



REQUEST FOR PROPOSALS FOR
PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND TENDER DOCUMENTATION OF
GROUND AND SLOPES STABILIZATION WORKS AT MOI INTERNATIONAL AIRPORT (MIA),
MOMBASA

RFP NO. KAA/RT/RFP/MIA/0074/2024-2025

JANUARY 2025

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TABLE OF CONTENTS

MANAGING DIRECTOR/CEO GENERAL MANAGER (P&ES) KENYA AIRPORTS
 AUTHORITY KENYA AIRPORTS AUTHORITY P.O. BOX 19001 - 00501 P.O. BOX 19001 -
 00501 1

SECTION I: - LETTER OF INVITATION	4
SECTION II.....	6
INFORMATION TO CONSULTANTS (ITC).....	6
2.1 Introduction.....	6
2.3 Preparation of Technical Proposal	7
2.4 Preparation of Financial Proposal	8
2.5 Submission, Receipt, and Opening of Proposals.....	9
2.6 Proposal Evaluation General.....	9
2.7 Evaluation of Technical Proposal -.....	10
2.8 Public Opening and Evaluation of Financial Proposal	10
2.9 Negotiations.....	11
2.10 Award of Contract.....	12
2.11 Confidentiality.....	12
2.12 Corrupt or fraudulent practices.....	13
APPENDIX TO INFORMATION TO CONSULTANTS	14
Annex 1:.....	17
REQUIREMENTS FOR JOINT VENTURE	17
Annex 2:.....	18
PART 1: Preliminary Evaluation Criteria (MANDATORY).....	18
PART 2: Technical Evaluation Criteria	21
PART 3: Financial Proposal Evaluation Criteria.....	24
SECTION III: - TERMS OF REFERENCE.....	25
BACKGROUND INFORMATION AND TERMS OF REFERENCE (TOR)	25
1.0 KAA'S MANDATE	25
2.0 PROJECT BACKGROUND.....	25
3.0 OBJECTIVES OF THE ASSIGNMENT.....	26
4.0 SCOPE OF THE CONSULTANCY SERVICES.....	27
5.0 Team Composition.....	28
6.0 TRAINING REQUIREMENTS	Error! Bookmark not defined.
7.0 REPORTING SYSTEMS AND TIME SCHEDULES.....	29
9.0 TERMS OF PAYMENT	30
10.0 PROFESSIONAL INDEMNITY.....	31
SECTION IV: - TECHNICAL PROPOSAL	32
1. TECHNICAL PROPOSAL SUBMISSION FORM	33
2. FIRM'S REFERENCES.....	34
3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.....	35
4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR	36
PERFORMING THE ASSIGNMENT.....	36
5. TEAM COMPOSITION AND TASK ASSIGNMENTS	37
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED.....	38
PROFESSIONAL STAFF	38
7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL	40
8. ACTIVITY (WORK) SCHEDULE.....	41

SECTION V: FINANCIAL PROPOSAL 42
1. SUMMARY OF COSTS 44
SECTION V: - STANDARD FORMS OF CONTRACT..... 50

SECTION I: - LETTER OF INVITATION

TENDER NO KAA/RT/RFP/MIA/0074/2024-2025

DATE: 21st JANUARY 2025

TENDER NAME: REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND TENDER DOCUMENTATION OF GROUND AND SLOPES STABILIZATION WORKS AT MOI INTERNATIONAL AIRPORT (MIA), MOMBASA

1.1 The Kenya Airports Authority (KAA) invites proposals to provide the above consultancy service through a restricted tender process to shortlisted firms pursuant to section 123 of the PPADA 2015. The Authority intends to undertake detailed ground investigations and carry out detailed engineering designs for ground and slope stabilization at Moi International Airport. The outcome of the assignment is a complete set of tender documents to include the Bidding and Contract Document, Technical Specifications, Bill of Quantities and Book of Drawings.

More details on the scope of the consultancy services are provided in the Terms of Reference in the Request for Proposals (RFP) document.

1.2 The Request for Proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical Proposals
Section V	-	Financial Proposal
Section VI	-	Standard Forms of Contract

1.3 A complete set of Tender documents are available for downloading from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal (www.ppip.go.ke). Upon accessing the tender documents, interested bidders shall respond to the tender **online** using the following link <https://suppliers.kaa.go.ke/irj/portal>. For interested bidders who are not in KAA system and therefore does not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for **login credentials** early enough and not later than 10 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes; and must be in Kenya shillings and shall remain valid for **186** days from the closing date of Tender.

1.4 Completed Tender documents and its attachments must be submitted **online before the closing date**. All relevant submission documents must be attached on the login screen (***Technical Proposal on Cfolder under technical Rfx Response and Financial Proposal on Price Submission Screen***). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/wp-content/uploads/2018/04/KAA-RFX-QUOTATION-ONLINE-RESPONSE-MANUAL.pdf>. The tender shall be submitted **online** on or **before 7th February 2025 at 11.00 am**. Late bids shall be rejected. The tenders will be opened online immediately on **7th February 2025 at 11.00** at the Conference Room, 2nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to you after you have submitted your tender online

and would wish to participate in the tender opening. You shall therefore be required to submit your email address to tenders@kaa.go.ke to enable them access this link during the tender opening.

1. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya Shillings and shall remain valid for 126 days from the closing of Tender.
 - i. Name of Procuring Entity – KENYA AIRPORTS AUTHORITY
 - ii. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department
 - iii. Postal Address – P.O Box 19001 – 00501 Nairobi
 - iv. Officer to be contacted. – General Manager, Procurement and Logistics,
 - v. Email: tenders@kaa.go.ke
2. Bidders shall not have access to the eProcurement systems after the official closing time

**GENERAL MANAGER (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR/CEO**

SECTION II

INFORMATION TO CONSULTANTS (ITC)

2.1 INTRODUCTION

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed (is not applicable).
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must **be** sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 PREPARATION OF TECHNICAL PROPOSAL

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers 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 firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) 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.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya.
 - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity, qualification, certification and membership to professional bodies, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 PREPARATION OF FINANCIAL PROPOSAL

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section V). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.

- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a **SEPARATE** sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 PROPOSAL EVALUATION GENERAL

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 EVALUATION OF TECHNICAL PROPOSAL -

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	Points
(i) Specific experience of the consultant related to the assignment	(5-25)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-30)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-5)</u>
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than three (3) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in

proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{F_m}{F}$ where Sf is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 NEGOTIATIONS

- 2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the

experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 AWARD OF CONTRACT

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 CONFIDENTIALITY

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 CORRUPT OR FRAUDULENT PRACTICES

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Kenya Airports Authority**

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**

2.1.2 Technical and Financial Proposals are requested: **YES (Both shall be submitted online in separate envelopes)**. All relevant submission documents must be attached on

the login screen (*Technical Proposal on Cfolder under technical Rfx Response and Financial Proposal on Price Submission Screen*).

The name, objectives, and description of the assignment are:

Name: PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND TENDER DOCUMENTATION OF GROUND AND SLOPES STABILIZATION WORKS AT MOI INTERNATIONAL AIRPORT (MIA), MOMBASA

Objective: To provide complete tender documents for works contract of ground and slope stabilization at Moi International Airport.

Description: The consultant will be required to conduct detailed ground investigations and carry out detailed engineering designs for ground and slope stabilization at Moi International Airport.

The consultancy services will include the following;

- a) Geotechnical investigations for ground/slope stability studies;
- b) Hydrogeological studies;
- c) Review of existing investigation reports;
- d) Detailed engineering design;
- e) Development of Specifications;
- f) Preparation of Drawings;
- g) Preparation of Bill of Quantities;
- h) Preparation of Bidding and Contract Documents;
- i) Provision of assistance during tender; and
- j) Capacity building and technology transfer.

2.1.3 There will be no pre-bid meeting.

The address to send information/clarification to the Client is:

General Manager- Procurement and Logistics
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI
Tel: +254 20 6611000
Email: tenders@kaa.go.ke

- 2.1.4 The Client will provide the following inputs:
- (i) Previous investigation and study reports.
 - (ii) Access to all sites;

The total estimated contract period required for the assignment is; **Six (6) months with periodic deliverables**

- 2.3.3 Foreign firms participating in the bid are required to associate with a locally incorporated firm in a joint venture (JV) agreement and provide as follows:
- Proof of local incorporation and citizenship of shareholders of the local firm,
 - Evidence of share allocation in the Joint Venture to the Kenyan firm of a **minimum of 30%**.
- 2.3.3 Capacity Building and Technology Transfer is a specific component of this assignment in particular in the listed disciplines:
- Geotechnical investigation.
 - Hydrogeological survey.
 - Slope and ground protection.

- 2.4.2 The Consultant, Sub-Consultant(s) and their personnel will be responsible for all taxes, duties, fees and levies without exemption.

2.4.5 The Consultant must submit tender security of **Kenya Shillings, Five Hundred Thousand (KES 500,000/-)** and shall be valid for one hundred and two hundred and sixteen days (216) from the date of closing/ opening of the tender from a bank operating in Kenya or insurance firm approved by Public Procurement Regulatory Authority (PPRA). You will be required to submit your original tender security physically to the office of the General Manager, Procurement and Logistics Department, KAA Headquarters before the closing/opening date and time. A copy of the same shall be submitted with your tender online.

The successful bidder shall provide a Professional Indemnity equivalent to the Contract Sum from a reputable insurance company operating in Kenya approved by Public Procurement Regulatory Authority (PPRA). The Professional Indemnity shall be released upon issuance of Completion Certificate.

- 2.5.1 Each bid submitted must be serialized/paginated and initialized from the first to last page including all the attachments and blank pages(which shall be indicated as blank).

2.5.2 Consultants shall be required to submit their tender documents and attachments online as specified in Section I-Letter of Invitation.

