FPU.SR- 19.5

1

# **REQUEST FOR EXPRESSION OF INTEREST (EOI)**

# **SERVICES FOR**

Undertaking Feasibility Studies, Masterplan, and Detailed Engineering Designs, for Development of The Northern Corridor (NC) Regional Logistics Hub on 50 Acres of Land Allocated to The Northern Corridor Member States, Within The Naivasha Special Economic Zone (SEZ) in Kenya

**MARCH 2025** 

**REQUEST FOR EXPRESSION OF INTEREST (EOI)** 

2

Section 3. Technical Proposal - Standard Forms

2

## EXPRESSION OF INTEREST

**NORTHERN CORRIROR TRANSIT AND TRANSPORT CORDINATION AUTHORITY** (NCTTCA) intends to procure Consultancy Services for Undertaking Feasibility Studies, Masterplan, and Detailed Engineering Designs, for Development of The Northern Corridor (NC) Regional Logistics Hub on 50 Acres of Land Allocated to Northern Corridor Member States, Within the Naivasha Special Economic Zone (SEZ) in Kenya, for which this Expression of Interest (EOI) is issued.

NCTTCA now invites interested Bidders, to submit a combined Technical and Financial Proposal for the following Services: Undertaking Feasibility Studies, Masterplan, and Detailed Engineering Designs, for Development of The Northern Corridor (NC) Regional Logistics Hub on 50 Acres of Land Allocated to Northern Corridor Member States, Within the Naivasha Special Economic Zone (SEZ) in Kenya. More details on the services are provided in the attached Terms of Reference (TOR) Section IV.

This is a two-stage competitive bidding process, based on which qualified Bidders will be selected and requested to submit Proposals under a separate Request for Proposals (RFP) that shall be issued upon completion of evaluations and selection of qualified firms.

The EOI includes the following documents:

Section I.	Instructions to the Consulting Firm
Section II.	Technical Proposal – Standard Forms
Section III.	Financial Proposal – Standard Forms
Section IV.	Terms of Reference
Section V.	Standard Form of Contract

The combined Proposal must be delivered by hand or through mail to NCTTCA on **1196** Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya. Email procurement@ttcanc.org. by Friday 18<sup>th</sup> April 2025 by 1700Hours, Kenyan Time.

NCTTCA reserves the right to accept or reject any proposal at any time prior to contract award, without thereby incurring any liability to the affected Consulting Firm.

Dr. Eng. John Deng Diar Diing. PhD PE EXECUTIVE SECRETARY

# **Table of Contents**

Section I - Instructions to Consulting Firms	5
Section II – Technical Proposal Standard Forms	13
Section III. Financial Proposal - Standard Forms	20
Section IV. Terms of Reference	25
Section V – Pro-forma Contract	42

# HOW TO APPLY:

Interested firms for the above-mentioned project shall collect the EOI bid documents from our Procurement offices or download these from our website. The EOI bid must be accompanied by the following mandatory requirements:

- a) Certified copy of company registration or incorporation certificate from the country of origin.
- b) Certified copy of Personal Identification Number (PIN) and Vlaue Added Tax (VAT) registration or their equivalent.
- c) Certified copy of valid Tax Compliance Certificate (TCC).
- d) Certified copy of financial statements and accounts for the last 3 years.
- e) Company profile clearly indicating previous relevant or similar undertakings.

The Firm will be selected under a Quality – Cost Based Selection procedure.

# **TECHNICAL AND FINANCIAL EVALUATIONS:**

## **INSTRUCTIONS TO BIDDERS**

Name of the Client:

## NORTHERN CORRIROR TRANSIT AND TRANSPORT CORDINATION AUTHORITY

Financial Bid to be submitted together with Technical Proposal:

YES, BUT IN SEPARETE FILES. THE FINANCE BID IN PDF SHOULD BE PASSWORD PROTECTED. ONCE THE FIRM HAS QUALIFIED IN TECHNICAL EVALUATIONS, NCTTCA WILL NOTIFY AND REQUEST FOR THE PASSWORD.

Name of the assignment is:

EOI/PSIP/01/2025 - Undertaking Feasibility Studies, Masterplan, and Detailed Engineering Designs, for Development of The Northern Corridor (NC) Regional Logistics Hub on 50 Acres of Land Allocated to Northern Corridor Member States, Within the Naivasha Special Economic Zone (SEZ) in Kenya.

The Client's representative is:

Executive Secretary, Address: 1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya. Email procurement@ttcanc.org

The Proposal Validity Period shall be: **90 days** 

Clarifications may be requested not later than: **7 (seven) days before the submission date**.

The address for clarification on bid document: procurement@ttcanc.org

Bidders must submit prices exclusive of taxes as the institution is tax exempt

Prices quoted shall be in **US Dollars** 

The BID will be sent by email to procurement@ttcanc.org as 2 separate files. The Financial bid shall be in PDF and with a password.

The Proposal submission will be by *Email to:* procurement@ttcanc.org

Proposals must be submitted no later than the following date and time:

**18<sup>th</sup> April 2025 at 10am** (Late Proposals shall not be accepted).

Attendance at Opening:

The bidders will not attend the opening of the bids.

# Section I - Instructions to Consulting Firms

## 1. Introduction

- 1.1 Qualified Consulting Firms are invited to submit Technical and Financial Proposals for the services required under the subject matter indicated above.
- 1.2 The Consulting Firm should familiarize themselves with local conditions and take them into account in preparing and submitting their Bids.
- 1.3 The Consulting Firm's costs of preparing the proposal and of negotiating the Contract, are not reimbursable as a direct cost of the assignment.
- 1.4 The Consulting Firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of NCTTCA and its partners.
- 1.5 NCTTCA is not bound to accept any proposal and reserves the right to annul the engagement process at any time prior to contract award, without thereby incurring any liability to the Consulting Firm.
- 1.6 NCTTCA shall provide at no cost to the Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section IV. Terms of Reference).

# 2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 NCTTCA Policy requires that all NCTTCA Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. NCTTCA shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, NCTTCA defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
  - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
  - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit; and
  - Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.

