is proposed to be implemented under the public sector. However, Section 3.7 of the RFP states that PPP interventions are to be explored while retaining asset ownership and operational control within the public sector. In this regard, we kindly request clarification on the specific PPP arrangements, or interventions that are expected to be evaluated as part of the project implementation.	Please read the background document attached to the bid pack. The proposed arrangement is a "quasi" PPP: the infrastructure is financed through ring-fenced user-fee revenue, with no recourse to the Governments for repayment. Asset ownership and operational control remain within the public sector, and the model does not rely on private concession revenue-sharing (TOR Section 2, Objective 3). The PPP screening under TOR Section 3.7 requires the Consultant to determine whether any element of the model falls within the Kenyan or Ugandan PPP legislation. Where it does, the Consultant shall identify the approval pathway and its implications. The Consultant shall also evaluate options for private-sector participation in revenue collection, operation, maintenance, facility management and revenue-backed financing. The Consultant is not expected to structure a conventional concession or full PPP transaction.	Closed
16.	Key Expert inputs: Please clarify whether the person-month inputs stated for the Key Experts in the evaluation criteria represent the maximum permissible inputs for proposal purposes. The Data Sheet states that the estimated and minimum Key Expert time inputs are not applicable, whereas TOR Section 12 states that Consultants proposing inputs in excess of those	The person-month inputs stated for each Key Expert in the evaluation criteria (Data Sheet ITC 21.1 and TOR Section 8) are indicative. Consultants may propose a different distribution of inputs across the Key Expert positions, higher or lower than the indicative figure for any position, where this is justified by their methodology and work plan. The total of 84 person-months	Closed

	specified in the evaluation criteria shall be eliminated from further consideration.	for all Key Experts is the indicative maximum, and Consultants should keep their total proposed Key Expert input within it. The provision in TOR Section 12 that Consultants proposing inputs in excess of those specified in the evaluation criteria shall be eliminated from further consideration is amended accordingly. A proposal will not be eliminated because the input for any individual Key Expert position differs from the indicative figure. The adequacy of the proposed inputs, for each position and in total, will be assessed under the methodology and work plan criterion. Data Sheet ITC 14.1.2 and 14.1.3 are marked "Not Applicable" because this assignment is not procured under Fixed-Budget Selection and no minimum time-input adjustment is applied. Any additional effort required beyond the Key Expert inputs should be provided through Non-Key Experts within the disclosed budget (see response No. 55).	
17.	Experience: "In the received RFP, Section 2 – Technical Criteria, bullet (i), mentions experience in East or Southern Africa or Asia, whereas Section 5.7 refers only to East or Southern Africa. Could you please clarify whether experience in Asia is also considered eligible for meeting the required experience criteria, or whether the requirement is limited to East or Southern Africa?"	Experience of border post, logistics or transport infrastructure projects in East or Southern Africa is required. Experience in Asia, including South Asia, will be considered an added advantage. Under Technical Criterion (i), comparable OSBP or cross-border facility experience in East or Southern Africa will be given the highest relevance. Comparable experience in Asia will be recognised as relevant but will not on its own score as highly. TOR Section 7 shall be read consistently with this clarification.	Closed
18.	Section 8: Key Experts / ITC 21.1 – Highway / Civil Engineer We kindly request the Client to consider a Bachelor's Degree in Civil Engineering, supplemented by a Master's Degree in Project Management or a related discipline, along with substantial relevant professional experience, as an acceptable qualification for the Highway/Civil Engineer position. Considering the requirement of at least 12 years of professional experience and demonstrated involvement in the detailed design of a minimum of two road, border post, or comparable transport infrastructure projects, the required technical competence can be effectively demonstrated through a combination of academic qualifications and proven project experience. This	The minimum qualification for the Highway / Civil Engineer remains a postgraduate degree in civil engineering. A postgraduate degree in a civil engineering specialism, such as highway, transportation, pavement, structural or geotechnical engineering, is acceptable. A Master's degree in Project Management or a non-engineering discipline will not be accepted as a substitute. The role requires the expert to lead detailed, construction-ready highway and pavement design at both sites.	Closed

	would broaden the pool of qualified experts while maintaining the required level of technical expertise.		
19.	Section 5, TOR, Objective 1; Work Stream 1; Extent of new surveys: The TOR includes topographic, geotechnical, hydraulic and traffic surveys at both Malaba and Lwakhakha. Please clarify the expected minimum scope, coverage and level of detail of these investigations, and whether existing survey/investigation data may be relied upon subject to validation.	The pre-feasibility study carried out a preliminary assessment only. This assignment requires detailed investigations to the level needed for construction-ready detailed designs, Bills of Materials and Tender Documents (TOR Sections 3.1 and 3.2). Existing survey and investigation data may be used for reference and to plan the new investigations, subject to validation. They shall not be relied upon as the basis for detailed design. As a minimum, the investigations shall cover the full footprint of each OSBP, its approach and access roads and the areas of proposed works. Consultants shall propose the scope, coverage and testing regime of the topographic, geotechnical, hydraulic and traffic surveys in their methodology (for example survey extents, number and depth of boreholes and test pits, and laboratory tests) and price them as reimbursables in Form FIN-4.	Closed
20.	Section 5, TOR, Objective 1; Work Stream 1; Scope of infrastructure design: Please clarify whether the infrastructure concepts and interventions identified in the pre-feasibility study are intended to form the basis for detailed design, subject to validation, or whether the Consultant is expected to independently reassess the proposed interventions, scope, phasing and capacity requirements before proceeding to detailed design	The infrastructure concepts and interventions in the pre-feasibility study are the starting point and are not to be adopted without review. In line with TOR Objective 1 and Sections 3.1 and 4 (Phase 1), the Consultant shall validate and critically reassess the proposed interventions, scope, phasing and capacity requirements before proceeding to design. This reassessment shall be made in the light of the Cost Recovery Model, the traffic modelling, the risk-based inspection and trusted trader arrangements and the emerging Smart Corridor requirements. The confirmed scope and phasing shall be presented in the Infrastructure Assessment Report (Deliverable 2) for Client approval before preliminary design starts.	Closed

21.	Section 5, TOR, Sections 1.2, 3.3 & 3.4 Smart Corridor interface: Please clarify the defined scope boundary between this assignment and the concurrent Smart Corridor assignment, particularly in relation to risk-based inspection/trusted trader processes, ICT systems, data governance, digital infrastructure, operational processes and institutional arrangements.	The Smart Corridor assignment covers corridor-wide diagnostics: digital maturity, systems interoperability, data governance, the target digital architecture, corridor institutions and legal and regulatory conditions (TOR Sections 1.2 and 3.4). This assignment covers the site-level implementation at Malaba and Lwakhakha. It includes all deliverables relating to risk-based inspection and trusted trader processes under Work Stream 3 and the related legal framework under Work Stream 7. It also covers the physical, engineering, equipment, utility, connectivity, lifecycle-cost, O&M and financing implications of the digital architecture (Work Stream 4). The Consultant shall determine how the OSBP Cost Recovery Model will be implemented in view of the Smart Corridor framework, coordinating with the Smart Corridor Consultant from inception onwards. The Consultant retains full responsibility for its own deliverables.	Closed
22.	Section 5, TOR, Work Stream 6; ESIA/NEMA approval: The TOR requires assistance to obtain the relevant NEMA approval/licence and the payment schedule refers to submission of the final package including the ESIA licence. Please clarify whether the Consultant's contractual obligation is to prepare and submit the ESIA and support the approval process, with statutory approval timelines remaining outside the Consultant's control, or whether obtaining the licence within the 38-week assignment period is a contractual deliverable.	The Consultant's obligation is to prepare and submit the ESIA's and to actively support the Client in following up with NEMA, including responding to all NEMA queries and comments, until the licence is issued. The Consultant is not expected to influence when the licence is issued, and the statutory approval timelines are outside the Consultant's control. Accordingly, Payment Milestone 9 (TOR Section 13) will be released on acceptance of the Final Investment Readiness Package and Final Report, together with evidence that the ESIA's have been submitted and all NEMA queries addressed, where the issue of the licence is delayed for reasons not attributable to the Consultant.	Closed
23.	Section 5, TOR, Work Stream 7 Legal/institutional implementation: Please clarify whether TMA expects the Consultant to develop execution-ready legal instruments based on the existing Kenya–Uganda OSBP institutional framework, or whether establishment/amendment of any new bilateral, inter-agency or institutional arrangements is also expected to be undertaken as part of the	TMA expects that the existing EAC and Kenya–Uganda OSBP institutional frameworks will need amendments to accommodate the no-stop and risk-based inspection arrangements, the proposed infrastructure changes and the user fees. The Consultant shall deliver execution-ready legal instruments (TOR Section 3.7, Legal output requirements). Where required, the Consultant shall also	Closed