The Technical Proposal shall include the following:

1. Preliminary requirements
2. Technical requirements

Note: The technical proposal SHALL NOT include any financial information required under the financial proposal

The Financial Proposal shall include the following:

1. Duly filled and signed Form of financial proposal
2. Priced schedule

Submission of Financial Proposal should be as per clause 2.1.2 above.

Note: Prices quoted in foreign currencies shall be converted at the Central Bank of Kenya mean rate prevailing on the date of tender opening for purposes of evaluation.

2.5.3 Proposals must be submitted online not later than **7th February 2025 at 11.00 a.m.** The opening shall be at Procurement Conference Room on 2nd Floor KAA HQ. This will be a virtual process in which the participating bidders who wish to attend the opening meeting will be provided with a zoom link.

2.7.2 The minimum technical score required to pass is 70 points.

The weights given to the Technical and Financial Proposals are:

T= _____ (0.70)

P= _____ (0.30)

Annex 1: REQUIREMENTS FOR JOINT VENTURE

Foreign firms participating in the bid are required to associate with a locally incorporated firm in a joint venture (JV) agreement and provide proof of local incorporation and citizenship of shareholders of the local firm.

Bids submitted by a joint venture (JV) of two or more firms (consortium), shall comply with the following requirements:

- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners of the JV shall be nominated and authorized as being lead partner. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows: -
 - (i.) For local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) For a foreign partner of the JV, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead partner shall be authorized to incur liability and receive instructions for and on behalf of all the partners of the joint venture and the entire execution of the contract, including payment shall be done exclusively with the lead partner.
- e) The Joint Venture shall be legally registered and a copy of this joint venture agreement shall be submitted as part of the tender response, including following;
 - I. Registration details of the companies
 - II. Particulars of directors of the companies and location
 - III. Evidence of share allocation in the Joint Venture to the Kenyan firm of a **minimum of 30%**.
- f) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in the Financial Proposal Submission Form and the Contract Agreement Form (in case of the accepted tender).
- g) A Bidder shall NOT submit or participate in more than one bid for this tender. A Bidder will be considered to have a conflict of interest for the purpose of this bidding process, if

the Bidder participates in more than one bid. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved or where a partner in a joint venture is participating in more than one joint venture.

At least one director from each company or firm that is a party to the JV MUST sign the JV agreement. A copy of the agreement entered into, MUST be notarized by an Attorney and shall be submitted with the tender.

Annex 2:

PART 1: PRELIMINARY EVALUATION CRITERIA (MANDATORY)

No.	Requirement	Compliance
1.	Certificates of Registration/Incorporation of the lead firm or equivalent certificates (Include for partners in JV where applicable).	Mandatory
2.	Valid KRA Tax Compliance Certificate for Kenyan bidders and the equivalent for foreign firms (Include for partners in JV where applicable)	Mandatory
3.	Duly completed Self-Declaration Form	Mandatory
4.	Duly completed Confidential Business Questionnaire	Mandatory
5.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a Commissioner of Oaths, a Notary Public, or the equivalent of a Notary Public. This requirement is not applicable to sole proprietorships.	Mandatory
6.	The Technical and Financial Proposal Documents must each be sequentially serialized from the first to the last page including all the attachments in numerical digits format. All blank pages must clearly marked "BLANK".	Mandatory
7.	The Tender Security shall be required of Kshs. 500,000.00 valid for 216 days from the date of tender opening/closing. The tender security shall be in any of the following forms: a) cash or banker's cheque, or b) a bank guarantee, or c) guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or d) Letter of credit	Mandatory

No.	Requirement	Compliance
	<p>Bidders are required to note the following:</p> <p>(i) Those who have obtained a digital tender security must provide it online with their tender document in the KAA portal. The digital tender security must have a mechanism to verify such as use of quick response (QR) code or an online portal. They do not need to provide a hard copy of the tender security physically.</p> <p>(ii) Those who do not provide a digital tender security as per (i) above will be required to submit an original Tender Security physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters, 2nd Floor on or before the opening/closing date</p>	
8	Provide valid business permit/license stating the country/county of operation if applicable.	Not Mandatory
9	The lead firm must provide audited accounts for 3 consecutive years (2020, 2021 & 2022 or 2021, 2022 & 2023) as proof of its financial ability with an annual average turnover of not less than KES 100 Million.	Mandatory
10	The bidder must demonstrate successful execution of at least three (3) complex consultancy projects for detailed design in slope protection and ground stabilization/erosion control works. These projects must have been executed in sub-Saharan Africa with at least two (2) in East Africa. The three projects should have an average minimum consultancy value of KES 40 million.	Mandatory
11	Demonstrate Experience in East Africa Shoreline challenges with a dispersion of a maximum of 500metres from highest ocean tide for design of slope protection and ground stabilization.	Mandatory
12	The bidder must demonstrate experience in successful application of geosynthetics as mitigation solutions in two large	Mandatory