# 3. Clarifications and Amendments to the EOI Documents

- 3.1 At any time before the submission of the Bids, NCTTCA may, for any reason, whether at its own initiative or in response to a request for clarification, amend the EOI. Any amendment made will be made available to all the Bidders who shall have acknowledged the Letter of Invitation for EOIs.
- 3.2. Bidders may request for clarification(s) on any part of the EOI. The request must be sent in writing or by standard electronic means and submitted to NCTTCA at the address indicated in the invitation at least *(7) calendar days* before the set deadline for submission and receipt of Bids. NCTTCA will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

# 4. Preparation of the Bids

- 4.1 The Consulting Firm's Bid shall have two (2) components:
  - a) the Technical Proposal, and
  - b) the Financial Proposal.

- 4.2 The Proposal, and all related correspondence exchanged by the Consulting Firms and NCTTCA, shall be in *English*. All reports prepared by the contracted Service Provider/Consulting Firm shall, be in *English*.
- 4.3 The interested Bidders are expected to examine in detail the documents constituting this Request for EOIs. Material deficiencies in providing the information requested may result in rejection of a Bid.

# 5. Technical Proposal

- 5.1 When preparing the Technical Proposal, the Bidders must give particular attention to the following:
  - a) Bidders will be expected to express their interest in undertaking this assignment and so doing, they will have to demonstrate their capacity and experience in undertaking similar assignments.
  - b) If the Bidder feels that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.<sup>1</sup>
  - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
  - c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have experience as detailed in the ToRs below.
- 5.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TECH 1 to TECH 6 (Section III).
  - a) A description of the approach, methodology and work plan for performing the assignment (TECH-3). This should normally consist of maximum of two pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TECH-7)
  - b) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TECH-4).

- c) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-5). Key information should include number of years worked for the firm and degree of responsibility held in various assignments during the last *five years*.
- d) A time schedule estimate of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TECH–6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- e) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TECH-7).

# 6. Financial Proposal

- 6.1 In preparing the Financial Proposal, the consulting firms are expected to take into account the requirements and conditions outlined in the ToR. The Financial. Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 6.2 The Financial proposal shall include all preliminary costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 6.3 The Consulting Firm may be subject to local taxes on amounts payable under the Contract. Taxes, however, shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 6.4. The Consulting Firm shall express the price of their services in USD.
- 6.5 The Financial Proposal shall be valid for *90 calendar days*. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. NCTTCA will make its best effort to complete the full RFP process and negotiations and determine the award within the validity period. If NCTTCA wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.

## 7. Submission, Receipt, and Opening of Proposals

- 7.1 Consulting Firms may only submit one proposal.
- 7.2 The original Proposal (combining both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to

correct errors made by the Consulting Firm itself. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

- 8.3 The Consulting Firm shall submit an original soft version of the combined proposal for both Technical and Financial Proposals, which shall be marked "Original".
- 8.4 The original Proposal shall be sent to: procurement@ttcanc.org
- 8.5 The Proposal must be received by NCTTCA at the place, date and time indicated in the invitation to submit or any new place and date established by the NCTTCA.
- 8.6 After the deadline for the submission, the combined Proposal including Financial and Technical proposals shall be opened at once by the NCTTCA. Both Technical and Financial Proposals will be looked at, at the same time.

# 8. Evaluation of the Proposal

- 8.1 If any objection will be raised on the Technical Proposal, NCTTCA will evaluate the cost proposed against the assignment planned budget and make a decision immediately.
- 8.2 Technical and Financial Evaluations

# Proposal Evaluation Process

Evaluation of bids shall be done as follows:

Technical & Financial Proposal evaluation will be carried out.

Evaluations will follow a 3-step process:

Step 1: Preliminary Evaluation: Responsiveness to all mandatory requirements

**Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below.

The Financial Proposal for bidders whose Technical Proposals are evaluated as scoring a minimum score of 80% will be eligible for Financial Proposal Evaluation.

**<u>Step 3</u>**: Financial Proposal Evaluation: Financial Proposals will be evaluated according to the criteria set out below.

# Step 1: Preliminary Evaluation

The bids; Shall contain the following components:

Particulars of Tendering Company including:

- 1) The Company background/profile (**Mandatory**).
- 2) Postal and physical address of the business (**Mandatory**).

- 3) Certificate of Registration/Incorporation (**Mandatory**).
- 4) Valid and Current Tax Compliance or Tax-Exempt Certificate from Revenue Authority where the business operations of tenderer are domiciled (**Mandatory**).

Evaluation of all bids submitted will be made firstly in respect of their responsiveness to preliminary requirements set above on a pass-fail basis. The bids that are not responsive to any of the **Mandatory** requirements shall be rejected and disqualified from further consideration.

Те	chnical Evaluation Criteria	Allotted Maximum Score	Pass Score 80%		
1.	Specific Experience of the Consulting Firm relevant to the assignment (30 points)	30	24		
	a. Experience of carrying out assignments of a similar nature <b>(10 points).</b>				
	<ul> <li>b. Specific Experience in preparation of infrastructure project Master Plans (<b>10 points).</b></li> </ul>				
	<ul> <li>c. Experience in undertaking Feasibility Studies, Detailed Engineering Designs and costing infrastructure projects (10 points).</li> </ul>				
2.	Adequacy of the proposed methodology and work plan	30	24		
3.	Specified key personnel – professional staff qualifications and competence for the assignment	40	32		
	a. Team Leader/Economist or Civil Engineer (5 points)				
	b. Architect (4 points)				
	<ul> <li>c. Financial Specialist (4 points)</li> <li>d. Topographical Surveyor (4 points)</li> </ul>				
	e. Civil/Structural Engineer (4 points)				
	f. Quantity Surveyor <b>(4 points)</b>				
	g. Legal and Institutional Expert (3 points)				
	h. Customs and Border Management Expert				

-	Social Safeguards Specialist (3 points) Environmental Specialist Team Leader (3 points)			
Total		100	80	

The minimum technical score, (Ts), required to pass and proceed to Financial Proposal opening is: **80%** 

## **Technical and Financial Weights**

Technical proposal weight: **80%** Financial proposal weight: **20%** 

## Step 3: Financial Proposal

Evaluation

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P)

**Proposals are:** T = 80, and P = 20

Proposals are ranked according to their combined technical (Ts) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as follows:  $S = Ts \times T\% + Sf \times P\%$ .