	assignment.	propose and draft the establishment or amendment of laws, bilateral protocols or exchanges of letters, inter-agency agreements and institutional arrangements, and set out the legislative and approval pathway for each. The adoption, ratification or enactment of these instruments by the Governments and their institutions is outside the Consultant's control. The Consultant shall support the Client and the counterpart agencies through that process for the duration of the assignment.	
24.	Section 5, TOR, Section 11 Quality Assurance; Section 12 Cost Estimates Independent certification and specialist inputs: The TOR requires independent checking/certification of engineering designs and specifies reimbursable costs including surveys and laboratory testing. Please clarify whether independent design certification, laboratory testing and other third-party specialist services are expected to be procured directly by the Consultant and included within the proposed budget, or whether any such services will be arranged separately by TMA.	The Consultant shall procure directly, and include in its Financial Proposal, the independent checking and certification of the engineering designs (TOR Section 11), all surveys, laboratory testing and any other third-party specialist services needed to deliver the assignment. TMA will not arrange these separately. The independent checking engineer shall be independent of the design team and registered in the relevant jurisdiction (Kenya and Uganda, respectively). Surveys and laboratory testing shall be shown as reimbursable items in Form FIN-4. The cost of independent certification shall be shown either in the remuneration (Form FIN-3) or as a reimbursable item (Form FIN-4).	Closed
25.	Section 5, TOR, Phase 4 & Deliverable 14 The TOR requires "Stakeholder validation workshops in both countries" and includes "Stakeholder Validation Workshop Reports" as Deliverable 14. Kindly confirm the number of workshops envisaged, expected number of participants per workshop, and locations. Further, please clarify whether the costs associated with organising these workshops, including venue, refreshments, participant logistics/travel, materials and other related expenses, are to be borne and included in the Consultant's Financial Proposal or arranged/borne directly by the Client.	Workshops will be held as the project requires, so their exact number cannot be confirmed at this stage. As a minimum, stakeholder validation workshops will be held in both Kenya and Uganda during Phase 4. Because the Client has strict cost guidelines for workshops, TMA will organise the workshops and meet their costs (venue, refreshments, participant logistics and travel). The Consultant shall bear its own team's costs of attending (travel, accommodation and subsistence) and shall prepare and present the workshop materials and the Workshop Reports (Deliverable 14). These costs shall be included in the Financial Proposal.	Closed
26.	Section 5, TOR, Work Stream 4 ICT integration scope: Kindly clarify whether the Consultant's scope under Work Stream 4 is limited to review outputs of Smart Corridor project for integration with existing systems of KRA and URA at the borders. However,	The OSBP Cost Recovery Model and Smart Corridor assignments are closely related. The Consultant is expected to keep abreast of developments in the Smart Corridor work and to review its outputs for integration with the existing KRA and URA systems at the border.	Closed

	If the smart corridor project outputs have additional recommendations pertaining to procurement of new technology and software, is the consultant required to evaluate and include such cost as part of their feasibility study under this assignment.	The scope is not limited to that review. The Consultant shall also propose, review and recommend new technologies and alternative approaches, which may be put forward to the Smart Corridor team. Where a technology is best financed through the cost recovery mechanism, the Consultant shall evaluate its costs (capital, lifecycle and O&M) and include them in the feasibility, tariff and financing analysis.	
27.	Data Sheet, ITC 16.3 & ITC 25.1 – Taxes The RFP states that the Consultant shall be responsible for assessing its tax obligations, including eligibility for lower WHT rates under applicable Double Taxation Agreements. Kindly confirm whether the reduced WHT rate of 10% under the India–Kenya Double Taxation Avoidance Agreement would be applied to payments made to an Indian-resident Consultant	TMA cannot confirm in advance the WHT rate applicable to any individual Consultant. In accordance with Data Sheet ITC 16.3, the Consultant is solely responsible for assessing its tax obligations, including whether it qualifies for a reduced rate under an applicable Double Taxation Agreement. TMA will withhold tax at the rate applicable under Kenyan law at the time of payment (Data Sheet ITC 25.1). A reduced treaty rate will be applied only where it applies under Kenyan law and the Consultant provides the supporting documentation required by the Kenya Revenue Authority, such as a valid certificate of tax residence. Quoted fees shall be inclusive of all direct taxes, and no gross-up or reimbursement will be made.	Closed
28.	Section 5, TOR, Section 14 – Proposal Preparation Considering that the proposal may require supporting Non-Key Expert CVs/profiles to demonstrate and substantiate the proposed local content and gender mainstreaming arrangements, we kindly request the Client to consider excluding such supporting Non-Key Expert CVs/profiles and related supporting information from the prescribed 100-page Technical Proposal limit. Alternatively, the Client may consider allowing an additional 20–30 pages specifically for these supporting materials, over and above the 100-page limit. Kindly confirm whether this would be acceptable.	The 100-page limit for the Technical Proposal remains, excluding reference letters and project testimonials (TOR Section 14). TMA would prefer to see the Non-Key Expert CVs. These may be submitted as an annex to the Technical Proposal, excluded from the 100-page limit, provided each is a one-page profile. Each profile shall focus on the deliverables the expert has produced on relevant assignments and shall give contact details of referees.	Closed
29.	Section 5, TOR, Work Stream 7 – Legal and Institutional Framework Development / Legal Output Requirement Legal expert requirements: The TOR requires Kenyan-law outputs to be settled by a practising Advocate of the High Court of Kenya and Ugandan-law outputs by an appropriately enrolled Ugandan advocate. However, the Key	Yes, Consultants may propose more than one Legal / Institutional Expert, for example one admitted to practise in Kenya and one appropriately enrolled in Uganda, with the inputs divided between them. The combined inputs shall not exceed the six (6) person-months specified. The proposal shall set out how the legal experts will work together. They shall	Closed

	Experts requirement provides for only one Legal / Institutional Expert, with an input of six person-months. Given the requirement for jurisdiction-specific legal review and settlement of outputs, we envisage that two legal experts would be required, one qualified to practise in Kenya and one appropriately enrolled to practise in Uganda. Kindly confirm whether the Consultant may propose two Legal / Institutional Experts, one for each jurisdiction, with the required legal scope and inputs appropriately divided between them, while collectively meeting the requirements prescribed for the position.	not operate as stand-alone experts working independently. Consultants shall show how they will approach the assignment jointly, how the Kenyan and Ugandan outputs will be integrated, and who leads. Each proposed legal expert will be evaluated against the requirements for the position.	
30.	Section 2, Data Sheet, ITC 16.4 – Currency of Proposal; Section 5, TOR, Section 12 – Cost Estimates Currency mismatch between Financial Proposal and disclosed budget: The Data Sheet requires the Financial Proposal to be submitted in USD, whereas the available assignment budget under the TOR is disclosed in EUR (EUR 900,000–1,000,000). To ensure consistency between the Financial Proposal and the stated budget, we understand that EUR should be adopted as the currency for submission of the Financial Proposal. Kindly confirm whether bidders may submit their Financial Proposals in EUR instead of USD.	No. In accordance with Data Sheet ITC 16.4, the Financial Proposal shall be stated in United States Dollars (USD). Financial Proposals in EUR will not be accepted. The EUR budget in TOR Section 12 is indicative and is given to help Consultants scope their proposals. For evaluation, prices will be converted to USD in accordance with Data Sheet ITC 26.1 (Central Bank of Kenya selling rate on the revised date of 28 October 2026). Consultants may use that rate to check their proposal against the disclosed budget.	Closed
31.	Requesting for the tender submission deadline to be extended up to the end of the month (30th October 2026) as the clarification questions raised are core to the preparation of a technically sound bid.	Please refer to response No. 1. The proposal submission deadline is extended to Wednesday, 28 October 2026 at 1600 hrs EAT. A further extension will not be considered.	Closed
32.	Section 5. Terms of Reference page No 76: Proposal Preparation We kindly request you to consider increasing the Technical Proposal page limit to 200 pages, as the proposal requires submission of 17 CV's. Assuming an average of 5 pages per CV, the CV section alone would occupy approximately 85 pages, leaving limited space for the remaining technical proposal content. We would therefore appreciate your consideration of a higher page limit to enable the submission of a complete and compliant proposal	The SAP Ariba platform provides separate submission sections for each criterion under the Evaluation Criteria. The Qualifications and Competence of Key Staff section allows each CV to be uploaded separately and is independent of the Technical Proposal section, which is subject to the 100-page limit. Kindly respond to the procurement through the link provided in the tender document, create an account, and proceed to respond to each evaluation criteria as structured on the SAP Ariba platform.	Closed.

33.	Definition and Interpretation of a Joint Venture "Our member firms have extensive experience in border post solutions across different geographies. To bring that joint experience along with the qualification and key personnel credentials to this transaction, we intend to form a Joint Venture between different members firms (Africa and India). In this regard, we request the client to kindly confirm whether: 1. The two member firms may be considered collectively as a single entity for the purposes of eligibility, technical evaluation, and experience credentials; or 2. The two firms are required to participate as separate legal entities within a consortium structure, with credentials and experience evaluated in accordance with the requirements applicable to consortium members."	A Joint Venture shall be as defined in ITC 1(n): an association of two or more firms, with or without a separate legal personality, in which one member (the Lead Member) is authorised to act for all members and all members are jointly and severally liable to the Client for performance of the Contract. A JV of firms from Africa and India is eligible (ITC 6.1). For evaluation, the JV is treated as a single Consultant. Firm experience is assessed at JV level, provided at least one member demonstrates a minimum of ten (10) years' relevant experience (Data Sheet ITC 21.1). Only assignments that a member delivered as a legally contracted firm or JV member may be cited (Form TECH-2), and the panel will evaluate a maximum of six (6) reference assignments for the JV as a whole. Each member shall meet the eligibility requirements individually and shall sign the proposal or give a power of attorney for it (ITC 17.3). The Lead Member shall be the firm with primary responsibility for the infrastructure finance, cost-recovery and financial structuring components (TOR Section 7). A consortium whose members are not jointly and severally liable is not acceptable (see response No. 46).	Closed
34.	Technical criteria, Given that the criterion asks for experience in at least one "One Stop Border Post" or comparable cross-border facility, preferably, kindly confirm that relevant experience in comparable border, logistics, transport infrastructure, and trade facilitation projects may also be considered equivalent for evaluation purposes, with OSBP experience demonstrated through the proposed key experts rather than necessarily at the firm level	Yes, in part. Technical Criterion (i) covers the design and delivery of border post, logistics or transport infrastructure projects, and such experience is eligible. One Stop Border Post or comparable cross-border facility experience is preferred and will score more highly (see response No. 17). Trade facilitation projects will be considered only where they included the design or delivery of border, logistics or transport infrastructure. Experience must be demonstrated at firm (or JV member) level. Under Form TECH-2, experience gained by individual experts while working privately or with other firms cannot be claimed as firm experience. It will instead be recognised in the evaluation of the relevant Key Expert's CV.	Closed