No.	Requirement	Compliance
	and complex projects with the specified scope amounting to a minimum Ksh 500 million each. Successful application shall be evidenced by a Deflects Liability Certificate or equivalent.	
13	The bidder must demonstrate experience in designing complex mechanically stabilized (MSE) walls and reinforced soil structures (RSS). These structures should be not less than 20 meters in height and 150 meters in length. This shall be evidenced by a Deflects Liability Certificate or equivalent.	Mandatory
14	<p>Copies of the following documents as proof of access to liquid assets of not less than Kshs. 10 Million or capacity to have a minimum cash flow of Kshs 10 million. This shall be evidenced by any of the following:</p> <ol style="list-style-type: none"> 1. Letter of line of credit from approved financial institution specific to this project and indicating the amount available. 2. Overdraft facility from a commercial bank specific to this project and indicating the amount to be availed. 3. Current bank statement for the last three months or 4. a combination of the above 	Mandatory
15	<p>Provide copy of current CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status.</p> <p>Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.</p>	Mandatory

No.	Requirement	Compliance
	This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.	
16	Engineers Board of Kenya(EBK) firm registration and a valid practising certificate or equivalent in the country of origin where applicable. (Provide for at least one partner in JV where applicable)	Mandatory
17	Proposal shall be separate as follows; <ul style="list-style-type: none"> • Technical Proposal on Cfolder under technical Rfx Response and • Financial Proposal on Notes and Attachment folder 	Mandatory

Bidders who do not meet any of the above requirements shall be disqualified and will not be evaluated further.

PART 2: TECHNICAL EVALUATION CRITERIA

The scoring for the technical capability will be as per the criteria set under clause 2.7.1.

To **qualify** for financial evaluation, a Tenderer **MUST** score a **minimum of 70** out of the possible **100 points** on the technical evaluation.

(Points distributions in relation to clause 2.7.1.)

1. Technical Evaluation Criteria

The scoring criteria for technical proposals will be as follows: -

Item 1: Specific experience related to the Assignment (Max. marks – 25 points)

Description	Marks
The experience of firms shall be rated using the following criteria.	
1 Firm's experience in similar engineering design. <ul style="list-style-type: none"> • Five (5) or more similar assignments (10 Marks) 	

<ul style="list-style-type: none"> • Four (4) similar assignments (7 marks) • Three (3) similar assignments (3 marks) <p>2 Firm's experience in large and complex similar engineering design projects.</p> <ul style="list-style-type: none"> • At least 1 assignment with consultancy fee value over KES 200 million. (5marks) • At least 1 assignment with consultancy fee value over KES 150 million. (4 marks) • At least 1 assignment with consultancy fee value over KES 100 million. (3 marks) <p>3 Firm's experience in similar assignments in coastal/marine environments.</p> <ul style="list-style-type: none"> • Five (5) or more similar assignments (10 marks) • Four (4) similar assignments (8 Marks) • Three (3) similar assignments (7 Marks) <p>Provide completion certificates and recommendation letters with client's contact details.</p>	25
SUB TOTAL	25

Item 2: Adequacy of proposed work plan and methodology in responding to the Terms of Reference

(Max. marks – 30 points)

Description	Marks
Demonstrate clear understanding of the Client, the scope of work/assignment and general overview of the Project	8
Organization Approach and Methodology. The approach should demonstrate clarity, practicability, innovativeness, and proactivity in carrying out the assignment. The proposed methodology must outline how the consultant intends to carry out the following: a) Review of baseline information, b) Data collection,	16

c) Surveys and investigations, d) Detailed engineering design, e) Tender documentation, f) Assistance during the tendering period, and g) Capacity Building and Technology transfer (2 marks for each parameter)	
--	--

Description	Marks
Provide a tentative works programme and tasks coverage for entire scope. Project duration is Six (6) months. Practicality of programme (2 marks) Presentation of programme (2 marks) Brief write-up of programme (2 marks) Bidders to provide brief write up and a Gantt chart or any other programme of work format. (Marks to be prorated)	6
SUB-TOTAL	30

**Item 3: Qualification and competence of key staff for the assignment
(Max. marks – 40 points)**

Description	Marks
To provide duly signed copies of the Curriculum Vitae (CV) and Photostat copies of the academic and professional certificates.	40 marks
Team Leader 7 Geotechnical Expert 6 Structural Engineer 6 Hydrologist 6 Landscape Architect 5 Land Surveyor 5 Environmentalist 5	
The number of points to be given under each evaluation sub-criteria for qualification of key staff is:	
Points	
(i) Education 30%	
(ii) Overall Experience 20%	
(iii) Pertinent experience 40%	
(iv) Local experience 10%	
Total weight 100%	

SUB-TOTAL	40
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**Item 4: Suitability to the transfer of Technology Programme
(Max. marks – 5 points)**

Description	Marks
Demonstrate a methodology/ proposals for capacity building and technology transfer in the listed/other related disciplines: <ul style="list-style-type: none"> • Geotechnical investigation. • Hydrogeological survey. • Slope and ground protection. 	5
SUB-TOTAL	5
TOTAL TECHNICAL SCORE (St)	100

Each responsive proposal will be given a technical score (St). If it fails to achieve the minimum technical score of 70% and above, the bidder shall be automatically disqualified.