Completed EOI documents in pdf format clearly marked with the tender number and submitted in the manner prescribed in this EOI document, should be addressed to:

The Executive Secretary NCTTCA P.O. Box 34068 – 80118 Mombasa, Kenya 1196 Links Road, Nyali Email: procurement@ttcanc.org

# Section II – Technical Proposal Standard Forms

# **TECH-1: Technical Proposal Submission Form**

[Location, Date]

To: [Executive Secretary, NCTTCA]

Dear Sir

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Expression of Interest (EOI) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Proposals combined in one document.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept NCTTCA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with NCTTCA as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

# TECH – 2: Consulting Firms Organization

[Provide here brief (maximum two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

# TECH – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

# TECH – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff							
Name	Position	Task					

2. Support Staff							
Name	Position	Task					

# TECH – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:								
Name of Firm:								
Name of Staff:								
Profession:								
Date of Birth:								
Years with Firm/Entity:	Nationality:							
Membership in Professional Societies:								
Detailed Tasks Assigned:								

## **Key Qualifications:**

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

## Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

## **Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

## Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

## **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member and authorized representative of the firm] Day/Month/Year

			Months (in the Form of a Bar Chart)										r Chart)		
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)
Full-time: Reports Due: Activities Duration: Location		Part-time:													

# **TECH-6: Time Schedule for Professional Personnel**

Signature of Authorized Representative: Full Name: Title:

# TECH-7: Activity (Work) Schedule

A. Fi	A. Field Investigation and Other Activities													
							Du	ratio	n					
No.	Activity/Wor k Description	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10t h	11t h	12t h	
1														
2														
3														
4														
5														

# B. Completion and Submission of Reports

Reports	Date

# Section III. Financial Proposal - Standard Forms

# **FPF-1: Financial Proposal Submission Form**

[Location, Date]

To: [Executive Secretary, NCTTCA]

## Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Expression of Interest (EOI) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the NCTTCA right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NCTTCA as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the EOI sent to us.

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

We remain,

Yours sincerely, Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

# **FPF– 2: Summary of Costs**

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal <sup>1</sup>		

<sup>1</sup> Indicate total costs, net of local taxes, to be paid by NCTTCA in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

# FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>					
Cost Component	Costs					
Cost Component	Currency	Amount				
Remuneration <sup>4</sup>						
Reimbursable Expenses <sup>4</sup>						
Subtotals						

<sup>1</sup> Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

<sup>2</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

# FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Name of Staff	Position	Staff-month Rate				
Professional Staff	Professional Staff					
1.						
2.						
3.						
4.						
5.						
Support Staff	Support Staff					
1.						
2.						
3.						
4.						
5.						

<sup>1</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

# FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

 $^{1}$  Delete items that are not applicable or add other items according to Paragraph 7.2 of Section

II-Instruction to Service Providers/ Consulting Firms

<sup>2</sup> Indicate unit cost and currency.

# Section IV. Terms of Reference

# **1.0 INTRODUCTION**

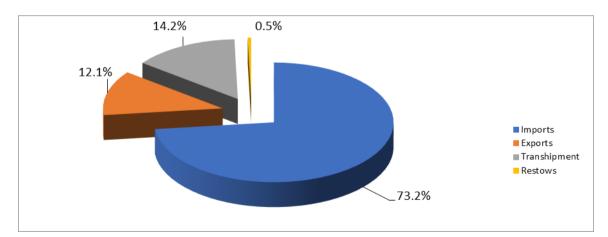
# **1.1** About Northern Corridor Transit and Transport Coordination Authority

The Northern Corridor is the multimodal transport corridor linking the Kenyan maritime sea port of Mombasa to the hinterland countries of Burundi, the Democratic Republic of the Congo (DRC), Rwanda, South Sudan and Uganda. The Corridor was established through an interstate Agreement - the Northern Corridor Transit and Transport Agreement; signed in 2007 (formerly the Northern Corridor Transit Agreement signed in 1985). The institution overseeing the implementation of the Agreement is the Northern Corridor Transit and Transport Coordination Authority (NCTTCA). The Authority is mandated to facilitate trade and movement of people, transform the Northern Corridor into a development corridor by stimulating investments, and to implement strategies to accelerate economic and social development while ensuring environmental sustainability.

The Northern Corridor is a multimodal transport network consisting of road, rail, pipeline, ports and inland waterways. The physical transport infrastructure consists of the Maritime Port of Mombasa, Road Network, Weighbridges, Borders & One Stop Border Posts (OSBPs), Railways, Oil Pipeline, Inland Waterways and Inland Container Depots (ICDs).

# **1.2 Project Background and Rationale**

The current situation of transport and logistics on the Northern Corridor is that movement of cargo relies on Mombasa Port operations, operations of the Railway system, condition of road traffic and cross border operations, therefore efficiency in all these nodes is important in trade facilitation. Mombasa Port is the only international seaport on the Northern Corridor via which most imports and exports for the Northern Corridor Member States pass. In the year 2024, the total imports at the Port of Mombasa were 30.00million MT, while exports of 4.965million MT were recorded and the rest was transshipment (and restows). This means that the region heavily relies on imports with 73.2% of the total cargo handled in Mombasa being imports, 12.1% exports and 14.2% is transshipment. With exports accounting for only about 12.1% of total trade, the region isn't capturing significant foreign exchange earnings, and has low domestic industrial development. There is therefore need to promote regional policies that boost domestic manufacturing through export-led growth strategies.



## Figure 1.0: Mombasa Port Throughput 2024

Source: KPA Bulletin of Statistics 2024\* (Projections)

During the year 2024, the throughput at the Port of Mombasa is projected to have grown by 14% from 35.98million tons to 40.99 million MT, with 73.2% of the cargo handled being imports, while only 12.1% were exports as indicated in Figure 1.0 above. Container traffic recorded 2.005million Twenty Foot Equivalent Units (TEUs), compared to 1.623million TEUs in the previous year, representing a growth of 24%. Over the past five (5) years, compounded annual growth in cargo throughput was 4.7%, moving from 34.12million tons in 2020 to a projected 40.99million tons in 2024.