35.	Electrical & Mechanical (M&E) Engineer "The ToR lists a single ""Electrical & Mechanical (M&E) Engineer"" key position with 4 person-months. The scoring criteria are mainly Electrical (""design of power supply, backup systems, lighting...""), and ""Mechanical services"" is mentioned only in general terms. Building services at the OSBP facilities include significant mechanical work: HVAC, plumbing and drainage, fire protection, water supply, and mechanical services for scanners and weighbridges. Kindly confirm: a) whether M&E is one key position to be filled by one expert, or whether the Client expects separate Electrical and Mechanical key experts; b) if they are separate positions, Kindly provide the minimum qualification, years of experience, scoring criteria and person-month input for each, and confirm how the 4 person-months are split between the 2 positions	(a) The Electrical & Mechanical (M&E) Engineer is one Key Expert position, to be filled by one expert with a maximum input of four (4) person-months. Only one CV shall be submitted for the position (ITC 15.1.1). Separate Electrical and Mechanical Key Expert positions are not envisaged. (b) Not applicable. The proposed expert will be scored against the full criterion, which includes mechanical services. Consultants shall show in their methodology how the full range of building services will be designed, including HVAC, plumbing and drainage, fire protection, water supply and the services for scanners and weighbridges. Consultants may add Non-Key Experts for any discipline not led by the M&E Engineer, within the disclosed budget (see response No. 16).	Closed
36.	Economist/Tariff Specialist "We note the Authority's emphasis on appropriately qualified experts to be supporting the execution of this strategic engagement for TMA. Given the nature of the assignment, which combines development of user-fees/ tariff methodology for public infrastructure, revenue forecasting and affordability, along with willingness to pay assessment, a postgraduate degrees in Business Administration/Business Management (Finance) provide equivalent and highly relevant training in these areas including macro and microeconomics, infrastructure project development, design thinking and modelling, strategic thinking and conscious decision making. Such qualifications are widely recognized and commonly accepted for infrastructure and development sector assignments requiring expertise in economics and modelling. Hence, we request the Authority to consider Master's in Business Administration (MBA) / Master's in Business Management with specialization in Finance or related fields as an acceptable educational qualification.	No. The minimum qualification for the Economist / Tariff Specialist remains a postgraduate degree in economics. A postgraduate degree in an economics specialism (for example development, transport, public, financial, or infrastructure and regulatory economics) is acceptable. An MBA or a master's in business management, including with a finance specialisation, will not be accepted as a substitute. Financial structuring and modelling skills are provided through the Deputy Team Leader / Infrastructure Finance & Cost Recovery Specialist position, whose minimum qualification already admits finance.	Closed

37.	Traffic/Transport Modelling Specialist We note the Authority's emphasis on appropriately qualified experts to be supporting the execution of this strategic engagement for TMA. The RFP requires the Traffic/Transport Modelling Specialist to have a minimum of ten (10) years of general experience. We kindly request that the minimum experience requirement be reduced to seven (7) years, provided the proposed expert demonstrates substantial and directly relevant experience in traffic demand forecasting, transport modelling, and capacity analysis for border, logistics, highway, or comparable infrastructure projects and satisfies all other qualification requirements	No. The minimum general experience for the Traffic / Transport Modelling Specialist remains ten (10) years. Directly relevant experience in traffic demand forecasting, transport modelling and capacity analysis will be scored under the Specific Experience criterion, but it does not replace the minimum years of general experience.	Closed
38.	Section 5 Relationship with the Northern Corridor Smart Corridor Diagnostic and Roadmap Assignment We understand that this assignment will be implemented concurrently with the Smart Corridor Diagnostic and Roadmap Assignment and will require close coordination between the respective consultant teams. Given the potential overlaps and interdependencies across areas such as risk-based inspections, ICT and digital systems integration, institutional and legal assessments, operational improvement measures, corridor performance interventions, and stakeholder consultations, we kindly request the Client to clarify: • The scope demarcation and respective responsibilities of each consultant team • Ownership of key activities, analyses, recommendations and deliverables where the scopes interface • The proposed coordination, reporting and knowledge-sharing arrangements between the two assignments • The specific inputs, outputs and milestones expected to be exchanged between the consultants • The mechanism for managing dependencies, including situations where required inputs, reviews, revisions or outputs from the Smart Corridor Assignment are delayed or unavailable. As these interfaces may have a material impact on resource allocation, sequencing of activities, and delivery timelines, clarification will assist bidders in accurately estimating the level of effort and preparing responsive technical and financial proposals. We further request confirmation that appropriate	Please refer to responses No. 21 and No. 26, which set out the scope boundary between the two assignments. In summary, the Smart Corridor assignment covers the corridor-wide diagnostics. This assignment covers all site-level outputs for Malaba and Lwakhakha, including the risk-based inspection and trusted trader deliverables (Work Stream 3), the related legal instruments (Work Stream 7) and the site-level implications of the digital architecture (Work Stream 4). Each consultant is solely responsible for its own deliverables. Coordination will be through the Client. TMA will introduce the two teams at inception and will share each assignment's interim outputs with the other as they become available. In its Inception Report, the Consultant shall propose a coordination protocol, setting out the joint meetings planned, the inputs it expects to receive and to provide (with indicative dates), and the common definitions and baseline values to be agreed (TOR Section 4, Phases 1 and 2). Dependencies shall be shown in the Gantt chart and managed through the risk register (TOR Sections 6 and 9; see also response No. 14). Where a Smart Corridor input is late or unavailable, the Consultant shall proceed on documented assumptions agreed with the Client rather than suspend work. Any extension of time will be dealt with under TOR Section 6. Additional fees will be considered only for Client-caused delay or a material change in scope.	Closed

	extensions of time and/or adjustments to delivery schedules will be considered where delays arise due to dependencies on the Smart Corridor Assignment or other factors beyond the Consultant's reasonable control.		
39.	Section 5 3.1 – Work Stream 1 Infrastructure assessment Question We understand that Work Stream 1 requires topographic surveys, geotechnical investigations, land verification and associated infrastructure assessments at both OSBP locations. Given that the ToR does not specify the extent, methodology, quantities or applicable standards for these investigations, we kindly request the Client to clarify the expected scope of primary field investigations and surveys, including the extent to which existing studies and data may be relied upon	Please refer to response No. 19.	Closed
40.	Section 5 3.2 – Work Stream 2 Detailed Engineering and Architectural Design We understand that Work Stream 2 requires the development of resilient, construction-ready engineering and architectural designs for both border posts. Given the cross-border nature of the assignment and the absence of specified design codes and standards, we kindly request the Client to clarify the applicable engineering standards, design codes and regulatory requirements for each discipline, including whether Kenyan, Ugandan, EAC and/or relevant international standards are to be adopted. This will ensure consistency in the design approach and compliance with applicable requirements	Works on the Kenyan side of each OSBP shall be designed to Kenyan law, standards and approval requirements, and works on the Ugandan side to Ugandan law, standards and approval requirements. EAC instruments shall be applied where they set harmonised requirements, for example on vehicle load control. Recognised international standards (for example Eurocodes, British Standards or AASHTO) may be used where national standards are silent. OSBP functional planning should follow the AUDA-NEPAD/JICA One Stop Border Post Sourcebook. Elements that serve both national zones, such as interconnecting roads, shared utilities and common control zone facilities, shall be designed to the more stringent of the applicable standards, unless both national authorities agree otherwise. The Consultant shall propose the full set of design codes, design life, design return periods and climate-resilience criteria in a Design Criteria section of the Inception Report. These shall be confirmed with the Client, and with the road and building authorities of both countries, before preliminary design starts. The climate-resilience criteria shall be informed by the Climate Vulnerability Assessment (TOR Section 3.6).	Closed

41.	Section 5 3.7 – Work Stream 7 Legal and Institutional Framework Development Legal output requirements • All legal instruments to be provided in execution-ready form. • Kenyan-law outputs to be settled by a practising Advocate of the High Court of Kenya and Ugandan-law outputs by an appropriately enrolled Ugandan advocate. • Core legal opinions to be suitable for inclusion in lender information packages and, where required, capable of reliance by prospective financiers. • Consultant to maintain appropriate professional indemnity insurance and confirm absence of conflicts of interest. Question We understand that the Consultant is required to assess the relevant legal and institutional framework and associated regulatory requirements. Given the professional and jurisdictional restrictions that may apply to consulting firms in providing formal legal opinions, certifications or other reliance-based legal advice, we understand that the Consultant’s role will be limited to a high-level legal and regulatory review, with appropriate assumptions, qualifications and caveats. Any formal legal opinion, certification or instrument requiring legal reliance would be undertaken or validated by appropriately qualified local legal counsel, engaged by TMA separately. Please confirm our understanding.	Not confirmed. The Consultant is required to deliver the legal outputs in execution-ready form, including core legal opinions suitable for lender information packages and capable of reliance by prospective financiers where required (TOR Section 3.7, Legal output requirements). A high-level review with assumptions and caveats will not meet this requirement. TMA will not engage separate legal counsel for this assignment. Kenyan-law outputs shall be settled by a practising Advocate of the High Court of Kenya and Ugandan-law outputs by an appropriately enrolled Ugandan advocate. These advocates shall be part of the Consultant's team, as Key Experts (see response No. 29), Non-Key Experts or a sub-consultant law firm, and shall be covered by appropriate professional indemnity insurance. The adoption and enactment of the instruments by the Governments remains outside the Consultant's control (see response No. 23).	Closed
42.	Assignment Methodology Stakeholder validation workshops in both countries, finalisation of ESIA/RAP, compilation of the investment readiness package, and presentation of findings to the Client and prospective financiers. Question We note the TOR envisages the conduct of stakeholder validation workshops in both countries, including presentation of findings and validation of key outputs. To enable bidders to accurately estimate the level of effort and associated costs, we kindly request clarification on the proposed workshop modalities, including: • The expected number of workshops to be conducted in each country • The indicative number and profile of participants for each workshop • Whether the Client will arrange and bear the costs associated with venue hire, participant logistics, refreshments, interpretation/translation services, and other workshop-	Please refer to response No. 25.	Closed