PART 3: FINANCIAL PROPOSAL EVALUATION CRITERIA

The formulae for determining the financial score (Sf) shall be as follows:

The lowest cost proposal will be awarded 30 points. Other cost proposals will be awarded proportionate points as per formula:

Lowest Priced Financial Proposal among the Qualified 4 Price Proposal under Consideration x30

Overall Ranking: Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Award of Contract

The contract for this assignment will be awarded to the bidder with the highest combined technical and financial score subject to negotiation and due diligence.

2.8.5 Alternative formulae for determining the financial scores is the following:

No change to the formula, however the weights shall be as below;

The weights given to the Technical and Financial Proposals are:

T= 0.7 (Technical Weight)

P= 0.3 (Financial Weight)

2.10.2 The assignment is expected to commence within **fourteen days from the date of signing of contract**. The location of the assignment will be at Moi International Airport, Mombasa.

N/B: The Authority may conduct due diligence on the information provided.

SECTION III: - TERMS OF REFERENCE

BACKGROUND INFORMATION AND TERMS OF REFERENCE (TOR)

1.0 KAA'S MANDATE

The Kenya Airports Authority (KAA) is a corporate body established under, *The Kenya Airports Authority Act (Cap 395 of the Laws of Kenya)*. It is charged with the responsibility of managing, planning, design, maintenance and operation of public aerodromes in Kenya.

The mandate of Kenya Airports Authority is to:

- a) administer, control and manage aerodromes;
- b) provide and maintain facilities necessary for efficient operations of aircrafts;
- c) provide rescue and firefighting equipment and services;
- d) construct, operate and maintain aerodromes and other related activities;
- e) construct or maintain aerodromes on an agency basis on the request of any government department; and
- f) provide such other amenities or facilities for passengers and other persons making use of the services or facilities provided by the authority as may appear necessary or desirable.
- g) approve the establishment of private airstrips and control of operations thereof.

KAA manages 18 aerodromes as follows:

- Four (4) international Airports- Jomo Kenyatta International Airport (JKIA), Moi International Airport (MIA), Eldoret International Airport (EIA) and Kisumu International Airports (KIA);
- 5 Domestic Airports- Wilson, Malindi, Lokichoggio, Isiolo and Wajir; and
- 10 Airstrips- Ukunda, Lamu (Manda), Kitale, Nanyuki, Garissa, Kabunde, Lodwar, Migori, Kakamega, and Eldoret.

2.0 PROJECT BACKGROUND

The southern side of Moi International Airport has experienced slope and ground instability which seem to be progressing towards the operational areas. This is a serious concern and consequently, Kenya Airports Authority intends to undertake detailed ground investigations and carry out detailed engineering designs for ground and slope stabilization at Moi International Airport. The designs shall then be subsequently implemented under a works contract to mitigate the risks associated with slope and ground instability.

1) The consultancy services will include: -

- a) Geotechnical investigations for ground/slope stability studies;
- b) Hydrogeological studies;
- c) Review of existing investigation reports;
- d) Detailed engineering design;
- e) Development of Specifications;
- f) Preparation of Drawings;
- g) Preparation of Bill of Quantities;
- h) Preparation of Bidding and Contract Documents;
- i) Provision of assistance during tender; and
- j) Capacity building and technology transfer.

2) The Kenya Airports Authority now invites shortlisted consulting firms (“Consultants”) to give their technical and financial proposals for the assignment.

The winning consultant will be required to make a presentation on the methodology of study and any deviations from the TOR required to meet the objectives of the study.

The proposed consultancy services will be carried out in accordance with these Terms of Reference.

3.0 OBJECTIVES OF THE ASSIGNMENT

The assignment is meant to meet the following objectives:

1. Investigate and define the geological formation of the site.
2. Investigate and define the hydrogeological status of the site including the flow of underground water.
3. Investigate and establish the stability of the slopes.
4. Identify and appraise risks associated with the above (1, 2 and 3) findings.
5. Provide options of engineering solutions for stabilizing the grounds and the slopes and advise the Client of the most suitable option.
6. Provide specifications and drawings for the identified solutions.
7. Develop Bill of Quantities and the Engineer’s Estimate.
8. Prepare Bidding and Contract Documents.
9. Assist the Client during the tendering process for the works contract.