Transit Market S	hare: 2024			('000'MT)	2020	2021	2022	2023	2024
Rwanda	Tanzania	Burundi	Others	Uganda	7,698	7,263	7,319	7,115	8,721
683 5.1%	455 3.4%	66 0.5%	94 0.7%	S. Sudan	1,056	1,066	1,263	1,920	1,689
				D.R. Congo	732	788	963	1,511	1,579
D.R. Congo				Rwanda	427	185	430	520	683
11.9%				Tanzania	253	232	236	313	455
				Burundi	1	1	14	0	66
5. Sudan 1,689			Uganda 8,721	Others	4	6	10	34	94
12.7%			65.6%	Total	10,171	9,541	10,234	11,414	13,288

#### Table 1.0 Transit Market Shares: 2024

#### Source: KPA Bulletin of Statistics 2024\* (Projections)

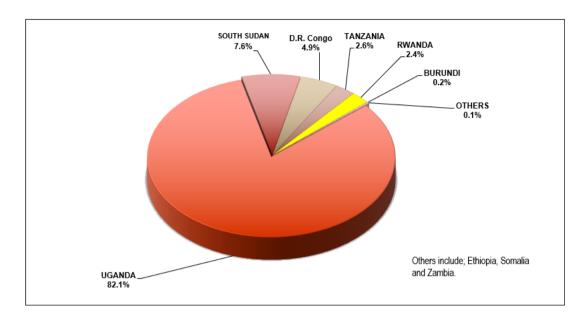
Transit traffic, which represents Mombasa Port utilisation by the Northern Corridor Member States, made a remarkable growth in 2024 of 16.5% to record 13.289million tons in 2024, up from 11.396million tons in 2023. Uganda being the main driver posting a growth of 1.606 million tons or 22.6%. Rwanda and Tanzania market also recorded notable growths of 163,000 tons or 31.3% and 142,000 tons or 45.5% respectively, in comparison to the volumes handled in the same period last year. Majority of the transit cargo continues to be destined to Uganda (65.6%) followed by South Sudan (12.7%) and DRC (11.9%).

The ICD in Naivasha is projected to have witnessed increased cargo by 4,849 TEUs to reach 16,636 TEUs in 2024 compared with 11,787 TEUs handled in 2023. The utilisation of the Naivasha ICD represents a critical opportunity for the Northern Corridor Member States to handle their cargo at a reduced distance, making it faster, cheaper and more cost effective.

Similarly, the Kisumu Lake Port continues to register increased exportation of gas oil, steel billet and ceramic tiles to the neighbouring countries, recording a total throughput of 280,381 tons in 2024 up from 127, 745 tons realized in 2023, similarly the number of vessels increased to 220 from 115 realized in the same period.

The Naivasha ICD provides enabling infrastructure for operationalization of freight services along Phase 2A SGR line. The main components of the facility include; Railway Yard, Container Yard, Connecting Road, Operations/Integrated Building, Security/Access Gate, Operational Equipment (Reach Stackers). Other facilities e.g. power supply system, water supply system, security installations (fencing, CCTV cameras, flood lights, etc.). the ICD was substantially completed on May 7, 2020, and is operational.

The ICD in Naivasha is served mostly by rail, with the freight market share for transit countries being as indicated below.



#### Figure 2.0: Rail Freight Market Share for Transit Countries: 2024

#### Source: Kenya Railways

The Port of Mombasa has a capacity of handling about 50million tons of cargo annually and an estimated 2.1million TEUs. Plans are underway to increase container handling capacity to about 3.0million, by expanding Berth No. 19B (additional 300,000TEUs) as well as development of the Phase III of the Mombasa Port Development Project (MPDP) (additional 450,000 TEUs).

Berth occupancy is currently at about 82%, up from 70% in 2023, which was mainly attributed to windfall traffic on the eastern seaboard of Africa due to the diversion of vessels around the cape of good hope and the ongoing congestion concerns in other regional ports.

	2020	2021	2022	2023	2024
Mombasa Container Terminal	81.5	74.9	75.2	69.9	81.8
Kipevu Oil Terminal	81.7	87.5	82.2	30.8	26.6
Shimanzi Oil Terminal	43.5	64.5	60.3	55.3	45.0
General Cargo	64.1	60.0	61.2	52.8	56.8
Mbaraki Wharf	25.9	35.5	50.4	58.3	43.7

# Source: KPA Bulletin of Statistics 2024\* (Projected)

The high traffic resulting from rerouting vessels has negatively impacted on a few key indicators such average ship waiting time for all vessels and container ship turnaround time which rose from 0.78 days in 2023 to 1.53 days registered in 2024 and from 2.3 days in 2023 to 2.9 days respectively.

As far as cross border operation is concerned, One Stop Boarder Posts (OSBPs) have had great contribution to improvement of operational efficiency. However, seamless operations have not been achieved thus resulting in delays at the border points. At Malaba border, located between Kenya and Uganda, long queues sometimes as long as more than 3km are commonly witnessed during daytime.

# **1.3** Statement of the Problem

Recognizing the above problems facing the Port of Mombasa and the Northern Corridor facilities, the Government of Kenya allocated 50 acres of land at the Naivasha Special Economic Zone (SEZ) to the Northern Corridor Member States to aid them in enhancing inland logistics and exploring the following key opportunities;

- 1. Development of dry port facilities closer to the final destination;
- 2. Enabling cargo clearing processes to be handled country wise at these facilities, thus avoiding the processes at Mombasa Port;
- 3. Reducing the travel distance by about 700Kms;
- 4. Reducing costs associated with cargo handling and logistics; and
- 5. Enabling Member States to innovate and create facilities that would meet their needs, interests and those of the private sector within their countries.

The developments on the allocated land is envisioned to aid in promotion of export and better handling of imports for inland countries, provision of inland container depots, logistic centers and warehouse functions.

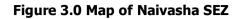
These functions are also expected to attract other industrial functions such as manufacturing, trading, market, cargo consolidation, value addition among others. It is expected that these functions will be more efficiently connected with logistic infrastructure such as standard gauged railway, highway, port and airport.

Now therefore to develop the 50 acres of land allocated to the Member States, the NCTTCA has planned to undertake development of a regional logistics hub whose objectives will be:

- a) Enhance exports in the Member States of the Northern Corridor to improve the balance of trade and investments in the region;
- b) To improve intra-regional trade;
- c) Alleviate congestion and delays at the Port of Mombasa amid the rising demand for cargo in the region;
- d) Improve consolidation of export and transshipment of containers in the region thus lowering the cost of doing business; and
- e) Streamline and enhance efficiency in customs procedures.

The Northern Corridor Regional Logistics Hub at the Naivasha SEZ is intended to revolutionize regional trade efficiency through advanced logistics solutions, seamless intermodal connectivity, and technology-driven operations. With a sustainable business model and robust governance, the hub is positioned to become East Africa's leading logistics center.