	related expenses • Whether all workshop organization and associated costs are expected to be included within the Consultant's Financial Proposal Given that the scope and modalities of these workshops could have a significant impact on the pricing of the assignment, clarification on the allocation of responsibilities and costs would assist bidders in preparing a realistic and comparable Financial Proposal.		
43.	Section 5 13 – Payment Schedule Question We note that the final payment milestone is linked to acceptance of the Final Investment Readiness Package, Final Consolidated Report and issuance of an ESIA licence from NEMA. While the Consultant can support preparation, submission and follow-up of required documentation, issuance of approvals remains subject to regulator review and factors outside the Consultant's control. Linking payment to outcomes dependent on independent authorities may expose bidders to risks unrelated to performance of consulting services. Accordingly, we request the client to appropriately modify the final deliverable to ensure final payment is linked to satisfactory completion of Consultant responsibilities only.	Please refer to response No. 22.	Closed
44.	Section 5 Clause. 13 Payment Schedule Question We note the current payment schedule as proposed by the client. Considering the significant level of upfront mobilisation and multidisciplinary inputs required during the initial stages of the assignment, including deployment of key experts, surveys, stakeholder coordination and technical assessments, we kindly request consideration of a more front-loaded payment schedule. This would facilitate timely mobilisation of the requisite resources, improve cash-flow alignment with the anticipated level of effort, and support efficient and high-quality delivery of the assignment. Accordingly, we propose the revised payment schedule set out below for the Client's consideration. We note the current payment schedule as proposed by the client. Considering the significant level of upfront mobilisation and multidisciplinary inputs required during the initial stages of the assignment, including deployment of key experts, surveys, stakeholder coordination and	The payment schedule in TOR Section 13 remains unchanged. Consultants who need early working capital may request the optional advance payment of up to ten percent (10%) of the contract price, against an advance payment guarantee (see response No. 58).	Closed

	technical assessments, we kindly request consideration of a more front-loaded payment schedule. This would facilitate timely mobilisation of the requisite resources, improve cash-flow alignment with the anticipated level of effort, and support efficient and high-quality delivery of the assignment. Accordingly, we propose the revised payment schedule set out below for the Client's consideration. Milestone Deliverable Trigger % of Contract Price (revised) 1 Signing of Contract / Advance Payment (against bank guarantee): Optional 15% 2 Acceptance of Inception Report 15% 3 Acceptance of Infrastructure Assessment and Traffic Modelling Reports 10% 4 Acceptance of Interim report and stakeholder engagement report. 10% 5 Acceptance of Preliminary Designs, ESIA/RAP and Cost Recovery Structuring Report 10% 6 Acceptance of Legal/Institutional Framework Report 10% 7 Acceptance of Detailed Engineering Designs, Bill of Quantities, Engineer's Cost Estimates, Technical Specifications and Tender Documents (Deliverables 8–11) 10% 8 Acceptance of Draft Investment Readiness Package 10% 9 Acceptance of Final Investment Readiness Package and Final Report 10% Total 100%		
45.	Section 5. Terms of Reference Qualification and Experience of Key experts Deputy Team Leader/ Infrastructure Finance and Cost Recovery Specialist Specific experience required for evaluation: Structure 2 cost-recovery, tariff-based or revenue-backed public infrastructure financing arrangements; experience with DFI/concessional lender due diligence; demonstrated understanding of distinguishing public-infrastructure financing/cost-recovery structuring from private concession/PPP transaction advisory Question We note the Authority's emphasis on experienced specialist in the field of cost recovery. Given the nature of the assignment, which requires expertise in cost recovery along with other modes of infrastructure finance including but not limited to tariff/revenue backed financing, PPP financing arrangement, Concessional lending, debt financing, blended finance, etc, an expert with knowledge and experience in various modes of infrastructure financing will be highly suited for this engagement. Hence, we request the Authority to consider experience in 1	The criterion remains unchanged at two (2) cost-recovery, tariff-based or revenue-backed public infrastructure financing arrangements. CVs are scored against the Specific Experience criterion (TOR Section 8), and an expert who demonstrates fewer than two such arrangements will score lower against it. Wider infrastructure finance experience, such as PPP, blended or concessional finance, will count towards this criterion only where it involved designing or implementing a cost-recovery, user-fee or revenue-backed mechanism.	Closed

	(one) cost-recovery, tariff-based or revenue-backed public infrastructure financing arrangements for the Deputy Team Leader profile		
46.	We note that the RFP requires participation through a Joint Venture (JV) arrangement, defined as an association of two or more consultants whose members are jointly and severally liable for contract performance. Kindly clarify whether Trademark would consider alternative association structures, such as a prime consultant-subconsultant arrangement or a consortium without joint and several liability, or whether participation is restricted exclusively to Joint Ventures as defined in the RFP.	Consultants may submit a proposal as (a) a single firm, (b) a single firm with one or more Sub-consultants, or (c) a Joint Venture as defined in ITC 1(n), with or without Sub-consultants. Under (b), the Consultant remains fully responsible to the Client for the whole of the Services and may not subcontract the whole of the Services (ITC 12.9). A consortium in which the members are not jointly and severally liable is not acceptable. Firm experience is evaluated for the Consultant, that is, the single firm or the JV members. The experience of Sub-consultants is not counted towards the firm experience criterion, although Sub-consultant staff may be proposed as Key Experts and will be evaluated on their CVs.	Closed
47.	The RFP stipulates a proposal length of 100 pages. Kindly confirm whether the detailed CVs of the proposed 17 key experts will be counted within this page limit, or whether they may be submitted as annexes and excluded from the 100-page restriction outlined in Page 76	Please refer to response provided under question 32 above.	Closed
48.	Section 5. Terms of Reference 8 Key Experts We kindly request clarification on whether a postgraduate degree in Management (Master's in Business Management - Finance) may also be considered an acceptable educational qualification for the Team Leader position, given the multidisciplinary and leadership-oriented nature of the assignment. Please confirm.	No. The minimum qualification for the Team Leader / Institutional Advisor remains a postgraduate degree in engineering, economics, law or a related field. A Master's in Business Management (Finance) is not considered a related field for this position.	Closed
49.	Section 5. Terms of Reference 14. Proposal Preparation We understand that the RFP prescribes an overall page limit of 100 pages for the proposal. We kindly request clarification on whether firm credentials and proposed team profiles/CVs may be included as annexures to the proposal and whether such credentials and profiles will be considered for technical evaluation, provided that the complete submission, including the annexures, remains within the stipulated 100-page limit. Please confirm our understanding.	Please refer to responses No. 28 and No. 32. Key Expert CVs (Form TECH-7) are uploaded separately in SAP Ariba under the Qualifications and Competence of Key Staff criterion and do not count towards the 100-page limit. Non-Key Expert one-page profiles may be submitted as an annex outside the limit (response No. 28). Firm credentials (Form TECH-2), including the reference assignment sheets, form part of the Technical Proposal and count towards the 100-page limit.	Closed

		Reference letters, completion certificates and testimonials do not count (TOR Section 14). Response No. 61 lists what counts towards the limit. All material submitted in accordance with these responses will be considered in the technical evaluation.	
50.	General Limitation of Liability We understand the consultant's overall liability under the proposed contract is limited to the professional fees received by the selected consultant for the specified scope of work. We request you to confirm our understanding.	Not confirmed. Under GCC Clause 23, the Consultant's liability is governed by the Applicable Law (Kenya), and SCC 23.1 states no additional provisions. Any limitation of liability may be discussed at contract negotiations using the SCC 23.1 template. Under that template, any cap would be expressed as a multiple of the total Contract value, would exclude indirect and consequential loss, and would not apply to gross negligence, wilful misconduct or damage to third parties. The Consultant shall maintain professional liability insurance with cover of not less than the total Contract amount (SCC 24.1(a)). Proposals shall not be made conditional on a limitation of liability.	Closed
51.	Section 2 17.7 Proposal Submission Deadline Considering the breadth and complexity of the assignment and the need to mobilize multidisciplinary expertise and prepare a comprehensive and responsive proposal, we kindly request an extension of the proposal submission deadline by at least one week (Till 21 October 2026). The additional time would enable bidders to adequately address the technical and commercial requirements and submit a high-quality proposal aligned with the Client's expectations. We would appreciate your kind consideration of this request.	Please refer to response No. 1. The submission deadline has already been extended to Wednesday, 28 October 2026 at 1600 hrs EAT, which is later than the date requested.	Closed
52.	(TOR Section 12; Data Sheet 16.4) The estimated budget at TOR Section 12 is expressed in Euro (EUR 900,000 - 1,000,000), while Data Sheet 16.4 requires the Financial Proposal to be expressed in United States Dollars. Please confirm the EUR/USD reference rate and the rate date that the Client will apply when testing a Financial Proposal against the disclosed budget.	Please refer to response No. 30. TMA will convert the EUR budget to USD using the Central Bank of Kenya selling rates on 28 October 2026 (Data Sheet ITC 26.1, as revised). The EUR/USD rate will be derived from the CBK selling rates of the Kenya shilling against the euro and against the US dollar on that date, and the same rate will be applied to all proposals.	Closed