4.0 SCOPE OF THE CONSULTANCY SERVICES

The consultancy services shall address the following core areas:

- a) Site Investigations and Analysis.
 - i Collect relevant data and review existing reports on the subject.
 - Collect all relevant data including but not limited to geological maps, rainfall data etc.
 - Review previous investigations and study reports.
 - Give opinion on the above.
 - ii Geotechnical Investigations for Ground and Slope Stability Studies:
 - Perform soil sampling and testing.
 - Coring, profiling, sample collection and testing.
 - Augment above with equipment based non-destructive profiling techniques.
 - Analysis and reporting of the above.
 - iii Hydrogeological Studies:
 - Conduct surface runoff hydrological study.
 - Conduct underground hydrological study.
 - Determine the effect of groundwater on slope stability.
- b) Detailed Engineering Design
 - i Compile and correlate findings of (a) above to identify the risk/problem.
 - ii Using the latest design software carry out Detailed Engineering Design:
 - Develop stabilization solutions including retaining structures.
 - Design surface and sub-surface drainage solutions.
 - Consider safety and relevant regulatory requirements in the proposed designs.
 - iii Develop Technical Specifications:
 - Provide technical specifications for all materials to be incorporated in the works.
 - Specify requirements for items under Bill No. 1
 - Provide guidelines on construction methods and processes.
 - Specify all environmental, health and safety requirements for the works.
- c) Environmental Impact Assessment.
 - i Review the existing NEMA licence for the site.
 - ii Assess level of conformity by proposed designs to ESIA report.
- d) Drawings:

- i Using latest version of drawing software, produce detailed engineering drawings.
 - ii Compile well-structured and serialised book of drawings.
- e) Documentation and Tender Preparation
- i Prepare Bill of Quantities:
 - Prepare the preamble to the Bill of Quantities.
 - Prepare the BOQ using suitable standards of measurement.
 - Provide a detailed Engineer's cost estimate for the project.
 - ii Prepare Bidding and Contract Documents:
 - Compile the bidding document adopting the Public Procurement and Assets Disposal Authority format to include instructions, terms, and conditions for bidders.
 - Identify the appropriate FIDIC conditions of contract to govern the project.
 - Modify the above conditions by defining the Conditions of Particular Application or Special Conditions of Contract.
- f) Provide Assistance During Tender:
- Conduct the pre-bid site visit and conference.
 - Respond to queries raised by bidders.
- g) Capacity Building

The Consultant shall work together with the Client's technical staff to ensure

- The staff are appraised in geology and hydrology branches of engineering.
- Staff are inducted into investigation and design techniques of slope and ground stabilization.
- knowledge transfer and skill development.

5.0 TEAM COMPOSITION

Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

K1 Team Leader

The Team Leader shall be a Registered Engineer with a degree in Civil or Geotechnical Engineering. A postgraduate degree is an added advantage. He/ She must have at least 15 years of general experience and (10) years of specific cumulative experience related to geotechnical engineering. The Team Leader must have served in similar capacity in at least two (2) projects of similar nature, magnitude and complexity. Proficiency in written and spoken English is mandatory and ability to communicate ideas freely and easily is essential.

K2 Geotechnical Expert

The Geotechnical Engineer must be a Registered Engineer with a degree in Civil Engineering or Geotechnical/Soil Engineering. A post graduate degree in a relevant field will be an added advantage. She/he must have a minimum twenty (20) years of general Experience and must

have a minimum of fifteen (15) years of specific experience in ground and slope stabilization work. She/he must be proficient in English.

K3 Structural Engineer

The Structural Engineer must be a Registered Civil Engineer with a degree in Civil or Structural Engineering with at least fifteen (15) years of general experience. A post graduate degree in a relevant field will be an added advantage. Should have experience in structural design of at least three (3) retaining structures. He/ She must be fluent in English.

K4 Hydrologist

The Hydrologist shall have a degree in Hydrology or Civil Engineering and registered with the relevant professional boards. Must have at least fifteen (15) years of general experience and ten (5) years of ground water hydrology. She/he must be fluent in English.

K5 Environmental and Social Specialist

The Environmental and Social Specialist shall be responsible for managing all environmental aspects of the assignment. The Environmentalist shall have a degree in Environment Engineering or Environmental Science with at least ten (10) years of general experience and seven (5) years cumulative experience on environmental and social related activities. She/he must have practical experience of supervising environmental issues in at least two (2) projects of similar nature and complexity. She/he must have at least 2 years working experience in Sub Sahara Africa. Fluency in written and spoken English is mandatory.

K6 Landscape Architect

The Architect must have a degree in Landscape Architecture. She/he must have a minimum of ten (10) years of general experience in landscape architecture. Proficiency in written and spoken English is mandatory.

K7 Land Surveyor

The Land Surveyor must possess a degree in Land Surveying. She/he must be a registered with the relevant professional boards. She/he must have at least fifteen (15) years of general experience and five (5) years in similar projects. Proficiency in written and spoken English is mandatory.

7.0 REPORTING SYSTEMS AND TIME SCHEDULES

In performing the consultancy services, the consultants shall report to the **General Manager (Projects and Engineering Services)** on all matters related to this consultancy who shall act as the **Project Manager /Client's Representative** or other **Authorized Representative**.

TIME SCHEDULE

The consultants shall carry out and complete the services within Six (6) months as follows:

- i) An Inception Report two (2) weeks after signing the Contract;
- ii) The draft Design Report four (4) months after Commencement Date.
- iii) Draft Bidding and Contract Documents five (5) Months after Commencement Date.