# 1.4 Location of the Naivasha SEZ





# Source: SEZ Authority, Kenya

The Naivasha SEZ is located in Nakuru County near Mai-Mahiu town on 1,000 acres of land. The SEZ is adjacent to the Naivasha Inland Container Depot, connected to rail via the SGR. The Narok-Mai Mahiu and Nakuru highways offer additional connectivity to the rest of the region. **10 acres of land were allocated to each of the 5 Northern Corridor Member States within this SEZ.** The allocated land is adjacent to the Inland Container Depot and the SEZ office and One Stop Shop.

# 1.5 Planned SGR Projects Along the Northern Corridor

Kenya Railways plans to undertake the following major projects, aimed at advancing SGR connectivity within Kenya and with the Member States of Northern Corridor. These new developments will be undertaken in phases as indicated below;

- 1. Phase 2B SGR (262km) Naivasha Kisumu (Includes New Kisumu Port);
  - Commercial Contract signed on March 24, 2016
  - Kenya Railways undertook review of the Feasibility Study report in July, 2019
  - Feasibility study report was updated in June 2024
  - Route alignment was established
  - Relocation Action Plan Study initiated. Expected to take 3 months and will initiate the land acquisition process
  - Identification for financing for construction is ongoing

- 2. Phase 2C SGR (107km) Kisumu Malaba
  - Commercial Contract signed on March 24, 2016
  - Kenya Railways undertook review of the Feasibility Study report in July, 2019
  - Feasibility study report was updated in June 2024
  - Route alignment established
  - Relocation Action Plan Study initiated and expected to take 3 months. This is the first step towards the land acquisition process
  - Identification for financing for construction is ongoing
- 3. Construction of Infrastructural of Logistics and Commercial Hubs along the SGR Network
  - In order to boost the economic activities along the railway corridor. The Government of Kenya Intends to develop commercial and Logistics hubs at key nodes as follows:
    - Voi
    - Athi River
    - Naivasha
    - Bomet
    - Sotik
    - Kisumu
    - Malaba
    - Thika
    - Sagana
    - Nanyuki

# 2.0 OBJECTIVES OF THE ASSIGNMENT

## 2.1 General Objective:

This assignment aims to assess the feasibility of developing and operating a regional logistics hub on the land measuring 50 acres in total, allocated by the Government of Kenya, to the five (5) Northern Corridor Member States, within the Naivasha Special Economic Zone. The assignment will comprise of a detailed feasibility study, master plan and detailed engineering designs.

# 2.2 Specific Objectives:

The specific objectives of this assignment are to undertake the following:

- 1) Analyse the feasibility of the project, developed as a Regional Project;
- 2) Confirm Member States' visions for trade facilitation through the intended developments at the land;
- 3) Using the above information, guide appropriately and synthesize the divergent interests of the Member States into one regional project; and
- 4) Undertake master planning and detailed engineering designs of the required facilities, with clear alignment to the overall vision and Master Plan of the Naivasha SEZ.

# 3.0 SCOPE OF WORK

This assignment is output-based, requiring the Consultant to undertake all necessary tasks to achieve the project's objectives. The assignment covers a regional approach to project development and programming. Broadly, the scope will cover but will not be limited to the following key areas;

# 1) Data Collection, Review and Analysis:

- Review existing literature and relevant data sources to appreciate the project background and establish the current status;
- Consult key stakeholders (across government, private sector and consumers at both regional and national levels) and gather their views and needs with regard to the use of the project;
- Collect transit traffic data originating from the Port of Mombasa and going through the Northern Corridor into all the hinterland countries, analysing the statistics, nature of cargo handled, origin and destination, among other qualities that are relevant to this assignment; and
- Collect technical data from the project site and utilize as appropriate inline with the project objectives.

# 2) Cargo and Traffic Demand Forecasts

- Determine overall cargo volumes (Mombasa Port Throughput) as well as transit cargo volumes and undertake projections over the next 25years (2025 2050);
- Analyse the global, regional and national economic growth trends;
- Determine factors influencing the volume trends and study their impact on future volumes and make appropriate recommendations;
- Considering the Member States intentions and visions, analyse possible cargo handling facilities, operational models and treatment that may be applied at each Member State's facility;
- Undertake the modal shift analysis at the Naivasha Regional Logistics Hub and determine related facility and system requirements;
- Carry out an extensive situation assessment (description of the status quo) and analysis of the related gaps in service provision for the Member States cargo at the Naivasha ICD and recommend possible solutions; and
- Verify the relevance of the proposed facilities on the Member States' land in addressing the existing problems related to the service provision at the Naivasha ICD considering financial, economic, social, and environmental aspects.

# 3) Undertake Technical Assessment:

- Undertake site identification and assessment to determine its technical specifications as well as general conditions including geotechnical and soil conditions, topography, geology, hydrology and drainage, construction material type requirements, rainfall, temperature, climate-resilience, energy sources, scope for future development or expansion, among others;
- Identify infrastructure needs and technical requirements for each Member State facility; and
- Assess the specific technologies required to undertake the project and the feasibility of their utilisation and application.

## 4) Economic and Financial Analysis

- Assess financial viability of the project;
- Assess the various possible funding options (including PPP options and opportunities, green bonds, concessional loans, donor grants, among others) based on the findings and interests of each Member State and recommend the top three (3);
- Undertake a detailed cost benefit analysis for the project;
- Assess financial risks and investment options; and
- Assess the Economic impact of the project.

# 5) Environmental and Social Impact Assessment (ESIA):

- The Consultant shall conduct analysis, which shall detail the positive and negative effects of the development of the project on the environment, and recommend appropriate solutions to minimize any undesirable effects resulting from improvements of the land. The analyses shall include, but not be limited to the following factors:
  - Assess potential environmental and social impacts of the project;
  - Propose mitigation measures where applicable;
  - Address any gender equality and women empowerment issues;
  - Undertake climate change adaptation and mitigation measures, including carbon reduction strategies;
  - Analyse and recommend preservation of areas and land use of particular value including agricultural and natural conservation areas, forests and other important natural resources, cultural and historic sites, etc;
  - Assess direct impact on agriculture and forestry, particularly the utilization of fire wood and water;
  - Assess the potential disturbance of vegetation, propose for re-vegetation and conservation of biodiversity;
  - Recommend measures for prevention of soil erosion and sedimentation;
  - Address potential pollution through clear mitigation measures; and
  - Identify potential vulnerable groups (including existence of any populations that may need to be relocated and propose a Resettlement Action Plan) as well as ensure they are not negatively affected by the project.