53.	(TOR Section 12; TOR Section 15; ITC 27.3) TOR Section 15 states that disclosure of the budget does not change the evaluation method to Fixed-Budget Selection and that Financial Proposals within the estimated budget ceiling remain competitively scored. ITC 27.3, however, provides that the Client will select the highest-ranked Consultant whose proposal does not exceed the budget indicated in the RFP. Please confirm whether a technically compliant proposal priced above EUR 1,000,000 will be rejected, or scored.	ITC 27.3 forms part of the Fixed-Budget Selection provisions (ITC 27(b)) and does not apply to this assignment, which is procured under QCBS (Data Sheet ITC 2.1). Financial Proposals will be scored as set out in Data Sheet ITC 27.1 (see response No. 59). The disclosed budget is the funding available for the assignment. A Financial Proposal whose total price exceeds the upper limit of EUR 1,000,000 will be rejected. The total price is the Form FIN-1 amount, excluding local indirect taxes such as VAT and including all direct taxes (see response No. 57), converted as set out in response No. 52. Proposals within the budget are scored competitively, consistent with TOR Section 15.	Closed
54.	(TOR Section 12; Data Sheet 21.1; Data Sheet 14.1.3) TOR Section 12 provides that consultants proposing inputs in excess of those specified in the evaluation criteria shall be eliminated from further consideration, while Data Sheet 14.1.3 states that a minimum key expert time input is Not Applicable. Please confirm whether the person-month figures in Data Sheet 21.1, totalling 84 person-months across the seventeen key expert positions, are a ceiling, a minimum, or an exact requirement; whether the elimination test is applied position by position or to the aggregate; and whether the Client would regard a proposal offering fewer person-months than stated as non-responsive or as scoring lower.	Please refer to response No. 16. (i) The person-month inputs for each Key Expert in Data Sheet ITC 21.1 are indicative. They are neither a minimum nor an exact requirement. The total of 84 person-months is the indicative maximum for all Key Experts, and Consultants should keep their total proposed Key Expert input within it. (ii) No elimination test is applied position by position. A proposal will not be eliminated because the input for any individual position is higher or lower than the indicative figure. Consultants may redistribute inputs between positions where this is justified in the methodology and work plan. The elimination provision in TOR Section 12 is amended accordingly. (iii) A proposal offering fewer person-months than indicated is not non-responsive. Under the methodology and work plan criterion, the evaluation panel will assess whether the proposed inputs, for each position and in total, are adequate and well-justified for delivering the Services, and will score the proposal accordingly.	Closed
55.	(ITC 1(q); TOR Section 12; Form FIN-3) Please confirm whether non-key expert inputs count toward the time input limits referred to above, whether there is any restriction on the number or input of non-key experts, and whether non-key expert CVs are required to be submitted given that ITC 1(q) provides they are not evaluated individually.	Non-Key Expert inputs do not count towards the indicative Key Expert inputs or the 84 person-month total (see response No. 16). There is no prescribed limit on the number or inputs of Non-Key Experts, provided the total price remains within the disclosed budget and the team is justified by the methodology. Non-Key Experts are not evaluated individually (ITC 1(q)), and their CVs are not	Closed

		mandatory. TMA would, however, prefer to see them as one-page profiles in an annex outside the 100-page limit (response No. 28). These profiles will inform the evaluation of the team organisation, the methodology and the local content plan.	
56.	(TOR Section 12; Form FIN-2) TOR Section 12 includes contingencies within the estimated budget, but Form FIN-2 provides only for Remuneration and Reimbursables with no contingency line. Please confirm whether contingencies are to be shown as a separate line item, included within reimbursables, or omitted; and if a separate line is permitted, the maximum percentage acceptable.	Contingencies shall not be shown as a separate line item. This is a lump-sum contract (Data Sheet ITC 1(b)), and the Consultant shall include within its remuneration and reimbursable costs whatever allowance it considers necessary for risk. The total in Forms FIN-1 and FIN-2 is the fixed lump-sum price. The reference to contingencies in TOR Section 12 describes what the overall budget envelope covers; it does not create a separate line.	Closed
57.	(TOR Section 12; ITC 16.3; ITC 25.1; Data Sheet 25.1; Form FIN-1; Form FIN-2) The tax provisions are inconsistent across the documents. TOR Section 12 states that all costs shall be inclusive of all applicable taxes, duties, levies and charges except VAT, which is to be identified separately. Form FIN-1 requires the offered amount to be stated excluding all local taxes in accordance with ITC 25.1, with estimated local taxes shown separately. Data Sheet 25.1 requires direct taxes including withholding tax to be included in fees while excluding indirect taxes from evaluation. The note to Form FIN-2 states that, where mandated by tax legislation, the Client will withhold tax at the applicable rate, remit it and furnish the Consultant with a withholding tax certificate. The pre-proposal presentation is also inconsistent between slide 10 and slide 14. Please confirm, in a single statement: (i) whether the price entered at Form FIN-1 is to be gross or net of Kenyan withholding tax; (ii) whether withholding tax will be deducted from that price or paid in addition to it; (iii) whether the EUR 900,000 - 1,000,000 budget is inclusive of VAT and withholding tax; and (iv) which document prevails in the event of conflict.	The following statement applies and prevails over any inconsistent wording in the RFP, the TOR and the pre-proposal presentation: (i) The price entered in Form FIN-1 (Remuneration plus Reimbursables in Form FIN-2) shall include all direct taxes, including Kenyan withholding tax, and shall exclude local indirect taxes such as VAT. Estimated local indirect taxes shall be shown separately under Local Taxes in Form FIN-2. In Form FIN-1, the words “excluding all local taxes” mean local indirect taxes. (ii) Withholding tax will be deducted from that price, not paid in addition to it. TMA will withhold at the applicable statutory rate, remit it to the Kenya Revenue Authority and issue a withholding tax certificate. No gross-up or reimbursement will be made (Data Sheet ITC 25.1; SCC 43.1). (iii) The budget of EUR 900,000–1,000,000 is inclusive of withholding tax and all other direct taxes, and exclusive of VAT. (iv) Data Sheet ITC 25.1, SCC 43.1 and this clarification govern. Local indirect taxes are excluded from the financial evaluation and will be finalised at contract negotiations.	Closed

58.	(TOR Section 13) The payment schedule provides for an optional advance payment of up to 10 per cent against an unconditional first demand bank guarantee issued via SWIFT to a TMA-designated bank in Nairobi. Please confirm the required wording and format of the guarantee, its required validity period, whether a guarantee issued by a bank outside Kenya, including in the United States or Ethiopia, is acceptable, whether a counter-guarantee or confirming bank is required, and whether declining the advance payment has any effect on evaluation.	The advance payment guarantee shall be in the form in Appendix D to the Conditions of Contract, which is subject to the ICC Uniform Rules for Demand Guarantees (URDG 758). It shall be issued for the amount and in the currency of the advance and shall remain valid until the advance has been fully recovered from subsequent instalments (GCC 46.2.1). Its expiry date shall be at least thirty (30) days after the scheduled date of the last instalment against which the advance is recovered. A guarantee issued by a bank outside Kenya is acceptable if it is issued by a reputable, regulated commercial bank and sent by authenticated SWIFT message (MT760) to TMA's designated bank in Nairobi. TMA may require confirmation by a bank in Kenya if its designated bank cannot authenticate the guarantee or does not accept the issuing bank. Details of the designated bank will be provided at contract negotiations. The guarantee is not required with the proposal. The advance payment is optional, and declining it has no effect on the evaluation.	Closed
59.	(TOR Section 15; ITC 24.1.2; ITC 25.1) Please confirm the formula by which the Financial Proposal will be scored within its 10 per cent weight, and confirm that the price used for that scoring is the total price net of taxes as understood under ITC 24.1.2 and ITC 25.1.	Financial Proposals will be scored using the formula in Data Sheet ITC 27.1: $S_f = 100 \times F_m / F$, where F_m is the lowest evaluated price and F is the price of the proposal under consideration. The lowest evaluated proposal therefore receives a financial score of 100, which carries a weight of 10% in the combined score. The combined score is $S = S_t \times 0.90 + S_f \times 0.10$. The price used is the total price in Form FIN-1, net of local indirect taxes in accordance with ITC 24.1.2 and Data Sheet ITC 25.1, and inclusive of all direct taxes (see response No. 57).	Closed
60.	(Data Sheet 1(b); ITC 16.3) The country of applicable law and of performance is Kenya. Please confirm whether a joint venture comprising a firm incorporated in the United States and a firm incorporated in Ethiopia is required to register locally or to establish a permanent establishment in Kenya in order to contract, and how VAT is to be treated on the services of each member. C. PROPOSAL FORMAT, FORMS AND PAGE LIMIT	TMA does not require a Consultant or JV to be incorporated in Kenya, or to establish a branch there, as a condition of submitting a proposal or signing the Contract. Each member is, however, solely responsible for assessing and meeting its own registration, permanent establishment, tax and professional practice obligations in Kenya, in Uganda and in its home country (Data Sheet ITC 16.3; SCC 44). TMA cannot advise on these matters. Engineering and architectural designs submitted for statutory approval in Kenya or Uganda must be signed by professionals registered in that country	Closed