- iv) The Final Design Report, Book of Drawings and BOQ five and a half (5.5) Months after Commencement Date.
- v) Full set of Tender Documents 6 Months after Commencement Date.

REPORTS TO BE SUBMITTED

Submission of documents shall be made in:

- i) Three sets of branded compact disc and flash discs in word and pdf format for the reports and AutoCAD format for the drawings for all documents
- ii) Volumes of hard copies of the documents as listed below.

<u>Consultancy Services</u>	<u>Copies</u>
i) Inception Report	3
ii) Draft Design Report	3
iii) Final Design Report, Book of Drawings and BOQ	3
iv) Draft Bidding and Contract Documents	3
v) Full set of Tender Documents	3

Power point presentation of the above listed reports shall be made to the client/ Project Implementation Team at each stage of the consultancy process.

8.0 FACILITIES AND OTHER REQUIREMENTS

CONSULTANTS OFFICE ACCOMMODATION

The consultant shall make own arrangements for office accommodation while performing the consultancy services.

OTHER FACILITIES

Kenya Airports Authority will facilitate the following:

- i) Provision of historical traffic data at the airport.
- ii) Access to the airport. The consultant to make provision to pay for airside passes.
- iii) Coordination with all other stakeholders.

9.0 TERMS OF PAYMENT

The Consultant shall offer Lump sum fee proposal covering the entire period of the Consultancy Services. The breakdown of price for activities making the Lump sum figure will also be provided for guidance as per Financial Proposal Standard Forms (*Section D*).

Payments shall be made according to the following schedule:

- i) Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report
- ii) Fifty (50) percent of the lump-sum amount shall be paid upon submission and acceptance by KAA of the Draft Design Report.
- iii) Thirty (30) percent of the lump-sum amount shall be paid upon submission of the draft Bidding and Contract documents.
- iv) Ten (10) percent of the lump-sum amount shall be paid upon submission and approval of the full set of tender documents.

The Provisional Sums amount will be excluded from the Lump sum fee when calculating the phased payment schedule outlined above.

10.0 PROFESSIONAL INDEMNITY

The successful bidder shall provide a Professional Indemnity equivalent to the Contract Sum from a reputable Insurance firm. The Professional Indemnity shall be released upon issuance of Completion Certificate.

SECTION IV: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To:

The Kenya Airports Authority
P. O. Box 19001- 00501
Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *DESIGN AND TENDER DOCUMENTATION OF GROUND AND SLOPES STABILIZATION WORKS AT MOI INTERNATIONAL AIRPORT (MIA), MOMBASA* in accordance with your Request for Proposal under the tender no **KAA/RT/RFP/MIA/0074/2024-2025** dated.....2025 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:

_____ *[Address:]*

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Seven Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted. (Attach evidence of work done, completion certificates and client's recommendation documents)

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: *(Attach professional practicing certificates)*

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____
(Attach relevant certificates)

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education: *(Attach relevant certificates)*

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc., are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Draft Design Report	
3. Draft Bidding and Contract Documents	
4. The Final Design Report, Book of Drawings and BOQ	
5. Full set of Tender Documents	

SECTION V: FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To:

The Kenya Airports Authority
P. O. Box 19001- 00501
Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *DESIGN AND TENDER DOCUMENTATION OF GROUND AND SLOPES STABILIZATION WORKS AT MOI INTERNATIONAL AIRPORT (MIA), MOMBASA* under the tender no KAA/RT/RFP/MIA/0074/2024-2025 in accordance with your Request for Proposal datedand our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

1. SUMMARY OF COSTS

PREAMBLE TO THE PRICE SCHEDULE

- a) The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.
- b) The brief description of the items in the Price Schedule is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Technical Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Price Schedule are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Supplier that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Price Schedule. The basis of payment shall be the Supplier's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink or printed against every item in the Price Schedule with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.
- g) The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier's supervision, compliance, testing, materials, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the procuring entity and his staff.
- h) Errors will be corrected by the procuring entity for any arithmetic errors in computation or summation as indicated in the Instructions to Tenderers.

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

Total Tender Price in words:

.....

Signature of tenderer _____

Note:

The Total Tender Price amount under summary of price schedule shall be carried forward to the Financial Proposal Submission Form.

3. BREAKDOWN OF PRICE PER ACTIVITY (Breakdown of price is for guidance only but the Lump sum Contract Sum will be based on Summary Cost)

Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses Subtotal	 _____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours AS APPROPRIATE.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ <hr/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
	Software				
4.	Meetings Expenses				
5.	Grand Total				<hr/>

SECTION V: - STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT ____ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____ Stated fixed contract sum.

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

CONTENTS

Special notes.....		iii
Contract for Consultant’s Services.....		iv
I Form of Contract.....		v-vi
II General Conditions of Contract.....		vii
1. General Provisions.....		vii-viii
1.1 Definitions.....		viii
1.2 Law Governing the Contract.....	viii	
1.3 Language.....	viii	
1.4 Notices.....	viii	
1.5 Location.....		viii
1.6 Authorized Representatives.....	viii	
1.7 Taxes and Duties.....		ix
2. Commencement, Completion, Modification and Termination of Contract.....		ix
2.1 Effectiveness of Contract.....		ix
2.2 Commencement of Services.....		ix
2.3 Expiration of Contract.....		ix
2.4 Modification.....		ix
2.5 Force Majeure.....		ix
2.5.1 Definition.....		ix
2.5.2 No Breach of Contract.....		ix
2.5.3 Extension of Time.....		x
2.5.4 Payments.....		x
2.6 Termination.....		x
2.6.1 By the Client.....		x
2.6.2 By the Consultant.....		xi
2.6.3 Payment upon Termination.....		xi
3. Obligations of the Consultant.....		xii
3.1 General.....		xii
3.2 Conflict of Interests.....		xiii
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.....		xii-xiii
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project.....		xiii
3.2.3 Prohibition of Conflicting Activities.....		xiii
3.3 Confidentiality.....		xiii

(i)

3.4	Insurance to be Taken Out by the Consultant...	xiv
3.5	Consultant's Actions Requiring Client's Prior Approval.....	xv
3.6	Reporting Obligations.....	xv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant's Personnel.....	xv
4.1	Description of Personnel.....	xv
4.2	Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
5.1	Assistance and Exemptions.....	xvi
5.2	Change in the Applicable Law.....	xvi
5.3	Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
6.1	Lump-Sum Remuneration.....	xvi
6.2	Contract Price.....	xvii
6.3	Payment for Additional Services.....	xvii
6.4	Terms and Conditions of Payment.....	xvii
6.5	Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
7.1	Amicable Settlement.....	xvii
7.2	Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Subconsultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities Provided by the Client.....	xxii

(ii)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____day of the month of _____*[month], [year]*, between _____, *[name of client]* of [or whose registered office is situated at] _____*[location of office]* (hereinafter called the "Client") of the one part AND

_____ *[name of consultant]* of [or whose registered office is situated at] _____*[location of office]* (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ *[name of client]*
[full name of Client's authorised representative] _____
[title] _____
[signature] _____
[date] _____

For and on behalf of _____ *[name of consultant]*
*[full name of Consultant's
authorized representative]* _____
[title] _____
[signature] _____
[date] _____

(vi)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;

(vii)

- (j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- (ix)
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

(x)

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

(xi)

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
 - (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

(xii)

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,

- (b) Appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub consultants”).

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT’S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal (a) and/or Replacement Of Personnel

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the
- (xv)
- Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be

valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

(xvi)

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

(xvii)

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is General Manager –Projects and Engineering Services <i>_[name of Member]</i>
1.2	The addresses are: Client: Kenya Airports Authority _____ Attention: Managing Director/ CEO _____ Telephone: +254 020 6611000/ +254 020 6612000 _____ Email: <i>tenders@kaa.go.ke</i> _____ Consultant: _____ Attention: _____ Telephone; _____ Email: _____
1.5	The Authorized Representatives are: For the Client: <u> General Manager – Projects and Engineering Services </u> For the Consultant: _____
2.1	The date on which this Contract shall come into effect is within 30 days of the date of award letter but not earlier than 14 days. Note: <i>There shall be no advance payment.</i>
2.2	The date for the commencement of services will be as advised by the procuring entity's authorised representative <u> </u> <i>_[date]</i>
2.3	The period shall be <u> </u> six(6) <u> </u> Months <u> </u> <i>_[length of time]</i> .

(xviii)

3.4 The risks and coverage shall be:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage in accordance with the laws of Kenya;

(b) Professional liability insurance, with a minimum coverage of equal to the Contract Price.

(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

- i) Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report
- ii) Fifty (50) percent of the lump-sum amount shall be paid upon submission of the Draft Design Report.
- iii) Thirty (30) percent of the lump-sum amount shall be paid upon submission of the draft Bidding and Contract documents.
- iv) Ten (10) percent of the lump-sum amount shall be paid upon submission and approval of the full set of tender documents.

The Provisional Sums amount will be excluded from the Lump sum fee when calculating the phased payment schedule outlined above.

(xix)

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUB CONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

(xx)

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

(xxi)

APPENDIX G – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

NOTE: See Clause GC 6.4 and Clause SC 6.4

(v)

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

APPENDIX H- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:				
Business Name				
Location of business premises				
Plot No Street/Road				
Postal Address Tel No. Fax				
e mail				
Nature of Business				
Registration Certificate No.				
Maximum value of business which you can handle at any one time – Kshs.				
Name of your bankers Branch				
Part 2 (a) – Sole Proprietor:				
Your name in full Age				
Nationality Country of origin				
Citizenship details				
Part 2 (b) Partnership				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
Part 2 (c) – Registered Company:				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs. (or other applicable currency)				
Issued Kshs. (or other applicable currency)				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			

Note: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

APPENDIX I: SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)..... declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have

Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier)..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name..... Signature..... Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)..... declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

Company Seal/Business Stamp