# 6) Cross - Cutting Issues:

- Introduce innovations that are necessary for ensuring project competitiveness and success;
- Recommend sustainability measures that will ensure project sustainability despite any foreseeable or unforeseen issues;
- Assess and recommend prevention of health hazards arising from ponding water and pollution of water courses and/or sources;
- Propose measures for the rehabilitation of sources of construction materials, borrow pits and quarries;
- Recommend health and sanitation facilities for use by construction labour units;
- Study and ensure the avoidance of and reduction of visual intrusion; and
- Assess the impact on demographic factors including the prevention of undesirable developments in close proximity to the project site, and recommended regulations and measures to limit negative impact on adjacent communities and areas.

# 7) Regulatory and Policy Review:

- Identify applicable laws, regulations, and policies;
- Illustrate compliance requirements for all laws, regulations and policies, for successful project execution;
- Assess institutional capacities and potential barriers to project implementation; and
- Recommend any proposed areas for consideration in order to ensure successful project execution

# 8) Risk Assessment and Mitigation:

- Identify potential risks at all levels and phases of the project;
- Develop risk mitigation strategies, within a comprehensive Risk Management Plan; and
- Recommend a detailed Monitoring and Evaluation Plan for the project.

# 9) Preliminary Designs

- Based on each facility's design, propose an overall Master Plan of the Northern Corridor Regional Logistics Hub in Naivasha; and
- Based on each Member State requirements and in consideration of the Naivasha SEZ development requirements, propose preliminary architectural drawings of each Member State's facility.

# **10)** Detailed Engineering Designs

# I. Conceptual Planning

• Based on the preliminary designs, develop detailed layout plans for the hub.

# II. Infrastructure Requirements

- Transportation Networks: evaluate the need for connecting roads, rail sidings, pipelines, etc. to support the logistics hub (entrances, internal access, parking areas, exits);
- Utilities: determine the requirements for essential services such as Water supply, sourcing and distribution systems; Electricity: power supply capacity and reliability; Waste Management: Systems for sewage and solid waste disposal.

# III. Site Conditions

- Topography: based on the topographical data collected during the data collection phase, undertake deep dive analysis to determine the land's physical characteristics, including slope, elevation, and soil type, to understand construction feasibility;
- Geotechnical Studies: Conduct soil testing to assess stability and suitability for construction, particularly for large structures; and
- Environmental Constraints: Identify any protected areas, flood zones, or other environmental considerations that may affect development.

# IV. Technology Requirements

- Construction Technology: Evaluate the types of construction methods and technologies that will be required to build the infrastructure; and
- Operational Technology: Assess the technology needed for the hub's operations, including logistics management systems, security systems, and communication tools.

# V. Design Development

• Detailed Designs: Develop comprehensive designs for infrastructure and facilities within the logistics hub, including layouts, specifications, and construction methodologies.

# VI. Architectural and Engineering Plans

- Detailed architectural designs, including blueprints and specifications; and
- Undertake Engineering assessments for infrastructure (roads, utilities, etc.)

# VII. Detailed Cost Estimates for the Construction of the Designed Facilities

• Confirm the project preliminary costs;

- Determine the project direct construction cost including civil works (Site preparation and earthworks, foundations and structural works, roads, pavements, and drainage systems, utility connections (water, electricity, sewage); Building construction cost (Structural framework, roofing and finishing works, mechanical, electrical, and plumbing installations, security and fire safety systems); Specialized infrastructure costs (transportation connections – road, rail - warehousing and logistics centers, smart transport systems and ICT infrastructure);
- Determine indirect costs including, among others the following; contractor mobilization and demobilization, temporary site facilities, quality assurance and control, health, safety, and environmental compliance, project management and supervision;
- Determine equipment and materials costs including; construction materials (cement, steel, asphalt, etc.), Machinery and equipment procurement or rental, Transportation and logistics for materials;
- Determine contingency costs including; physical contingencies (unforeseen site conditions, design changes), price contingencies (inflation, currency fluctuations);
- Determine taxes and duties costs including; Value Added Tax (VAT), import duties on materials and equipment and other statutory taxes and fees; and
- Determine operation and maintenance (O&M) costs including initial maintenance and defect liability period costs and long-term O&M cost projections.

# 11) Business Operational Strategy

The Consultant must develop a Business Operational Strategy that clearly defines how the Northern Corridor Logistics Hub will function efficiently for each Member State Facility, ensuring seamless cargo movement, cost-effective operations, and competitive service delivery. This strategy covers service execution, technology integration, governance, and continuous improvement. It shall include the following aspects:

- Operational objectives
- Service delivery model
- Operational workflow
- Governance and management structure
- Technology and smart logistics
- Financial and revenue model
- Performance monitoring and continuous improvement
- Sustainability and environmental compliance
- Risk management and mitigation strategy
- Implementation timeline and milestones

# 12) Development of a Final Report:

The consultant shall develop a final report of the assignment that will include the following documents:

- Feasibility Study Report: a comprehensive report detailing findings from the various aspects of the study highlighted in the scope above and formulating recommendations.
- Annex documents including the following:
  - 1) Data collection reports
  - 2) Master plan of NC logistics hub
  - 3) Detailed design drawings
  - 4) Comprehensive ESPM
  - 5) ESIA report

- 6) Risk assessment and mitigation plan
- 7) Business operational Strategy report including the project implementation roadmap, cost estimate report, and monitoring and evaluation plan
- 8) Develop a Bid Document for the selection of potential contractors for development of the project
- Presentation: a presentation summarizing the feasibility study and design outcomes to stakeholders.

# 4.0 METHODOLOGY

# 1) Data Collection:

- Desk research (review of existing reports, documents, and data).
- Field surveys and interviews (with stakeholders, communities, and experts).
- Focus group discussions or workshops with key stakeholders.

## 2) Data Analysis:

- Statistical or financial modeling.
- SWOT analysis (Strengths, Weaknesses, Opportunities, Threats).
- Cost-benefit analysis.
- Risk assessment framework.

## 3) Reporting and Consultation:

• Regular meetings with key stakeholders for feedback and validation of findings.