		(see responses No. 24 and No. 63). VAT and other local indirect taxes on each member's services shall be estimated by the Consultant in Form FIN-2, and will be determined and finalised at contract negotiations (Data Sheet ITC 25.1).	
61.	(TOR Section 14) The Technical Proposal is limited to 100 pages, excluding reference letters and testimonials. Please confirm whether the following count toward the 100 pages: curricula vitae (Form TECH-7), team composition and expert inputs (Form TECH-6), work schedule (Form TECH-5), the SEA/SH performance declaration (Form TECH-8), and the support documents required by Form TECH-9, namely the power of attorney, the joint venture agreement or letter of intent, firm and member professional practice certificates, academic certificates and professional practice licences.	The 100-page limit applies to the following content of the Technical Proposal: Form TECH-2 (Consultant's organisation and experience); Form TECH-3 (comments on the TOR); Form TECH-4 (approach, methodology and work plan, including the distinct gender mainstreaming and local content section); Form TECH-5 (work schedule); and Form TECH-6 (team composition and Key Expert inputs). The following do not count towards the 100 pages: Form TECH-1 with the JV letter of intent or agreement; the powers of attorney; the Form TECH-7 CVs, which are uploaded separately (response No. 32); Form TECH-8; the Form TECH-9 support documents (practice certificates, academic certificates, professional licences, reference letters and completion certificates); the Non-Key Expert one-page profile annex (response No. 28); and the Bidders Conflict of Interest Form.	Closed
62.	(Form TECH-6; Form TECH-7; TOR Section 14) Please confirm that Form TECH-7 is the prescribed curriculum vitae format and Form TECH-6 the team composition and key expert inputs table, and confirm whether a curriculum vitae may depart from or extend the structure of Form TECH-7 provided all required fields are completed.	Yes. Form TECH-7 is the prescribed CV format, and Form TECH-6 is the prescribed team composition and Key Expert inputs table. A CV may add rows or entries, for example additional Specific Experience tables, but shall not remove or reorder any field of Form TECH-7. It shall include the certification signed by the expert and by the Consultant's authorised representative. Each Specific Experience entry should show clearly how it meets the criterion for the position in Data Sheet ITC 21.1.	Closed
63.	(Form TECH-9(f); Data Sheet 21.1) Form TECH-9(f) requires a professional practice licence for each key expert if required. Several positions in Data Sheet 21.1 state a registration requirement within the minimum academic qualification column - Structural Engineer (chartered or registered), Architect (registered or licensed), Environmentalist (registered as a lead ESIA expert), and Legal/Institutional Expert (admitted to practice). Please	Registration is a mandatory threshold requirement, forming part of the minimum academic qualification, for four positions: (a) Structural Engineer — chartered or registered as a professional engineer; (b) Architect — registered or licensed to practise; (c) Environmentalist — registered as a lead ESIA expert with NEMA (see response No. 11); and (d) Legal / Institutional Expert — admitted to practise law (see response No. 29). A Key Expert who does not	Closed

	confirm for which positions a current registration or practising licence is a mandatory threshold requirement as opposed to a scored attribute, and whether graduate or associate membership of a professional institution, with full registration in progress, satisfies the requirement.	meet the threshold will not be scored for the position. Graduate, associate or student membership, or full registration still in progress, does not satisfy the requirement. For the Structural Engineer and the Architect, full registration with a recognised national professional or regulatory body in any country is acceptable at proposal stage. Designs and drawings submitted for statutory approval in Kenya or Uganda shall nevertheless be signed by professionals registered in that country, and the Consultant's team shall provide for this. A current registration or practising certificate shall be included under Form TECH-9(f) for each of the four positions.	
64.	(Data Sheet 21.1; ITC 15.1.1) Please confirm whether a single key expert may be proposed for more than one key expert position, and if so whether a separate Form TECH-7 is required for each position.	Yes, subject to the following conditions. An individual may be proposed for more than one Key Expert position, except for the Team Leader and the Deputy Team Leader, who shall each be proposed for that position only. Where an individual is proposed for more than one position: (a) a separate Form TECH-7 shall be submitted for each position, showing how the expert meets the minimum qualification and the specific experience criterion for that position. Each CV will be evaluated separately against the requirements of that position; (b) Form TECH-6 and the work schedule (Form TECH-5) shall show the expert's input against each position. The expert's combined input across all positions shall not exceed the duration of the assignment and shall be consistent with the timing of the activities in each role; and (c) the methodology shall explain how the expert will deliver each role without delay to the programme. Only one CV shall be submitted for each Key Expert position (ITC 15.1.1). The Legal / Institutional Expert position may be shared by two advocates, one for each jurisdiction, as set out in response No. 29, with a CV for each.	Closed

65.	(Data Sheet 21.1) The firm experience criterion limits the panel to a maximum of six reference assignments over the past ten years. Please confirm whether the ten-year period runs from the commencement or the completion of the assignment, and whether an assignment completed more than ten years ago but of direct relevance, for example a One Stop Border Post, may be submitted and scored.	Reference assignments must have been completed within the ten (10) years before the revised submission deadline, that is, between 28 October 2016 and 28 October 2026. In line with Form TECH-2, only completed assignments will be scored. Assignments completed before 28 October 2016 will not be scored under the firm experience criterion, however relevant they are. Experts who worked on them may still cite them in their CVs, where they will be considered in the Key Expert evaluation.	Closed
66.	(Data Sheet 10.1; ITC 17.2 and 17.3; ITC 28.1) The Data Sheet requires a power of attorney that is witnessed and registered, and ITC 28.1 requires it to be witnessed by a Commissioner of Oaths or similar authority. Please state the authority before which it must be witnessed and registered, whether a power of attorney issued outside Kenya must be legalised or apostilled, and how signatures and initials on every page are to be applied to an electronic submission.	The power of attorney shall be signed by the person(s) authorised under the Consultant's constitutional documents and witnessed by a Commissioner for Oaths or a Notary Public in the country where it is executed (ITC 17.3 and 28.1). Notarisation satisfies the requirement in Data Sheet ITC 10.1 for the power of attorney to be witnessed and registered. Legalisation or an apostille is not required with the proposal, but TMA may require it before contract signature. For a JV, a power of attorney is required from each member to its authorised representative, and one from all members to the Lead Member's representative (Section 3, Checklist of Required Forms). For electronic submission, the authorised representative shall sign the submission forms (Forms TECH-1 and FIN-1) and initial every page of the Technical and Financial Proposals. This may be done in hard copy and then scanned to PDF, or by applying a verifiable electronic signature and initials to each page of the PDF.	Closed
67.	(Mandatory Criteria, Data Sheet 21.1; TOR Section 7; ITC 14.1.1) The Mandatory Criteria permit either a duly executed joint venture agreement or a signed letter of intent to form a joint venture, identifying the lead member and all members, their respective roles and responsibilities, joint responsibility for performance and indemnity provisions in favour of TradeMark Africa. Please confirm that a signed letter of intent containing those elements satisfies the mandatory criterion at submission, with the executed joint venture agreement to follow before contract signature as TOR Section 7 provides. Please also confirm, given that the Data Sheet entry	Confirmed. A signed letter of intent to form a JV satisfies the Mandatory Criterion at submission, provided it identifies the Lead Member and all other members, sets out each member's roles and responsibilities, confirms the members' joint responsibility for performance of the contract, and includes indemnity provisions in favour of TradeMark Africa. It should also cover the items listed in TOR Section 7. The successful bidder shall submit the executed JV Agreement before contract signature (TOR Section 7). This RFP is open and no shortlist was operated, so ITC 14.1.1 does not apply. No prior written Client approval of the association is required.	Closed

	against ITC 14.1.1 is marked Not Applicable and no shortlist was operated for this RFP, that no prior written Client approval of the association is required; and if such approval is required, we hereby request it in respect of the association described in our submission.		
68.	(Data Sheet 1(o); ITC 17.1; ITC 17.4; Annex 1 Ariba Bid Submission Guide) The SAP Ariba Bid Submission Guide does not state file-size limits, the permitted number or type of files, or how signatures and initials are to be applied, and it refers to entering a price on the bidding screen. Please confirm these limits, whether a total price must also be entered as a field in addition to the Financial Proposal PDF and which prevails if the two differ, and whether a test submission is possible. Please also confirm the proposal submission address, which is shown in the Data Sheet as "Please insert the SAP link".	The proposal submission address is the SAP Ariba event link given in Data Sheet ITC 1(o) and ITC 17.9 (event 1110024932). Proposals shall be uploaded as PDF files (Data Sheet ITC 17.4). The Technical and Financial Proposals go in the separate technical and commercial response sections, and each CV is uploaded under the relevant Key Expert criterion (response No. 32). Each file should not exceed [80] MB; larger documents should be split into clearly named parts. Where the Ariba bidding screen asks for a total price, it shall be the same amount as the signed Form FIN-1. If the two differ, the signed Form FIN-1 prevails. Signatures and initials shall be applied as set out in response No. 66. No separate test submission is offered. Consultants may submit, revise and resubmit as often as needed before the deadline (ITC 13.2). They are strongly advised to submit well before the deadline and to confirm that the system acknowledges the submission (Data Sheet ITC 1(o)).	Open
69.	(TOR Section 1, Sections 3.1 and 3.2, Section 10; Annex 1 Sections 4 and 5; conference slide 4) The pre-feasibility report treats Busia, Malaba and Lwakhakha as one corridor system and gives concept layouts for Malaba, including a Green Lane and a 7-acre parcel on the Uganda side, and for Lwakhakha as an express transit post for approximately 1,500 transit and 1,500 local trucks a day. Conference slide 4 describes Lwakhakha as supporting regional, local and small-scale trade, while the TOR covers only Malaba and Lwakhakha. Please confirm whether the concept layouts and traffic projections are binding, a starting point, or may be revised; whether effects at Busia must be modelled; and who is responsible for the dependencies named in the report, namely gazettement of Lwakhakha, completion of the Kimaeti to Lwakhakha road, and agreement on the 7-acre	The concept layouts and traffic projections in the pre-feasibility report are a starting point. They are not binding and may be revised. The Consultant shall validate and reassess them, including the functional role of Lwakhakha, in the Infrastructure Assessment Report and the Traffic Modelling and Demand Forecast Report (see responses No. 8 and No. 20). Busia is not within the design scope. However, the demand forecasts shall take account of traffic interactions and diversion between Busia, Malaba and Lwakhakha to the extent that they affect traffic at the two sites (see response No. 8). The gazettement of Lwakhakha, completion of the Kimaeti–Lwakhakha road and agreement on the 7-acre parcel are the responsibility of the relevant Government agencies, and TMA will facilitate engagement with them. The	Closed