## **5.0 DURATION AND TIMELINE**

• Study Duration:

The study shall be undertaken over a period of six (6) calendar months

# 6.0 MILESTONES AND DELIVERABLE DATES

## **Table 4.0: Key Project Milestones and Deliverables**

Report	Description	Timelines	Form of delivery of report & No.
Inception Report	This Report shall contain the final and detailed approach and methodology, including any questionnaire, survey forms, analytical tools, software, and strategy for conducting the study.	Two (2) weeks after contract signing	Soft copy and two (2) hard copies for the record
	The inception report shall further summarize the preliminary observations on the determinants of the study and shall give the status of the mobilization of staff assigned to the study, and a revised programme for		

Report	Description	Timelines	Form of delivery of report & No.
	execution of the study.		
Interim reports	This shall constitute a summary of the accomplished work and the actual progress made while undertaking various tasks. The interim report shall contain: - an overview	Three (3) months after Contract singing	Soft copy and two (2) hard copies for the record
	of collected data for the accomplishment of the assignment; and proposed facilities preferred by the Member States, as well as their functions and operational model.	Singing	
	Based on the objectives of the study, the interim report shall specifically be composed of the following reports:		
	<ol> <li>Data collection summary</li> <li>Country consultations</li> <li>Demand and Traffic Forecast</li> <li>Site assessment</li> <li>Preliminary site planning</li> <li>Concept Engineering Designs</li> <li>Preliminary Financial and Economic Analysis</li> </ol>		
First Stakeholders' workshop	The Consultant shall make presentations of the interim report to selected stakeholders. The stakeholders' workshop will be held at a place and time discussed between the Consultant and the NCTTCA Secretariat, in consultation with the Member States	Two (2) weeks after submission of the Interim Report	Soft copy and two (2) hard copies for the record
Draft Report	This shall contain draft findings on the specific tasks undertaken and any preliminary recommendations, based on literature review, the country consultations, as well as the review of all stakeholder comments, and competition analysis.	Five (5) months after Contract signing	Soft and two (2) hard copies for the record
	It shall also address Client and stakeholder inputs on the Interim Report.		
Second Stakeholder's Validation Workshop	The Consultant shall present the Draft Final Report to stakeholders.	Within two (2) weeks after submission of the Draft Report.	

Report	Description	Timelines	Form of delivery of report & No.
Final Report	<ul> <li>This shall contain final findings, conclusions and recommendations of the whole scope of services based on final comments made by the Client and all the stakeholders.</li> <li>It shall be spirally bound, containing a consolidation of all studies undertaken, including the following; <ol> <li>Data collection report</li> <li>Stakeholder consultations report</li> <li>Country visions and preferences</li> <li>Final feasibility study</li> <li>Environmental and Social Impact Assessment (ESIA)</li> <li>Cost estimates</li> <li>Master Plan</li> <li>Detailed Engineering Designs</li> </ol> </li> </ul>	The Final Report shall be submitted six (6) months after Contract signing.	Soft copies and seven (7) hard copies for submission to each Member State and the Secretariat.

Source: NCTTCA Secretariat

NB.

- 1) The Consultant shall provide separate stand-alone reports for each of the specific deliverables indicated above, as well as one bound document consolidating all reports, as the Final Report.
- 2) All reports shall be in seven (7) hard copies and also shared in soft copies, while the financial models developed shall be submitted in an editable version to the Client, providing for interrogation, simulation and review, as the client may deem fit.

# 7.0 TEAM COMPOSITION AND EXPERTISE

Table	5.0:	Team	Composition
-------	------	------	-------------

No.	Position	Qualification
1.	Team Leader/Economist or Civil Engineer	The Team Leader (Economist/Civil Engineer) shall have a minimum of a first degree in Civil Engineering, Transport Economics or a relevant area of study and an MSc in an infrastructure related field with experience as team leader in at least three (3) similar studies and conversant with logistics in a transport corridor environment.
		Must have at least 15 years' post-graduate experience and at least 10 years' experience in carrying out economic analysis of infrastructure projects of similar nature. Fluency in written and spoken English/French is mandatory.

No.	Position	Qualification
2.	Architect	At least a postgraduate degree in Architecture and conversant
		with transport logistics in a corridor environment with
		experience in the design of similar facilities.
		Must have at least 10 years' experience in design and
		construction of large public buildings.
		Must be registered with the Architectural Association of their country of origin or its equivalent.
3.	Financial Specialist	A bachelors degree in Economics or Finance and related
51		professional qualifications for this area of expertise.
		Martha and include a Trifonda at a Dairde Financial
		Must have experience as a, Infrastructure Projects Financial Expert on at least one (3) similar project in the last 10 years.
		Must have experience in financial planning, financial analysis,
		cost accounting, startup operations, profit and loss
		management, business forecasting and market growth analyses.
		Must possess experience of not less than 10 years in carrying
		out similar studies, of which at least 5 must be in developing
		countries/in the region.
4.	Topographical	Must possess a University Degree of BSc (Survey &
	Surveyor	Photogrammetry) or equivalent and be Registered with the relevant Professional Institution or Association in their country. A
		Master's degree will be an added advantage.
		At least 10 years post-graduate experience and recent
		experience in carrying out different surveys and mapping of
		large infrastructure projects using the latest electronic survey equipment including GPS,
		and associated computer applications.
5.	Civil/Structural	Degree or Masters in Civil or Structural engineering from a
	Engineer	recognised university. A certificate of registration from the
		relevant professional body.
		At least 10 years experience in undertaking technical studies or
		managing similar projects especially in the public sector.
6.	Quantity Surveyor	Bachelors degree in Quantity Surveying from a recognised
		university
		Certificate of registration from the relevant professional body
		At least 10years experience in undertaking project costing and
7.	Legal and	quantification for similar projects Degree or Masters in international law and trade from a
/.	Institutional Expert	recognised university.
		At least 10 years experience in the area of legal and institutional
		review studies, regional and international trade dynamics, and a good knowledge of the regional laws, regulations and policies
		regarding cross border trade and transit transport matters.