	parcel.	Consultant shall confirm the status of each dependency during Work Stream 1, assess how it affects design, phasing, cost recovery and programme, and record it in the risk register. Where a dependency is unresolved, the Consultant shall state it as an assumption or condition in its deliverables.	
70.	(TOR Section 2(1) and 2(2); Section 12) Please confirm whether the Consultant is required to carry out new topographic and geotechnical surveys and laboratory testing at both sites, or may rely on the data in the pre-feasibility study; the expected number and extent of boreholes and test pits; and whether survey and laboratory costs are to be priced within reimbursables at Form FIN-4. 21.	Please refer to responses No. 19 and No. 24.	Closed
71.	(TOR Section 2(2); Data Sheet 21.1) Please confirm which design standards govern the detailed engineering and architectural design where Kenyan, Ugandan and East African Community standards differ, which standard prevails in the event of conflict, and the design life and climate-resilience standard to be applied.	Please refer to response No. 40.	Closed
72.	(TOR Section 2(2); Data Sheet 21.1, ICT and Border Management Systems) Please confirm whether the scope includes specification and procurement packaging of weighbridges, cargo scanners and other border equipment; and whether the border management, cargo tracking or single-window ICT design must integrate with existing Kenya Revenue Authority and Uganda Revenue Authority systems, and if so which systems and whether their documentation will be made available.	The scope includes the civil, structural, electrical, ICT and utility provisions for weighbridges, cargo scanners and other border equipment, together with their performance specifications and lifecycle costs (TOR Sections 3.2 and 3.4). Equipment to be procured under the works contract, or financed through the Cost Recovery Model, shall be included in the Technical Specifications, Bills of Materials and Tender Documents, as supply-and-install items or as separate lots as the Consultant recommends. Where KRA or URA will procure equipment under their own programmes, the Consultant shall design the site interfaces and provide the specifications to the agency concerned. Yes. The ICT design shall integrate with the existing KRA and URA systems at the border, including their customs management systems, the Regional Electronic Cargo Tracking System and the national single windows, and with any systems recommended by the Smart Corridor assignment (see responses No. 21 and No. 26). TMA will facilitate access to system documentation through KRA and URA after contract award, subject to their confidentiality	Closed

		requirements.	
73.	(TOR Section 2(2)) Please confirm responsibility for off-site utility connections - power, water, telecommunications and wastewater - at both sites, and whether the Consultant's scope includes negotiation or design coordination with the relevant utilities in Kenya and Uganda.	Off-site utility works, such as bulk power supply, water mains, trunk fibre and off-site wastewater infrastructure, will be delivered by the relevant utilities, Government agencies or the works contractor, as agreed. The Consultant is not responsible for executing them. The Consultant's scope includes assessing existing utility capacity and reliability at both sites, projecting demand, designing all on-site utility networks up to the points of connection, and coordinating the designs with the relevant utilities and authorities in Kenya and Uganda. It also includes obtaining their technical requirements, connection conditions and cost estimates, and reflecting these in the designs, Bills of Materials and Engineer's Cost Estimates. Where an off-site connection is to be built under the works contract, the Consultant shall design it. Commercial negotiation with the utilities is not required. Renewable energy and water reuse options shall be considered in line with response No. 7.	Closed
74.	(TOR Section 2(2); Section 13 milestone 7) Please confirm which procurement rules the tender-ready procurement package must comply with - the national procurement law of Kenya and Uganda, East African Community rules, or a specific development finance institution's procurement policy - and whether a single package or separate packages per site and per country are expected.	The Tender Documents shall be prepared on the basis of the World Bank Standard Procurement Document for Works, incorporating the FIDIC Conditions of Contract for Construction (Red Book) (TOR Section 3.2). They shall be capable of adaptation to the procurement rules of the financier(s) identified under Work Streams 5 and 9. The Consultant shall also identify in the Infrastructure Assessment Report any requirements of Kenyan and Ugandan public procurement law that would apply if the works were procured by national agencies. For pricing, Consultants shall assume two (2) tender packages, one for each OSBP, each covering the Kenyan and Ugandan zones of the site. The Consultant shall recommend the packaging and lotting strategy (by site, by country or by phase) in the Infrastructure Assessment Report, and the strategy	Closed

		shall be confirmed with the Client before the Tender Documents are prepared.	
75.	(TOR Section 2(4), Section 3.6, Section 11; Data Sheet 21.1) Please confirm the number of Environmental and Social Impact Assessments and Resettlement Action Plans expected, by country or by site; whether Resettlement Action Plans are certainly required; and which safeguard standards apply - the World Bank Environmental and Social Framework, the IFC Performance Standards, or another development finance institution's standards, given the reference to a mostly European DFI. Please also name the intended financiers if known.	Please refer to response No. 10. Four ESIAs are required: Malaba (Kenya), Malaba (Uganda), Lwakhakha (Kenya) and Lwakhakha (Uganda). A RAP is required for any of these where screening confirms land acquisition, physical or economic displacement, or loss of livelihoods. Whether RAPs are needed cannot be confirmed until screening and the land verification under Work Stream 1 have been completed. For pricing, Consultants shall state in their methodology the number and type of RAPs assumed (full RAP, abbreviated RAP or livelihood restoration plan) and price their proposal on that basis. The Consultant shall be responsible for the adequacy of the number and type of RAPs assumed in its proposal. No additional fees or time will be allowed where screening confirms that further or more extensive RAPs are required, unless the requirement arises from a change in project scope or site footprint instructed by the Client. Where screening confirms that fewer or less extensive RAPs are required, the Client may adjust the Contract price accordingly. The applicable safeguard standards are Kenyan and Ugandan national law, together with the IFC Performance Standards and the environmental and social standards of the European DFIs being targeted (for example the EIB Environmental and Social Standards). Where these differ, the more stringent requirement applies. The financiers have not yet been confirmed; identifying and engaging them forms part of Work Streams 5 and 9.	Closed
76.	(TOR Section 3.6; Section 13 milestone 9) Payment milestone 9, carrying 15 per cent of the contract price, requires the ESIA licence of the project from NEMA. Please confirm which NEMA is meant - Kenya, Uganda, or both; whether obtaining the licence is a Consultant deliverable or a Client responsibility with Consultant support; the expected licensing period; and	Please refer to responses No. 10 and No. 22. Each ESIA is submitted to NEMA Kenya for the Kenyan side, or NEMA Uganda for the Ugandan side, of each site. Obtaining the licences is not a Consultant deliverable: the Consultant prepares and submits the ESIAs and supports the Client until the licences are issued. Licensing periods are set by each authority's statutory process and are outside	Closed

	whether the milestone is payable on submission of a complete ESIA where licensing is delayed beyond the programme through no fault of the Consultant.	the Consultant's control. The Consultant is expected to take reasonable steps to follow up with the authorities on the status of issuance of the licences and update the Client while responding to all queries raised by the authorities. Payment Milestone 9 will be released as set out in response No. 22.	
77.	(Data Sheet 21.1; TOR Section 8) Please state the jurisdiction in which the following registrations must be held: the NEMA-registered lead ESIA expert, whether Kenya, Uganda or either; and the Legal/Institutional Expert's admission to practice.	Please refer to responses No. 11 and No. 29. The Environmentalist shall be registered as a lead ESIA expert with NEMA Kenya or NEMA Uganda; registration in both is an advantage. Where the Environmentalist is registered in only one country, a Non-Key Expert registered as a lead expert in the other country shall sign off that country's ESIA's. The Legal / Institutional Expert shall be admitted to practise in Kenya or in Uganda. Kenyan-law outputs shall be settled by a practising Advocate of the High Court of Kenya and Ugandan-law outputs by an appropriately enrolled Ugandan advocate (TOR Section 3.7). The Consultant shall show how both jurisdictions are covered.	Closed
78.	(TOR Section 11; Section 2) Please confirm whether land acquisition, compensation and implementation of any Resettlement Action Plan fall within the Consultant's scope or remain the responsibility of the Client or the respective governments, and confirm the current land tenure status at both sites including the 7-acre parcel on the Uganda side at Malaba.	Land acquisition, compensation and implementation of any RAP are outside the Consultant's scope and remain the responsibility of the respective Governments and their agencies. The Consultant's scope covers land tenure and boundary verification (Work Stream 1); preparation of RAPs where required, including the census, asset inventory, valuation approach, entitlement matrix, budget and implementation arrangements (Work Stream 6); and inclusion of land and resettlement costs and timelines in the cost estimates, programme and investment readiness package. TMA does not warrant the current land tenure status at either site, including the 7-acre parcel on the Ugandan side at Malaba. Any available records will be shared at inception. Confirming the tenure status is part of the Consultant's scope under Work Stream 1.	Closed
79.	(TOR Section 1.2) The assignment is to be implemented concurrently with the Northern Corridor Smart Corridor Diagnostic and Roadmap assignment, with which the Consultant is required to collaborate actively and whose interim outputs the Consultant is to use. Please confirm whether that	The consultant for the Smart Corridor Diagnostic and Roadmap assignment has not yet been appointed; its procurement is under way. TMA will inform the Consultant of the appointment once it is made. TMA will share the Smart Corridor interim outputs with the Consultant through the Client's Project	Closed

	consultant has been appointed and, if so, its identity; whether its interim outputs will be made available to the Consultant and on what timetable; whether any adjustment to the programme or price will be made where those outputs are delayed; and whether a firm bidding or appointed on the Smart Corridor assignment is regarded as conflicted for the purposes of this RFP.	Coordinator as they become available and will facilitate coordination from inception (see response No. 38). Delays to those outputs will be managed as set out in response No. 38; additional fees will be considered only in the circumstances set out in TOR Section 6. Bidding for, or holding, the Smart Corridor assignment does not by itself create a conflict of interest for this RFP, as the two assignments are complementary. Any firm in that position shall disclose it in the Bidders Conflict of Interest Form. TMA will assess it under ITC 3 and may require safeguards, such as separate teams.	
80.	(ITC 4.1; Data Sheet 11.1) Data Sheet 11.1 permits the participation of sub-consultants, key experts and non-key experts in more than one proposal. Please confirm whether a key expert proposed by two competing bidders is required to be disclosed, and how the Client will treat such a case at evaluation. Please also confirm whether any firm or expert involved in the preparation of the pre-feasibility study is regarded as holding an unfair competitive advantage under ITC 4.1.	There is no requirement to disclose that a Key Expert has also been proposed by another bidder (Data Sheet ITC 11.1), and each proposal will be evaluated on its own merits. Each Key Expert must, however, be genuinely available and must confirm participation by signing the CV certification. A proposal will be disqualified if any Key Expert was included without their confirmation or was not available at the time of submission (ITC 12.3). At negotiations, the Consultant must confirm the availability of all Key Experts (ITC 28.3). The pre-feasibility study is provided to all bidders, and Data Sheet ITC 4.1 identifies no unfair competitive advantage. A firm or expert involved in preparing the pre-feasibility study is not barred, but shall declare that involvement in the Bidders Conflict of Interest Form, and TMA will assess it under ITC 3.	Closed
81.	RFP Reference: Section 8: Key Experts / Governance & Anti-Corruption Specialist Pg No.: 73 Bid Reference Text: Minimum Academic Qualification: Postgraduate degree in Public Administration, Governance, or related field. Pre Bid Queries: We kindly request the Client to consider including Law as an acceptable academic qualification for the Governance & Anti-Corruption Specialist position. Specifically, we propose that candidates holding a Bachelor's Degree in Law, supplemented by relevant experience in governance, institutional reforms, anti-corruption frameworks, regulatory compliance, public sector accountability, and legal due diligence, be considered eligible for the position.	No. A postgraduate degree remains the minimum qualification for the Governance / Anti-Corruption Specialist, so a Bachelor's degree in Law does not meet it, whatever the length of experience. A postgraduate law degree (for example an LLM) focused on public law, governance, regulation or anti-corruption will be accepted as a related field.	Closed

82.	Query No.1 RFP Reference: Section 13: Payment Deliverable Pg No.: 75 Bid Reference Text: Payment Schedule as per RFP: Milestone / Deliverable - Current % Signing of Contract / Advance Payment (against bank guarantee)- 10% Acceptance of Inception Report-10% Acceptance of Infrastructure Assessment and Traffic Modelling Reports-10% Acceptance of Interim Report and Stakeholder Engagement Report-5% Acceptance of Preliminary Designs, ESIA/RAP and Cost Recovery Structuring Report-10% Acceptance of Legal/Institutional Framework Report-10% Acceptance of Detailed Engineering Designs, BOQs, Engineer's Cost Estimates, Technical Specifications and Tender Documents-15% Acceptance of Draft Investment Readiness Package-15% Acceptance of Final Investment Readiness Package and Final Report, including ESIA Licence from NEMA-15% Total-100% Pre Bid Queries: We note the payment schedule provided in the RFP. Considering the significant level of effort, specialist inputs, surveys, engineering investigations, design development, ESIA/RAP activities, and preparation of tender-ready documentation required during the intermediate stages of the assignment, we kindly request the Client to consider the following revised payment schedule: Proposed Payment Schedule: Milestone / Deliverable - Current % Signing of Contract / Advance Payment (against bank guarantee) - 10% Acceptance of Inception Report - 10% Acceptance of Infrastructure Assessment and Traffic Modelling Reports - 10% Acceptance of Interim Report and Stakeholder Engagement Report - 5% Acceptance of Preliminary Designs, ESIA/RAP and Cost Recovery Structuring Report - 25% Acceptance of Legal/Institutional Framework Report - 10% Acceptance of Detailed Engineering Designs, BOQs, Engineer's Cost Estimates, Technical Specifications and Tender Documents - 10% Acceptance of Draft Investment Readiness Package - 10% Acceptance of Final Investment Readiness Package and Final Report, including ESIA Licence from NEMA - 10% Total - 100% We believe the proposed allocation more closely reflects the distribution of effort and resources required across the various project stages and would support efficient mobilization and delivery	The payment schedule in TOR Section 13 remains unchanged. Please also refer to response No. 44.	Closed
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	of the assignment. We request the authority to kindly consider this.		
83.	Query No.1 RFP Reference: 21.1 - Mandatory Criteria Joint Venture (JV) Requirements Pg No.: 29 Bid Reference Text: Where bidding as a Joint Venture (JV), the bidder shall submit either a duly executed JV Agreement/Charter or a signed Letter of Intent to form a JV. The document shall clearly identify the Lead JV Member, all other JV members, and the respective roles and responsibilities of each member in the execution of the assignment. It shall also confirm the JV members' joint responsibility for performance of the contract and include appropriate indemnity provisions in favour of TradeMark Africa for liabilities arising from the JV's performance of the assignment. Pre Bid Queries: We kindly request the Client to clarify whether bidders may participate through a Consortium arrangement, supported by duly signed Letters of Association from all consortium members identifying the Lead Member and confirming commitment to the assignment.	No. Participation through a consortium supported only by Letters of Association is not acceptable. Please refer to responses No. 33 and No. 46. Consultants may submit a proposal as (a) a single firm, (b) a single firm with one or more Sub-consultants, or (c) a Joint Venture as defined in ITC 1(n), with or without Sub-consultants. Where firms bid together as one Consultant, they shall do so as a JV, in which all members are jointly and severally liable to the Client for performance of the Contract. A Letter of Association confirming commitment to the assignment does not create that liability. At submission, the Mandatory Criterion may be met by a signed Letter of Intent to form a JV containing the elements set out in Data Sheet ITC 21.1 and response No. 67. Firms that do not wish to accept joint and several liability may instead participate as Sub-consultants to a single lead firm, which remains fully responsible for the whole of the Services (ITC 12.9). The experience of Sub-consultants is not counted towards the firm experience criterion (response No. 46).	Closed
84.	Query No.2 RFP Reference: 21.1 - Technical Criteria Experience and Project References Pg No.: 29 Bid Reference Text: The panel will evaluate a maximum of six (6) reference assignments. Assignments will be assessed for their relevance and comparability in terms of value and scope to the present assignment. Pre Bid Queries: We kindly request the Client to clarify the interpretation of the provision stating that a maximum of six (6) reference assignments will be evaluated. Specifically, are bidders required to submit only six (6) reference assignments for consideration, or may bidders include more than six (6) relevant assignments, with the evaluation panel assessing the six assignments deemed most relevant to the scope, complexity, and objectives of the present assignment?	Consultants should submit no more than six (6) reference assignments under Form TECH-2, selecting those they consider most relevant and comparable in value and scope to the present assignment. If more than six are submitted, the evaluation panel will evaluate only the first six in the order in which they are presented in Form TECH-2, and the rest will not be considered. The panel will not select the most relevant assignments on the Consultant's behalf. Each reference assignment must have been completed within the ten (10) years before the revised submission deadline (response No. 65), and Form TECH-2 counts towards the 100-page limit (response No. 61). Reference letters and completion certificates for the assignments do not count towards the	Closed

		limit.	
85.	Query No.3 RFP Reference: Additional Clauses Bid Reference Text: Additional Clauses We would like to highlight that the Authority has accepted the below-mentioned modifications/additions in a signed contract between TMA and consultants as a part of special conditions. We request the Authority to kindly consider the same. The modifications/additions are as follows: Pre Bid Queries: A. 23.1 Liability: The Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit. The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, contractors and any third party, except for a third party engaged by the Consultant. The limitation of liability shall not apply where the loss or liability is occasioned because of any proven act of fraud or connivance on the part of the consultant. B. Bribery, Conflict of Interest, Corruption and Fraud Code of conduct Kindly add - Each Party represents, warrants and undertakes that:(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present,	Contract terms will not be negotiated at the bidding stage. Proposals shall be based on the Conditions of Contract in the RFP and shall not be made conditional on any amendment to them (see response No. 50). The successful Consultant may raise proposed modifications at contract negotiations, where they will be considered on their merits and adopted only by mutual agreement. Terms agreed under other TMA contracts do not create a precedent for this Contract. Accordingly, the proposed modifications are not accepted at this stage.	Closed

	or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private. (b) Each Party shall, adhere to applicable anti - bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub -clauses (a) and (b). (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy C. Economic and Trade Sanctions, Kindly add As of the date of this Agreement the Client warrants that (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify Consultant if any of these circumstances change, upon occurrence of which, Consultant shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach D. Non-Exclusivity: The Client		
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	acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis		
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SECTION 2: TIPS ON SUBMITTING A WINNING BID

Administrative

- Correct language (with translation/s where different language is used);
- Timelines complied with.
- Full response to tender requirements.
- Attachment of required documents as per the bid instructions such as:
 - o Registration certificate/s;
 - o Tax compliance/ registration.
 - o Professional registrations such as that for engineers, architects, environmentalists, accountants, supply chain experts, etc.,
 - o Power of attorney; and
 - o Audited accounts for the years requested.
- Accurate sealing/ naming of bids envelopes; and
- Timely submissions (no last-minute rush!).
- Separate Technical and Financial proposal.
- Bid security to be in technical proposal.

Technical

- Availability of equipment and personnel
- Very good methodology.
 - o Good work-plan.
 - o Understanding of TORs
- Evidence based experience.
- Proposed excellent team of experts/ personnel.
- Compliant structure of bid.
- Signed CVs of proposed experts/ personnel alongside declaration by individual of her/ his CV not being used by any other firm within the same bid especially where cross-bidding is barred.
- Keen attention on high/ important technical requirements/ qualifications areas & scoring more.
- Quality assurance of the bid.
- Well arranged, titled and easy to read proposal.
- Defined jargon where used.
- Demonstrated creativity and uniqueness of the technical bid/.

Financial:

- inclusion of taxes when advised to.
- fair pricing.
- signed submission form/s.

Post-award:

- positive due diligence.
- accurate bid information.
- good performance (quality, cost, quantity, etc.) on award of contract.