Position	Qualification
	Good knowledge of the legal instruments of the Northern
	Corridor Member States, as well as knowledge of similar regional
	economic commissions.
	Minimum of a bachelor's degree and at least 5 years' experience
	in customs, trade facilitation or related field.
-	Proven ability to review current and future requirements for
Expert	customs and border management infrastructure, policies and
	procedures and systems at the targeted facilities within the
	Naivasha SEZ.
	The expert should also demonstrate ability to determine
	requirements and process optimization to conform to regional and international best practice, with the objective of reducing
	costs and time for transit cargo from Mombasa Port to the
	Transit countries.
Research &	Minimum Masters degree in M&E or Economics or related field
Monitoring &	with minimum 5 years work. Experience in similar tasks will be
Evaluation Expert	an advantage.
	The Researcher and M&E expert will need to demonstrate
	proven ability to develop tools that can be used for data
	collection and analysis, as well as the sampling methodology,
	supervision of data collection, organization and analysis of data
	and interpretation of data and opinions.
-	Must possess a Master's degree in gender studies with bias in
Specialist	community development.
	Must have at least 10 years working experience in East and Sub-
	Saharan Africa. Must possess demonstrated understanding of
	issues related to gender and sustainable development, at least 5
	years of practical working experience in gender mainstreaming,
	women's empowerment and sustainable development in the EAC
Environmontal	region. Must possess a Master's Degree in Environmental Sciences or
	equivalent and be licensed by the relevant regulatory agency in
Specialist	their country.
	Must possess professional training in Environmental Impact
	Assessment.
	A minimum of 10 years of relevant practical post qualification
	experience in environmental impact studies of infrastructural
	projects as a Team Leader is required.
	Experience in the preparations of Environmental and Social
	Management Plans (ESMP) and conduct of environmental and
	social audits will be an added advantage.
	Previous experience in similar projects in the region will
	be an added advantage.
	Customs and Border Management Expert Research & Monitoring &

Source: NCTTCA Secretariat

## 8.0 REPORTING AND SUPERVISION

The Consultants will report to and be supervised by the Executive Secretary of the NCTTCA or his appointed representative for the purpose of this assignment. They will further work very closely with the Country Focal Persons in each of the six (6) Member States, who will provide guidance and key linkages between the project and actors, partners, stakeholders and relevant project documents. The consultant shall, nevertheless, include all resources needed to accomplish the assignment in their bids.

All communication including the reports and the workshops will be submitted to the office of the Executive Secretary, in English language.

# 9.0 RESPOSIBILITIES OF THE CLIENT

The client will:

- Assist with procedures for issuance of entry permits where necessary;
- Assign counterpart staff to work with the Consultants in conducting their services;
- Ensure the safety of the Consultants while undertaking their assignment;
- Facilitate access to reports, available data and all relevant documents to facilitate undertaking the assignment;
- Review the study reports submitted and organize validation workshops within one week of receipt;
- Facilitate Consultant's interaction with Ministries, Departments and Agencies, and private sector stakeholders; and
- Cater for the costs directly associated with the organization of stakeholder workshops.

## **10.0 RESPONSIBILITIES OF THE CONSULTANT**

The Consultancy Firm, in line with international professional standards, is held to satisfy all its responsibilities. It is responsible for all errors, omissions and negligence of its share or on behalf of its employees. It also has a responsibility to carry out the studies in compliance with best international standards and rules laid down for social safeguards. It must provide all necessary tools and equipment for its mission and advise the client in all circumstances during the execution of the project and provide all required reports as per these Terms of Reference.

The Consultant will also meet all costs associated with undertaking the assignment, including translation of the Final Report from English to French.

## **11.0 SCHEDULE OF PAYMENT**

The payment shall be made on lump sum basis and is related with progress and satisfactory completion of the tasks. The schedule of payment is envisaged to be in terms of percentage basis of total agreed contract amount:

Payment shall be made in the contracted currency, as follows:

## Table 6.0: Payment Schedule

No.	Deliverables/Reports	Payment to be released	Percentage of agreed total contracted amount
1.	Inception Report	On Submission and acceptance	10%
2.	Interim Report	On Submission and acceptance	40%
3.	First and second Stakeholders Workshop Reports	On Submission and acceptance	10%
4.	Draft Final Report	On Submission and acceptance	30 %
5.	Final Report	On Submission and acceptance	10 %

Source: NCTTCA Secretariat

# Section V – Pro-forma Contract

# DEVELOPMENT OF THE NORTHERN CORRIDOR BUSINESS INFORMATION PORTAL

Lump-sum payments

Date April 2025

## CONTRACT FOR CONSULTING SERVICES – DEVELOPMENT OF THE NORTHERN CORRIDOR BUSINESS INFORMATION PORTAL

This Agreement, (hereinafter called "the Contract") is entered into this \_\_\_\_\_\_ by and between **the Northern Corridor Transit** and Transport Coordination Authority (NCTTCA), whose registered office is situated at *1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya (*hereinafter called "the Client") of the one part AND

\_\_\_\_\_ whose registered office is situated at \_\_\_\_\_ (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services"), and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	(i)	The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract;
	(ii)	The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services;
	(iii)	The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
2. Term	The Consultant shall perform the Services during the period commencing on and continuing through to or any other period(s) as may be subsequently agreed by the parties in writing.	
3. Payment	Α.	Ceiling For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed (United States), exclusive of all local taxes. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits. The Client is exempted from tax in the host country.
	В.	Schedule of Payments

The schedule of payments is specified below:

\_\_\_\_\_ (being 10% of the Contract sum) upon the Client's receipt of the Inception Report, acceptable to the Client; and

\_\_\_\_\_ (being 40% of the Contract sum) upon the Client's receipt of the Interim Report, acceptable to the Client;

\_\_\_\_\_ (being 10% of the Contract sum) upon the Client's successful hosting of the first and second stakeholders' workshops and submission of reports for the same, acceptable to the Client.

\_\_\_\_\_ (being 30% of the Contract sum) upon the Client's submission of the Draft Final Report, acceptable to the Client.

\_\_\_\_\_ (being 10% of the Contract sum) upon the Client's submission of the Final Report, acceptable to the Client.

#### Total USD \_\_\_\_\_

# C. <u>Payment Conditions</u>

Payment shall be made in US Dollars unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

A report shall be considered accepted/approved by the client if no comments are received from the client within two weeks of submission, and thus due for payment.

# 4. Project A. <u>Coordinator</u>

Administration

The Client designates \_\_\_\_\_\_ as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. <u>Reports</u>

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- **6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material
   Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

#### 8. Consultant not to be Engaged in certain Activities The Consultant agrees that during the term of this Contract and often its termination the Consultant and any ontity

and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing services (other than the Services and any continuation thereof) resulting from any recommendation arising from this consulting service.

- **9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- **10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

# **11. Law Governing Contract** and Language The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language. The final User Manual, however must be presented in English and translated into French.

**12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in

the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

# FOR THE CLIENT

# FOR THE CONSULTANT

Full Name:	Full Name:
Title:	Title:
Signature:	Signature:
Date:	Date: