



MINISTRY OF ROADS AND TRANSPORT

STATE DEPARTMENT FOR AVIATION AND AEROSPACE DEVELOPMENT

REQUEST FOR PROPOSAL - CONSULTING SERVICES

Procurement of:

Consultancy Services for Carrying out Design Review Management, Contract Administration and Construction Supervision of the Proposed Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA) in Nairobi, Kenya.

TENDER NO. MoR&T/ SDAAD/RFP/001/2025-2026

ISSUED ON 22 APRIL 2026

THE PRINCIPAL SECRETARY

**STATE DEPARTMENT FOR AVIATION AND AEROSPACE
DEVELOPMENT**

**TRANSCOM HOUSE, NGONG' ROAD.
P.O. BOX 52692-00100, NAIROBI, KENYA**

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SECTION 1 - REQUEST FOR PROPOSAL (RFP)

Date: **22 April 2026**

Reference No.: **MoR&T/ SDAAD/RFP/001/2025-2026**

Name of Assignment: **Consultancy Services for Carrying out Design Review, Management, Contract Administration and Construction Supervision of the Proposed Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA) in Nairobi, Kenya.**

To:

Dear Messrs.

1. **State Department for Aviation and Aerospace Development of Republic of Kenya**, has set aside funds in its budget toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (hereinafter called “the services”): **Consultancy Services for Carrying out Design Review, Management, Contract Administration and Construction Supervision of the Proposed Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA) in Nairobi, Kenya.** More details on the Services are provided in Section 8 Terms of Reference.
3. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under **QCBS Selection** method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
6. The:
 - Section 1: Letter of Request for Proposals
 - Section 2: Instructions to Consultants and Data Sheet
 - Section 3: Technical Proposal Standard Forms
 - Section 4: Financial Proposal Standard Forms
 - Section 5: Terms of Reference
 - Section 6: Standard Forms of Contract [**Time-Based**]
7. Please inform us by **05 May 2026**, in writing at the address below or by E-mail procurement@aviation.go.ke:
 - a) That you have received this Request for Proposals; and

- b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

Yours sincerely,

Head Supply Chain Management Services

**For: The Principal Secretary
State Department for Aviation and Aerospace Development**

**Physical address – State Department for Aviation and Aerospace Development,
Transcom House, Ngong’ Road – Ground Floor – Reception.**

Postal Address – P.O Box 52692-00100, Nairobi

Email: procurement@aviation.go.ke

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

SECTION 2(A). INSTRUCTIONS TO CONSULTANTS (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant`
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) "Government" means the Government of the Republic of Kenya.
- j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

i) **Conflicting Activities**

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) **Conflicting Assignments**

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

iii) **Conflicting Relationships**

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) **Others**

Any other types of conflicting relationships as indicated in the Data Sheet.

4. **Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. **Corrupt and Fraudulent Practices**

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

Collusive practices

- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.
- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. **Eligibility**

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers,

suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government – owned Enterprises - Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they:
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity

is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not

available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

c. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

d. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal

submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals—Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
 - (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
 - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including

(a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as

appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE..... (The time and date for proposal opening date)". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality / Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the

application of prevailing PPRA's debarment procedures.

- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.
- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.

- g) Key Experts are from eligible countries.
- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal

was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

- 24.4 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial

proposal as separate items, and, therefore, considered in the evaluation.

- 25.1 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
 - ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

- 31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

- 32.8 Where QBS or CQS methods was used for a Lump-sum Contract as indicated in the

RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

- 32.9 In the case of a Time- Based contract, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.
- 32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and

promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. General Provisions | |
| 1(j) | Electronic procurement system shall be used: No |
| 2.1 | <p>Name of the Procuring Entity: State Department for Aviation and Aerospace Development</p> <p>The consultant selection method is:</p> <p style="text-align: right;"> Quality and Cost Based Selection Method (QCBS) <input checked="" type="checkbox"/> Quality Based Selection Method (QBS) <input type="checkbox"/> Least Cost Selection Method (LCS) <input type="checkbox"/> Consultant Qualification Selection Method (CQS) <input type="checkbox"/> Fixed Budget Selection Method (FBS) <input type="checkbox"/> Single Source Selection Method (SSS) <input type="checkbox"/> </p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes</p> <p>The name of the assignment is: Consultancy Services for Carrying out Design Review, Management, Contract Administration and Construction Supervision of the Proposed Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA) in Nairobi, Kenya</p> |
| 2.3 | <p>A mandatory pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 07 May 2026</p> <p>Time: 10:00 A.M. EAT</p> <p>Address: Mandatory online pre-bid meeting</p> <p>E-mail: procurement@aviation.go.ke</p> <p>Title of contact person: Head Supply Chain Management Services</p> |
| 2.4 | The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A |
| 3.3 (iv) | [Insert any other conflicting relationships] - N/A |
| 4.1 | [If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] – N/A |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | Maximum number of members in the Joint Venture (JV) shall be: Three (03) Members |
| 6.6 (a) | The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke |
| B. Preparation of Proposals | |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses</p> |
| 11.1 | Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: No |
| 12.1 | Proposals must remain valid for 180 days after the proposal submission deadline. |
| 13.1 | <p>Clarifications may be requested no later than 07 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Head Supply Chain Management Services</p> <p>E-mail: procurement@aviation.go.ke</p> |
| 14 (b) (do not use for Fixed Budget method) | Estimated input of Key Experts' time-input: 1463 person-months. |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 (c) and 26.2 [use for Fixed Budget method] | Not Applicable |
| 14 (d) | Key Experts shall not appear in more than one proposal: Yes |
| 16.1(b) | <p>The Financial Proposal will include (but not limited to) the following reimbursable expenses:</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Procuring Entity; (7) other allowances where applicable and provisional or fixed sums (if any)] |
| 16.2 | A price adjustment provision applies to remuneration rates: Yes |
| 16.3 | Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke |
| 16.4 | <p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Kenya Shillings: Yes</p> |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants shall not have the option of submitting their Proposals electronically. |
| 17.5 | <p>The Consultant must submit:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original and 03 copies and one USB flash drive with soft copy |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----|-------------------------------------------------------------------------------|--|-----------|----|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------|-----------------------------------------------------------------------------------------------------------------|--|-----------|----|----------------------------------|-------------------------------------------------------------------------------------------------------|---|--|--|---------------------------------------------------------------------------------|---|
| | (b) Financial Proposal: one (1) original and 03 copies and one USB flash drive with soft copy. | | | | | | | | | | | | | | | | | | | | | | |
| 18.5 | <p>The Proposals must be submitted no later than:</p> <p>Date: 26 May 2026</p> <p>Time: 11:00 A.M. EAT</p> <p>The Proposal submission address is: Reception, Lower Ground Floor, State Department of Aviation and Aerospace Development, Transcom Building, Ngong' Road, Nairobi.</p> | | | | | | | | | | | | | | | | | | | | | | |
| 20.1 | An online option of the opening of the Technical Proposals is offered: No | | | | | | | | | | | | | | | | | | | | | | |
| 20.2 | In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable | | | | | | | | | | | | | | | | | | | | | | |
| 22.1 | <p>Other eligibility and mandatory criteria shall be:</p> <p>as mentioned in Form Tech 7 (Mandatory Support Documents) along with Check list of mandatory Requirements.</p> <p>In case of a Joint Venture (JV), each member of the JV should satisfy the minimum eligibility and mandatory criteria outlined under Form Tech – 7.</p> | | | | | | | | | | | | | | | | | | | | | | |
| 22.2 | <p>The Criteria, sub-criteria, and point system for the evaluation of the Technical</p> <table border="1" data-bbox="432 1312 1485 2009"> <thead> <tr> <th data-bbox="432 1312 517 1395">(i)</th> <th colspan="2" data-bbox="517 1312 1342 1395">Specific experience of the Consultant, as a firm, relevant to the Assignment:</th> <th data-bbox="1342 1312 1485 1395">15 Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1395 517 1666">A.</td> <td data-bbox="517 1395 874 1666">Specific Consultancy Services Experience</td> <td data-bbox="874 1395 1342 1666">Bidder must have experience in satisfactory execution of 3 No. Construction Supervision contracts ongoing or successfully completed during the last ten (10) years for airport projects with a construction value of at least USD 2,000,000,000</td> <td data-bbox="1342 1395 1485 1666">15 (5 points per project)</td> </tr> <tr> <th data-bbox="432 1666 517 1767">(ii)</th> <th colspan="2" data-bbox="517 1666 1342 1767">Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</th> <th data-bbox="1342 1666 1485 1767">25 Points</th> </tr> <tr> <td data-bbox="432 1767 517 1906">A.</td> <td data-bbox="517 1767 874 1906">Technical approach & Methodology</td> <td data-bbox="874 1767 1342 1906">Level of completeness of the technical approach and methodology in addressing the Terms of Reference.</td> <td data-bbox="1342 1767 1485 1906">8</td> </tr> <tr> <td></td> <td></td> <td data-bbox="874 1906 1342 2009">Level of detail and responsiveness of the Technical Approach and Methodology in</td> <td data-bbox="1342 1906 1485 2009">7</td> </tr> </tbody> </table> | | | (i) | Specific experience of the Consultant, as a firm, relevant to the Assignment: | | 15 Points | A. | Specific Consultancy Services Experience | Bidder must have experience in satisfactory execution of 3 No. Construction Supervision contracts ongoing or successfully completed during the last ten (10) years for airport projects with a construction value of at least USD 2,000,000,000 | 15 (5 points per project) | (ii) | Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): | | 25 Points | A. | Technical approach & Methodology | Level of completeness of the technical approach and methodology in addressing the Terms of Reference. | 8 | | | Level of detail and responsiveness of the Technical Approach and Methodology in | 7 |
| (i) | Specific experience of the Consultant, as a firm, relevant to the Assignment: | | 15 Points | | | | | | | | | | | | | | | | | | | | |
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| (ii) | Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): | | 25 Points | | | | | | | | | | | | | | | | | | | | |
| A. | Technical approach & Methodology | Level of completeness of the technical approach and methodology in addressing the Terms of Reference. | 8 | | | | | | | | | | | | | | | | | | | | |
| | | Level of detail and responsiveness of the Technical Approach and Methodology in | 7 | | | | | | | | | | | | | | | | | | | | |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------|----------|-------|-------------------------------------------------------------------------------------------------------------|--|--|---|-------------------------|---|---|------------------------------------------------------|---|---|------------------------------------|---|---|------------------|---|---|--------------------------|---|---|------------------------------|---|---|----------------|---|---|---------------------------|---|---|-------------------------------|---|----|--------------------------|---|----|----------------------------|---|----|------------------------------------------|---|----|----------------------------|---|----|-------------------------------------|---|----|----------------------------|---|----|---------------------|---|------------------------------------------------------|--|-----------|
| | | addressing key specifications of the works. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Consultant shall list the key software to be used and briefly describe them. | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Organizational structure & Staffing | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C. | Work Plan | Provide logical, sequential and well - structured Work plan consistent with the time frames and the TOR | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | Details of proposed main activities of the assignment | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p><i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p align="center">(iii) Key Experts' qualifications and competence for the Assignment:</p> <p align="right">Total points for criterion (v): [55]</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th data-bbox="443 1064 539 1122">Ref.</th> <th data-bbox="547 1064 1313 1122">Position</th> <th data-bbox="1321 1064 1474 1122">Grade</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="443 1131 1474 1167">Key Design Review Staff Considered for Evaluation</td> </tr> <tr><td>1</td><td>Project Design Director</td><td>2</td></tr> <tr><td>2</td><td>Design Project Manager – Airfield and Infrastructure</td><td>1</td></tr> <tr><td>3</td><td>Design Project Manager – Buildings</td><td>1</td></tr> <tr><td>4</td><td>Senior Architect</td><td>1</td></tr> <tr><td>5</td><td>Senior Airfield Engineer</td><td>1</td></tr> <tr><td>6</td><td>Senior Geotechnical Engineer</td><td>1</td></tr> <tr><td>7</td><td>AGL Specialist</td><td>1</td></tr> <tr><td>8</td><td>Senior Utilities Engineer</td><td>1</td></tr> <tr><td>9</td><td>Fire & Life Safety Specialist</td><td>1</td></tr> <tr><td>10</td><td>Senior Interior Designer</td><td>1</td></tr> <tr><td>11</td><td>Senior Structural Engineer</td><td>1</td></tr> <tr><td>12</td><td>Special Airport Systems (SAS) Specialist</td><td>1</td></tr> <tr><td>13</td><td>Senior Mechanical Engineer</td><td>1</td></tr> <tr><td>14</td><td>Baggage Handling Systems Specialist</td><td>1</td></tr> <tr><td>15</td><td>Senior Electrical Engineer</td><td>1</td></tr> <tr><td>16</td><td>Contract Specialist</td><td>1</td></tr> <tr> <td align="center" colspan="2" data-bbox="443 1758 1313 1794">Total points for criterion (1) for Evaluation</td> <td data-bbox="1321 1758 1474 1794">17</td> </tr> </tbody> </table> | | | | Ref. | Position | Grade | Key Design Review Staff Considered for Evaluation | | | 1 | Project Design Director | 2 | 2 | Design Project Manager – Airfield and Infrastructure | 1 | 3 | Design Project Manager – Buildings | 1 | 4 | Senior Architect | 1 | 5 | Senior Airfield Engineer | 1 | 6 | Senior Geotechnical Engineer | 1 | 7 | AGL Specialist | 1 | 8 | Senior Utilities Engineer | 1 | 9 | Fire & Life Safety Specialist | 1 | 10 | Senior Interior Designer | 1 | 11 | Senior Structural Engineer | 1 | 12 | Special Airport Systems (SAS) Specialist | 1 | 13 | Senior Mechanical Engineer | 1 | 14 | Baggage Handling Systems Specialist | 1 | 15 | Senior Electrical Engineer | 1 | 16 | Contract Specialist | 1 | Total points for criterion (1) for Evaluation | | 17 |
| Ref. | Position | Grade | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Key Design Review Staff Considered for Evaluation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Project Design Director | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Design Project Manager – Airfield and Infrastructure | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Design Project Manager – Buildings | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Senior Architect | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Senior Airfield Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Senior Geotechnical Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | AGL Specialist | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Senior Utilities Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Fire & Life Safety Specialist | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Senior Interior Designer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Senior Structural Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Special Airport Systems (SAS) Specialist | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Senior Mechanical Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Baggage Handling Systems Specialist | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Senior Electrical Engineer | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Contract Specialist | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (1) for Evaluation | | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th data-bbox="443 1865 539 1924">Ref.</th> <th data-bbox="547 1865 1337 1924">Position</th> <th data-bbox="1345 1865 1474 1924">Grade</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="443 1933 1474 2002">Key Management, Contract Administration and Construction Supervision Staff Considered for Evaluation</td> </tr> </tbody> </table> | | | | Ref. | Position | Grade | Key Management, Contract Administration and Construction Supervision Staff Considered for Evaluation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ref. | Position | Grade | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Key Management, Contract Administration and Construction Supervision Staff Considered for Evaluation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----|
| | Project Core Team | | |
| | 1 | Project Manager | 2 |
| | 2 | Contracts Manager | 1 |
| | 3 | HSE Manager | 1 |
| | 4 | Senior Environmental Specialist | 1 |
| | 5 | Project Controls Manager | 1 |
| | 6 | Senior Social Expert | 1 |
| | Supervision Team (Improvement of Existing Airfield) – Component 1 | | |
| | 7 | Resident Engineer (Airfields) | 1 |
| | 8 | Senior Electrical/ AGL Engineer | 1 |
| | 9 | Senior Civil Engineer (Airfields) | 1 |
| | 10 | Senior Road Engineer | 1 |
| | 11 | Senior Infrastructure Engineer | 1 |
| | 12 | Senior Hydrologist | 1 |
| | Supervision Team (Improvement and Renovation of Existing Terminals – Component 2 | | |
| | 13 | Resident Engineer | 1 |
| | 14 | Senior Architect | 1 |
| | 15 | Senior ID Architect | 1 |
| | 16 | Senior Electrical Engineer | 1 |
| | 17 | Senior Telecommunication/ Electrical LV Engineer | 1 |
| | 18 | Senior Mechanical Engineer | 1 |
| | 19 | Senior Mechanical Engineer (Instrumentation & Controls) | 1 |
| | 20 | Senior Structural Engineer | 1 |
| | Supervision Team (New Passenger Terminal and Associated Airside, Landside and Support Facilities – Component 3 | | |
| | 21 | Chief Resident Engineer | 2 |
| | 22 | Resident Engineer- Structural Works | 1.5 |
| | 23 | Resident Engineer- Finishes/ E/M | 1.5 |
| | 24 | Technical Manager | 1 |
| | 25 | Senior Structural Engineer | 1 |
| | 26 | Senior Architect | 1 |
| | 27 | Senior ID Architect | 1 |
| | 28 | Senior Electrical Engineer | 1 |
| | 29 | Senior Telecommunication/ Electrical LV Engineer | 1 |
| | 30 | Senior Mechanical Engineer | 1 |
| | 31 | Senior Mechanical Engineer (Instrumentation & Controls) | 1 |
| 32 | Airport Systems Manager | 1 | |
| 33 | Senior Special Systems Engineer (BHS) | 1 | |
| 34 | Senior Special Systems Engineer (SAS) | 1 | |
| 35 | Senior Security Engineer | 1 | |
| Total points for criterion (2) for Evaluation | | 38 | |
| <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> | | | |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders | | | | | | | | | | | | | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------|-----|-----|--------------------------------------------------------------------------------------------------------------|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------------------------------------------|-----|--|
| | <table border="1"> <tr> <td data-bbox="432 331 512 365">(1)</td> <td data-bbox="512 331 1337 398">General qualifications (general education, training, and experience):</td> <td data-bbox="1337 331 1493 398">30%</td> </tr> <tr> <td data-bbox="432 398 512 432">(2)</td> <td data-bbox="512 398 1337 465">Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments):</td> <td data-bbox="1337 398 1493 465">40%</td> </tr> <tr> <td data-bbox="432 465 512 600">(3)</td> <td data-bbox="512 465 1337 600">Valid professional certificate from the relevant regulatory body (e.g Engineers Board of Kenya (Engineers Board of Kenya), Board of Registration of Architects and Quantity Surveyors (BORAQs etc):</td> <td data-bbox="1337 465 1493 600">20%</td> </tr> <tr> <td data-bbox="432 600 512 633">(4)</td> <td data-bbox="512 600 1337 633">Relevant experience in Sub-Saharan Africa</td> <td data-bbox="1337 600 1493 633">10%</td> </tr> </table> | (1) | General qualifications (general education, training, and experience): | 30% | (2) | Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): | 40% | (3) | Valid professional certificate from the relevant regulatory body (e.g Engineers Board of Kenya (Engineers Board of Kenya), Board of Registration of Architects and Quantity Surveyors (BORAQs etc): | 20% | (4) | Relevant experience in Sub-Saharan Africa | 10% | |
| (1) | General qualifications (general education, training, and experience): | 30% | | | | | | | | | | | | |
| (2) | Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): | 40% | | | | | | | | | | | | |
| (3) | Valid professional certificate from the relevant regulatory body (e.g Engineers Board of Kenya (Engineers Board of Kenya), Board of Registration of Architects and Quantity Surveyors (BORAQs etc): | 20% | | | | | | | | | | | | |
| (4) | Relevant experience in Sub-Saharan Africa | 10% | | | | | | | | | | | | |
| | <p data-bbox="432 674 1493 741">CRITICAL REQUIREMENTS (IF NOT SUBMITTED, ENTIRE BID WILL BE DEEMED NON-RESPONSIVE):</p> <ul style="list-style-type: none"> <li data-bbox="528 775 1493 842">i. Attach copy of CV for the experts FORM TECH-6B: CURRICULUM VITAE <li data-bbox="528 842 1493 875">ii. Attach copy of relevant degree certificate; <li data-bbox="528 875 1493 976">iii. Attach copy of professional registration or practicing certificate or corporate membership in professional organization of country of origin or practice (if any); <li data-bbox="528 976 1493 1010">iv. Number of years of post-qualification experience <p data-bbox="432 1043 1493 1211">Note: The consultant may hire other experts for the need(s) of the study provided he/she considers it necessary for the implementation of the project under this specification. Their CVs shall not be required together with the proposal. At the point of signing the contract, the consultant should provide the list of these experts as well.</p> <ul style="list-style-type: none"> <li data-bbox="488 1256 1493 1368">(iv) Participation of Kenya Citizens (30% of Total Key Experts to be citizens of Kenya). Points: [5] <li data-bbox="488 1424 1493 1906">(v) Suitability of the transfer of knowledge (technology) including suitable training programme. Points [5]: <ul style="list-style-type: none"> <li data-bbox="584 1503 1493 1693">a. Local training programme: The Client shall attach trainees to the project for training in any of the disciplines; Civil engineering, time control, project management, etc. The Consultant should indicate how he will incorporate the trainees in the project and specific tasks he will allocate such trainees as part of the professional training. <i>Points [2.5]</i> <li data-bbox="584 1715 1493 1906">b. Capacity building programme for serving staff: Design and implement a capacity-building programme aimed at strengthening Client technical & managerial capability in the planning, design review, construction supervision, contract administration, and environmental management of complex infrastructure projects for Client counterpart staff. <i>Points [2.5]</i> <p data-bbox="432 1973 1493 2007">Total points for the five criteria: 100</p> | | | | | | | | | | | | | |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>The minimum technical score (St) required to pass is: 80%</p> </div> |
| 23.4 | An online option of the opening of the Financial Proposals is offered: No |
| 25.2 | <p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p> |
| 26.1 | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is Kenya Shillings</p> <p>The official source of the selling exchange rate is: Central Bank of Kenya</p> <p>The date of the exchange rate is: five business days prior to the submission deadlines</p> |
| 29.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.8 and P = 0.2</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p> <p>The minimum technical score required to pass is 80%</p> |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31 | <p>The Standstill Period shall be: 14 days</p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p> |
| D. Negotiations and Award | |
| 32.1 | <p>Expected date and address for contract negotiations:</p> <p>Date: To be determined</p> <p>Address: Conference Room, 8th Floor, State Department of Aviation and Aerospace Development, Transcom Building, Ngong' Road, Nairobi.</p> |
| | <p>The Performance Security shall be denominated in Kenya Shillings for an amount equal to 10% of the Contract Price from a Commercial Bank registered in Kenya.</p> |
| 35.2 | <p>Expected date for the commencement of the Services:</p> <p>Date: To be determined</p> |
| 36.1 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 14 days after the contract signing.</p> |
| 37.1 | <p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Head Supply Chain Management Services Title/position: Head Supply Chain Management Services Procuring Entity: State Department for Aviation and Aerospace Development. Email address: procurement@aviation.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> |

| Reference to ITC Clause | Particulars of Appendix to Instructions to Tenders |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"><li data-bbox="491 297 1203 331">(i) the terms of the Tender Documents; and<li data-bbox="491 369 1374 403">(ii) the Procuring Entity's decision to award the contract. |

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

1. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC 3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC 5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- o) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- o) Except as stated in the ITC 12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.
- k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- o) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*:
Name and Title of Signatory:
Name of Consultant (*company's name or JV's name*):
Contact information (*phone and e-mail*):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying Technical Proposal Submission Form to the _____ [*Name of Procuring Entity*] for: _____ [*Name and number of tender*] in response to the request for tenders made by: _____ [*Name of Tenderer*] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [*Name of Tenderer*] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
1. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
2. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
3. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
4. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
5. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or

delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

6. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name: _____

Title: _____

Date: _____

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no.33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be:
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

- iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of

the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal or award¹of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants / proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect²all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants / Tenderers to submit along with their Applications / Tenders / Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

4. FORM TECH-2 : CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of Form Tech 7 Mandatory Documentary Evidence.

| | |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Assignment name: | Approx. value of the contract [KES, US\$ etc.]: |
| Country: | Duration of assignment (months): |
| Name of Procuring Entity: | Total No of staff-months of the assignment: |
| Contact Address: Email: | Approx. value of the services provided by your firm under the contract: |
| Start date (month/year): Completion date: | No of professional staff-months provided by associated Consultants: |
| Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant): | Name of senior professional staff of your firm involved and functions performed: |
| Narrative description of Assignment: | |
| Description of actual services provided by your staff within the assignment: | |
| Name of Consulting Firm: | Name and Title of Signatory: |

5. FORM TECH - 3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

6. FORM TECH - 4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology*
 - b) Work Plan*
 - c) Organization and Staffing}*
- i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
 - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s)should be included here. The work plan should be consistent with the Work Schedule Form.}
 - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

7. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables 1 (D-..) | Months | | | | | | | | | | | TOTAL | |
|-----|--------------------------------------------------|--------|---|---|---|---|---|---|---|---|------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | | |
| D-1 | {e.g., Deliverable #1: Report A | | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | | |
| | 4) incorporating comments | | | | | | | | | | | | | |
| | 5) | | | | | | | | | | | | | |
| | 6) delivery of final report to Procuring Entity} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

8. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| No | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | | |
|------------------------|-------------------|--------------------------------------------------------------------------|---------|-----------|-------|-------|--|-----|-------|-------|----------|------------------------------|------|-------|-------|
| | | Position | | D-1 | | D-2 | | D-3 | | D-... | | | Home | Field | Total |
| KEY EXPERTS | | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [Home] | [2 month] | [1.0] | [1.0] | | | | | | | | | |
| | | | [Field] | [0.5 m] | [2.5] | [0] | | | | | | | | | |
| K-2 | | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | | |
| N-1 | | | [Home] | | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | | Total | | | | |

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

 Full time input
  Part time input

9. FORM TECH - 6B: CURRICULUM VITAE (CV)

| | |
|------------------------|--------------------------|
| Position Title and No. | {e.g., K-1, Team Leader} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title / position. Contact Infor for references | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------------------------------------|
| [e.g., May 2011-present] | [e.g., Ministry of, advisor / consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

| | |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Detailed Tasks Assigned on Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) | |
| | |
| | |

Expert's contact information :(e-mail..... phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____ Date _____ {day / month/year}

Name of authorized _____ Signature _____ Date _____

Representative of the Consultant (the same who signs the Proposal)

10. FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Practice License or Certificate for the Firm

{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

e) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

f) Professional Certificates

{If applicable, Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

g) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM)

CHECKLIST FOR PROVIDING MANDATORY REQUIREMENTS

| MANDATORY REQUIREMENT | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| S / No | REQUIREMENT | Compliance |
| 1. | All Tenderers shall fill and sign ALL the Technical and Financial Proposal Standard Forms contained in Section - 3 and 4 of the RFP | Mandatory |
| 2. | Copy of Proof of Registration with the Engineers Board of Kenya (EBK) or equivalent from country of origin as Engineering Consulting Firm. | Mandatory |
| 3. | Copy of Registration / incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya. | Mandatory |
| 4. | Copy of CR12 from registrar of company's issued in the last six (6) months for Incorporated firms showing the list of company directors and shares held by all Directors and other organizations / secretaries' copies of IDs/Passports for all the Directors/ registration and CR12 of organizations holding shares and secretaries listed in the documents must be attached. Sole proprietor must attach copies of IDs/Passports. | Mandatory |
| 5. | A valid and current tax compliance certificate (TTC) issued by KRA or its equivalent in the country of origin. | Mandatory |
| 6. | Must attach Audited Accounts on preparation of financial statement for the last Three (3) consecutive years (2022, 2023, and 2024). | Mandatory |
| 7. | Tenderers shall provide a Tender Security inform of a Tender Guarantee equivalent to Kenya Shillings Thirty Million (Kshs.30,000,000.00) valid for 180 days from the date of tender opening. | Mandatory |
| 8. | A written power of Attorney authorizing the signatory of the tender to commit the Tenderer witnessed by a Commissioner for Oaths/ notary public or the equivalent in the country of origin. | Mandatory |
| 9. | Copy of valid Business permit / license or its equivalent in the country of origin. | Mandatory |
| 10. | The Consultant must submit at evidence of at least two (2) Construction Supervision contracts successfully completed or ongoing, during the last ten (10) years for airport projects with a construction value of at least USD 2,000,000,000 each. | Mandatory |
| 11. | Bidders must demonstrate experience in at least 2 construction supervision services in ongoing or completed international airport projects within Sub-Sahara Africa. | Mandatory |
| <p>Pursuant to Section 79 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.</p> | | |

11. FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary / Chief Executive/Managing Director / Principal Officer / Director of (*Insert name of the Company*) who is a Bidder in respect of Tender No. for..... (*Insert tender title / description*) for..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON / TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P.O. Boxbeing a resident of..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive / Managing Director / Principal Officer / Director of..... (*insert name of the Company*) who is a Bidder in respect of Tender No.....for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and / or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

12. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I(person)
on behalf of (Name of the Business / Company / Firm)
..... declare that I have read and fully understood
the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the
Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities
in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating
in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-mail.....

Name of the Firm / Company.....

Date.....

(Company Seal / Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

13. FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Tender Submission]

Tender No. [insert number of tendering process]

To: [insert complete name of Purchaser]

I / We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (*director or partner or sole proprietor, etc.*)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Form FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

Form FIN-3 Breakdown of Remuneration

Form FIN-4 Reimbursable expenses

14. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.
{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,
Yours sincerely,

Signature.....(of Consultant's authorized representative) {In full and initials}:
Full name:{insert full name of authorized representative}
Title: {insert title / position of authorized representative}
Name of Consultant..... (company's name or JV's name)
Capacity: {insert the person's capacity to sign for the Consultant}
Physical Address:{insert the authorized representative's address}
Phone:{insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

15. FORM FIN-2: SUMMARY OF COSTS

| Item | Cost | | | |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|--------------------------------------------------------------------|
| | {Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used} | | | |
| | {Insert Foreign Currency # 1} | {Insert Foreign Currency # 2, if used} | {Insert Foreign Currency # 3, if used} | {Insert Local Currency, if used and/or required (16.4 Data Sheet)} |
| Cost of the Financial Proposal | | | | |
| Including: | | | | |
| (1) Remuneration | | | | |
| (2) Reimbursables | | | | |
| Subtotal [Remuneration + Reimbursables] | | | | |
| Taxes: | | | | |
| {insert type of tax e.g., VAT or sales tax} | | | | |
| {e.g., withholding tax on experts' remuneration} | | | | |
| {insert type of tax} | | | | |
| Total Taxes | | | | |
| Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1} | | | | |

16. FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

| A. Remuneration | | | | | | | | |
|------------------------|------|-------------------------------|-------------------------------------------|--------------------------------------------------------|---------------------------------------|------------------------------------|-----------------------------------|-----------------------------------------|
| No | Name | Position (as in TECH-6) | Person- month Remunerati on Rate | Time Input in Person / Month (from TECH-6) | {Curren cy # 1- as in FIN-2} | {Currenc y # 2- as in FIN-2} | {Currency # 3- as in FIN-2} | {Local Currenc y- as in FIN-2} |
| <i>Key Experts</i> | | | | | | | | |
| K-1 | | | [Home] | | | | | |
| | | | [Field] | | | | | |
| K-2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| <i>Non-Key Experts</i> | | | | | | | | |
| N-1 | | | [Home] | | | | | |
| N-2 | | | [Field] | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| <i>Total Costs</i> | | | | | | | | |

17. FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES [NOT APPLICABLE]

{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant:Country:

Assignment:Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

..... [Name of Consultant]

Signature of Authorized Representative

Name:

Title:

Date:

18. FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
{This Form FIN 3C shall be used for Time-Based contracts only} [NOT APPLICABLE]

(Expressed in {insert name of currency*})

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------------|----------|--------------------------------------------------------|-----------------------------|------------------------|-----------|---------------------|---------------------------------|----------------------------------------------------|---------------------------------------------------------------|
| Name | Position | Basic Remuneration Rate per Working Month / Day / Year | Social Charges ¹ | Over head ¹ | Sub total | Profit ² | Away from Home Office Allowance | Proposed Fixed Rate per Working Month / Day / Hour | Proposed Fixed Rate per Working Month Day / Hour ¹ |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Procuring Country | Entity's | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

- {* If more than one currency is used, use additional table(s), one for each currency}
- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

**19. FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES
[FOR TIME BASED CONTRACTS ONLY] [NOT APPLICABLE]**

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2. Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:
Leave cost as percentage of salary =
$$\frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.
Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.
- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's

personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' over heads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

20. FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

| B. Reimbursable Expenses__ | | | | | | | | |
|----------------------------|----------------------------------------------------------------------|----------|-----------|----------|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| | {e.g., Per diem allowances**} | {Day} | | | | | | |
| | {e.g., international flights} | {Ticket} | | | | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | | | | |
| | { e.g., reproduction of reports } | | | | | | | |
| | {e.g., Office rent } | | | | | | | |
| | | | | | | | | |
| | {Training of the Procuring Entity’s personnel – if required in TOR } | | | | | | | |
| Total Costs | | | | | | | | |

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

The Government of Kenya has set aside fund and intends to apply parts of this Fund to eligible payments under the contract for *Consultancy services for Carrying out Design Review, Management, Contract Administration and Construction Supervision of the Proposed Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA) in Nairobi, Kenya.*

The services included under this assignment are divided into 3 components:

- Component 1: Improvement of Existing Airfield
- Component 2: Improvement and Renovation of Existing Terminals
- Component 3: Development of New Passenger Terminal Building and associated Landside, Airside and Support Facilities

2. INTRODUCTION AND PROJECT DESCRIPTION

JKIA is Kenya's primary international gateway and regional aviation hub, serving a wide range of passenger and cargo operations. Its strategic location and status as a hub for Kenya Airways (KQ) position it as a critical driver of national and regional connectivity. Currently, the airport is experiencing significant congestion during peak operating hours, particularly across the runway system, passenger terminal facilities, and apron areas. These constraints not only affect operational efficiency but also limit the airport's ability to accommodate the future growth. To sustain its hub role and respond to increasing demand, targeted infrastructure development and capacity enhancement measures are essential.

2.1. CURRENT SITUATION OF JKIA

As of 2025, JKIA handled approximately 8.93 million passengers annually, exceeding its designed capacity of about 7.5 million passengers per year. This sustained level of demand has placed increasing pressure on the airport's existing infrastructure and operational systems.

The airport is currently served by a single Code 4E runway (Runway 06/24) with an approximate length of 4,117 meters and the passenger terminal complex at JKIA is constrained in terms of space, passenger circulation, and expansion flexibility. During peak hours, several passenger processing areas experience congestion, affecting processing efficiency and passenger comfort.

Terminal access is characterized by increasing road congestion, limited segregation between passenger, service, and cargo traffic, and constrained space for future expansion within the existing terminal precincts.



Figure 1: JKIA Existing - Layout

2.2. TRAFFIC FORECAST AND FUTURE DEMAND

Traffic forecasting was undertaken to assess the sustained long-term growth in passenger, aircraft, and cargo traffic. The forecast period spans from 2024 to 2045 and projects an increase from 8.6 million passengers in 2024 to approximately 22.31 million by 2045, reflecting an overall growth rate of 4.6%.

Table 1: Passenger Traffic Projections - JKIA

| Year | 2024 | 2030 | 2035 | 2040 | 2045 |
|----------------------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| O&D Pax Domestic | 2,009,000 | 3,503,000 | 4,088,000 | 4,658,000 | 5,201,000 |
| O&D Pax International | 5,742,000 | 7,529,000 | 9,387,000 | 10,879,000 | 12,367,000 |
| Transfer pax | 850,000 | 2,009,000 | 3,499,000 | 4,305,000 | 4,743,000 |
| Total Pax | 8,601,000 | 13,041,000 | 16,974,000 | 19,843,000 | 22,311,000 |

To accommodate this projected growth, major enhancements will be required at JKIA.

2.3. GAP BETWEEN DEMAND AND EXISTING CAPACITY

When forecast traffic demand is assessed against the airport's current infrastructure and operational configuration, clear capacity shortfalls emerge across airside, terminal, and landside systems.

1. Existing passenger terminal facilities are unable to efficiently process passenger volumes beyond the near term without experiencing congestion and deterioration in service levels.
2. Runway capacity under the existing single-runway configuration is expected to become constrained during peak periods.
3. Apron and aircraft stand capacity is insufficient to accommodate forecast peak aircraft movements.

4. The landside road network and associated support facilities are also projected to face increasing strain as passenger volumes, employee numbers, and service traffic grow.

To address the identified capacity constraints and ensure the airport can adequately accommodate forecast demand, the Client identified a development approach to be implemented as per below:

- **Improvement Works** focusing on enhancing the existing terminal and runway infrastructure to address imminent and short-term demand; and
- **Expansion Works** including the expansion of JKIA through the provision of a new runway, a new passenger terminal, new and enhanced support facilities, and improved access infrastructure, to accommodate future and long-term traffic growth and capacity requirements.

Each of the above development items is further structured into a set of defined components. The Improvement Works are subdivided into:

- A- Component 1: Improvement of Existing Airfield
- B- Component 2: Improvement and Renovation of Existing Terminals

The Expansion Works are subdivided into:

- A- Component 3: Development of New Terminal Building (10 MAP) and Associated Landside, Airside and Support Facilities.
- B- Component 4: Development of New Runway and Associated Taxiway System.

For the purposes of this assignment, **Component 4: Development of New Runway and Associated Taxiway System shall be excluded from the scope of work.** Accordingly, the Consultant’s services will be limited to the remaining components as outlined above.

The durations of the project components are as per below. The three (3) components will run concurrently.

| No. | Component | Design Review, Management, Contract Administration & Construction Supervision Duration | DNP Duration |
|-----|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------|
| 1 | Component 1: Improvement of Existing Airfield | 15 months | 24 months |
| 2 | Component 2: Improvement and Renovation of Existing Terminals | 18 months | 24 months |
| 3 | Component 3: Development of New Passenger Terminal Building and associated Landside, Airside and Support Facilities | 36 months | 24 months |

The Concept design is already performed by the Client. The works under these components are planned to be delivered through a Design and Build contract. In this context, the Consultant’s role will be to provide Design Review, Management, Construction Supervision, and Contract Administration services, ensuring that the Contractor’s design proposals and construction works fully comply with the Employer’s Requirements, applicable codes and standards, quality expectations, and project objectives. This will include reviewing the design submissions, monitoring construction progress, verifying quality and safety compliance, and overseeing the execution of the works to support successful and timely delivery of the component.

2.3.1.IMPROVEMENT WORKS

To address immediate and short-term air traffic demand at JKIA, targeted capacity optimization and enhancement initiative focused exclusively on the existing airport infrastructure is required, with the objective of increasing the airport’s capacity to accommodate up to 12 million passengers per annum.

The Improvement Works are expected to be implemented over a period of approximately 15 months and will include enhancements to both the landside and airside components of the airport.

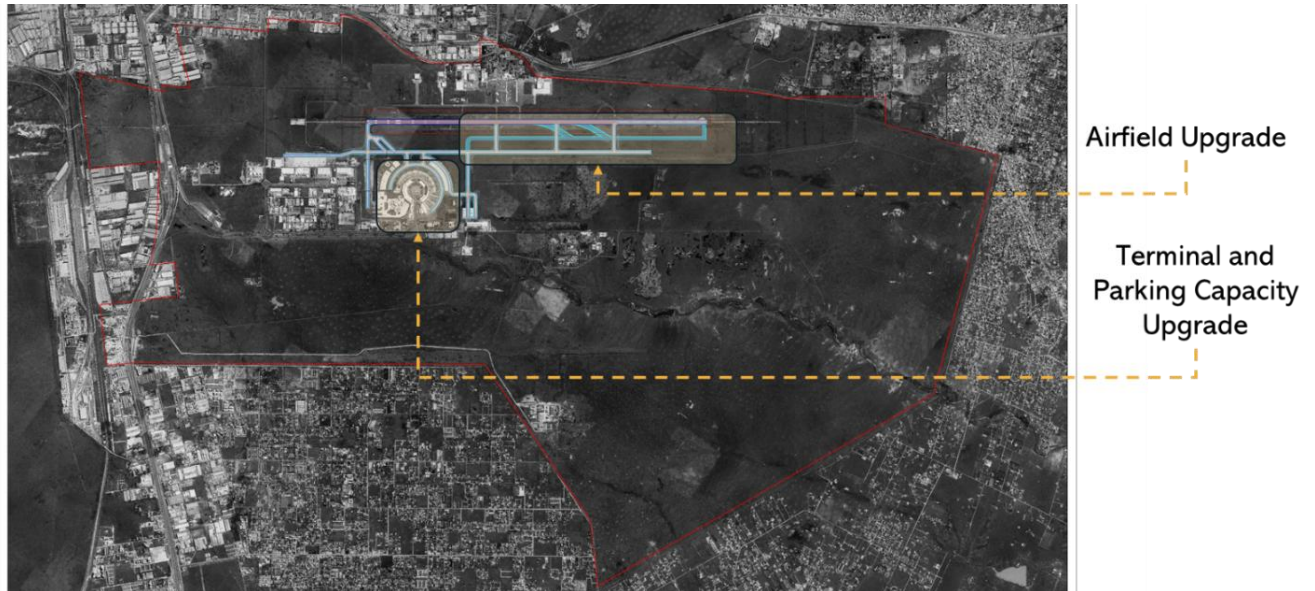


Figure 2: Improvement Works

2.3.1.1. COMPONENT 1: IMPROVEMENT OF EXISTING AIRFIELD

On the airside, enhancements are limited to the development of two rapid exit taxiways and runway end exit taxiway to reduce runway occupancy times and improve landing throughput, as well as the construction of one partial parallel taxiway to enhance aircraft circulation between the runway, aprons, and terminal areas, as well as 9 aircraft parking stands to accommodate the anticipated increase in traffic.



Figure 3: Improvement Works – Airfield

The improvement works also include the rehabilitation of the pavement and upgrade of AGL of the existing runway to CATIII.

The Improvement Works for the Airfield component expected to be implemented over a period of 15 months for construction and 24 months of defects notification period.

2.3.1.2. COMPONENT 2: IMPROVEMENT AND RENOVATION OF EXISTING TERMINALS

The Improvement and Renovation of the Existing Terminals is intended to enhance the airport's operational capacity from the current 7.5 million passengers per annum to 12 million passengers per annum, thereby meeting forecast demand up to the year 2029.

The Improvement Works will focus on enhancements to the existing passenger terminal facilities, which comprises a combination of internal reconfiguration, digitalization of passenger processing systems, and physical expansion where required.

In addition to the capacity expansion objective, this component also encompasses the renovation and upgrading of the existing terminal facilities to improve functionality, efficiency, passenger experience, and overall operational performance.

With respect to landside support infrastructure, the Improvement Works will include optimization and expansion of parking capacity, circulation, and access.

The Improvement Works for the Existing Terminal component is expected to be implemented over a period of 18 months for construction and 24 months of defects notification period.

2.3.2. EXPANSION WORKS

To accommodate the long-term growth in air traffic demand at JKIA, a development program centered on the provision of a new runway, a new passenger terminal, new and enhanced support facilities, and improved access infrastructure.

2.3.2.1. COMPONENT 3: DEVELOPMENT OF NEW TERMINAL BUILDING (10 MAP) AND ASSOCIATED SUPPORT FACILITIES

A new passenger terminal building with an estimated Built-Up-Area (BUA) of 185,000 SQM is planned as the cornerstone of the terminal expansion strategy. The terminal is designed to accommodate both domestic and international passengers.

The first phase comprises the development of a terminal building with a capacity to accommodate an additional 10 million passengers per annum, while safeguarding sufficient land for future expansion to meet further passenger growth.

Its location has been strategically selected to ensure seamless integration with existing and future taxiways, aprons, and ground access systems, thereby optimizing passenger and aircraft flow. The terminal design will adhere to IATA Optimum Level of Service standards, providing adequate processing capacity, efficient passenger circulation, and a high level of comfort based on projected peak-hour demand.

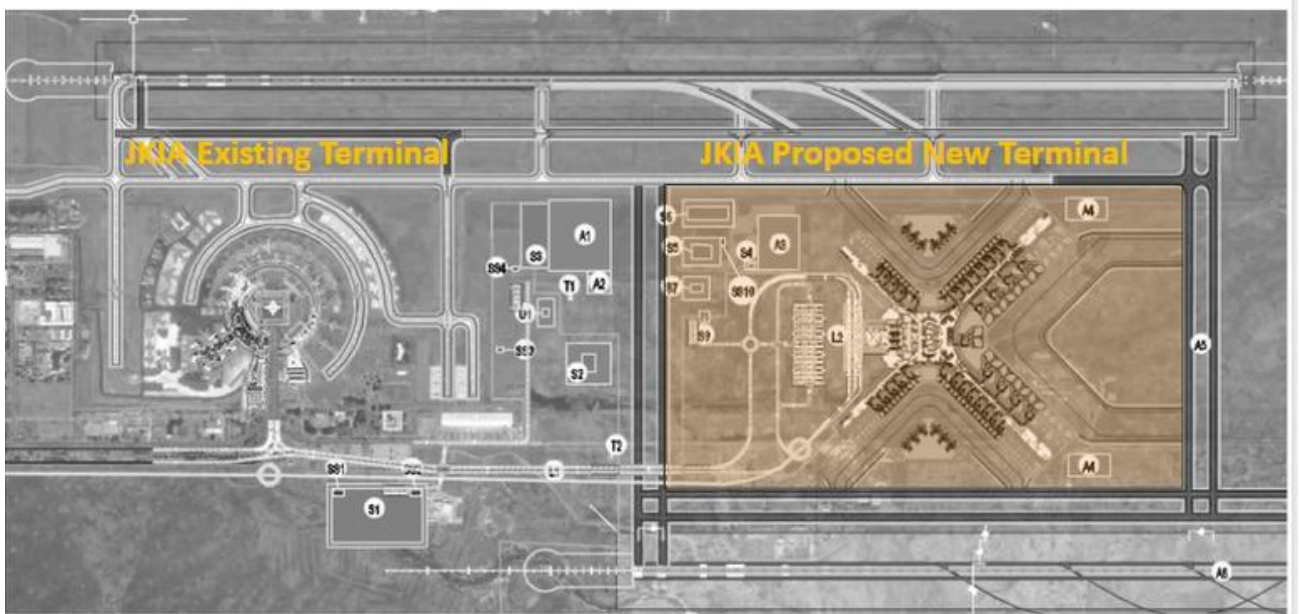


Figure 4: New Terminal - Location

The proposed Terminal Building adopts an X-shaped configuration. The overall configuration of the passenger terminal building is primarily driven by the apron layout, particularly the number and size of the contact stands.

The terminal comprises a central processing zone linked to the four extending piers, with the X-shaped geometry enabling direct and efficient distribution of passengers to each pier while minimizing walking distances

The terminal comprises the following touchpoints:

- 10 security screening at the entrance
- 28 check-in desks and 56 baggage drop with 12 self-check-in.
- 16 Security screening machines
- 22 passport control and 7 E-gates.
- 36 Immigration counters and 14 E-gates
- 2 Baggage claim areas, one for International (10 carousels) one for Domestic (4 carousels)

Surface Parking facilities is also planned to cater to the New Passenger Terminal building. In addition, Aprons for the new Passenger Terminal Building and connecting taxiways will be included.

To support expanded airside and terminal operations, a range of essential ancillary and operational facilities will be developed or upgraded. These include Aircraft Rescue and Firefighting (ARFF) stations, aircraft maintenance and hangar facilities, fuel farm infrastructure, and Ground Support Equipment (GSE) maintenance and storage areas. Additional landside support facilities such as administration buildings, catering facilities, utility systems, etc. are also planned to ensure safe, secure, and uninterrupted airport operations.

Landside accessibility is a key enabler of the proposed development. New access roads will be implemented to improve connectivity.



Figure 5: JKIA Expansion Project – High Level Layout

For the purposes of this assignment, **the Development of the New Runway and Associated Taxiway System shall be excluded from the scope of work.** Accordingly, the Consultant’s services will be limited to the remaining components (Component No. 1, 2, and 3).

The JKIA Expansion Project is expected to be implemented over a period of approximately **36 months construction and 24 months Defects Notification Period.**

3. OBJECTIVE (S) OF THE ASSIGNMENT

The main objectives of the assignment are to undertake Consultancy services on behalf of the Client for the design review and Supervision of construction works under the Works Contract for the design and construction of:

- Component 1: Improvement of Existing Airfield
- Component 2: Improvement and Renovation of Existing Terminals
- Component 3: Development of New Passenger Terminal Building and associated Landside, Airside and Support Facilities

The Project is to be implemented on a Design & Build (FIDIC Yellow Book 2017) basis. Based on the D&B implementation basis, the Consultant will act as the “Engineer” who will undertake review of the designs being done by the Contractor, guide the Contractor on undertaking the Social, Environmental and Relocation Action Plan (RAP) components, as well as supervise the construction.

The Client has determined the main items forming the scope of works for consultancy services to comprise, but not limited to the follows:

1. Review of detailed engineering design and ensure it is in accordance with the specified design parameters/standards and to best international practices;
2. To ensure high quality construction with full compliance to best practices in Engineering Design, Drawings and Technical Specifications and other contract documents;
3. To monitor and approve the pre-construction activities in consultation with the Client;
4. To assist in initiating remedial measures to avoid cost overruns and delays by the Contractor;
5. To ensure safety during construction including adherence to Environment Management Regulations

- and other statutory requirements within the areas of operation;
6. Jointly with the D&B Contractor and the Client to undertake Environmental Social Impact Assessment Study, in compliance with Environment Management and Coordination Act (EMCA) 1999; and
 7. Jointly with the Client provide Project liaison services during and post construction period.

4. SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES

The Consultant shall, as the “Engineer”, as defined under the Works Contract, do everything necessary for the Client to achieve the above objectives and in doing so shall provide site and back up staffs and exercise all necessary engineering, surveying, testing, quantity/ quality and financial control of the works in accordance with the approved designs, specifications and contract documents. The Consultant would carry out detailed tasks, including but not necessarily limited to those shown below.

The scope of the consultancy services for the assignment covers:

- Design Review (for all 3 components).
- Management & Construction Supervision Service (for all 3 components).
- Defects Notification Period Support (for all 3 components).

4.1. Design Review

The Consultant shall carry out a full Review of the Contractor’s Detailed Design including review of all Drawings, Specifications and Bills of Quantities. The purpose of the review is to examine the correctness of the Detailed Design Documents prepared by the Design Build Contractor and ascertain if there are any technical errors, or issues that could cause delays or cost overruns, and if so, to identify and ensure the implementation of the review process. The review will ensure correctness, completeness and compliance with the internationally acceptable standards and National Guidelines and standards and will encompass (but not limited to) the following:

- Detailed engineering design
- Environmental and Social Impact Assessment (ESIA) and related Environmental Management Plan (EMP)
- Resettlement Action Plan (RAP) to be compliant with local guidelines.
- Survey data on site and advice the contractor where necessary.

Design Review will run concurrently with the Management and Construction Supervision period.

4.2. Management, Contract Administration and Construction Supervision

The Consultant shall be fully responsible for the supervision of the Works in accordance with the FIDIC Conditions of Contract. The Consultant shall, in general, exercise the powers of the Engineer in all matters concerning the contract and the execution of the works. He shall supervise the construction works with due diligence, efficiency and in accordance with sound technical, administrative, financial, socially responsive, environmentally sound and economic practices. He shall perform all duties associated with such tasks to ensure that only the best construction practices are followed and that the final product is in all respects equal to, or better than that specified, at the most economic costs and is carried out in full compliance with the governing specifications.

The Consultant's Site staff for the Construction Contract Administration Services shall handle contractual issues and perform time, cost and quality controls.

In particular, the Consultant's duties and responsibilities shall include but not be limited to:

A- Contract Administration and Time & Cost Control:

- Issue the notice to commence works.
- Advise the Client on the adequacy of the Contractor's insurance policies.
- Advise the Client on the adequacy of the Contractor's performance Security and advance payment guarantee.
- Review the detailed construction program (CPM or similar) proposed by the Contractor to ensure his adherence to Contract requirements and Client's priorities.
- Establish and implement procedures for giving the Contractor possession of the Site as stipulated by the Contract and in accordance with the agreed program or otherwise provide advance notice to the Client of possible delays due to lack of possession.
- Monitor productivity of labour and plant in relation to the Contractor's construction program as well as material deliveries and consumptions, identify shortages and inform the Contractor of deficiencies in labour, plant or materials and instruct him to expedite. Monitor, in particular, the list of long-lead materials which will be required from the Contractor.
- Establish and enforce procedures for timely submission of shop drawings and samples to be reviewed and approved.
- Arrange an initial Site meeting for all relevant parties to discuss procedures, means of communication, methods for giving approvals, instructions, variation orders, etc.
- Arrange regular Site meetings to monitor performance and progress based on the Contractor's construction program and to discuss problems, coordination issues, etc. Prepare and circulate Minutes of Meeting.
- Monitor regularly the construction program prepared by the Contractor and identify actual or potential delays. Assess and recommend measures to overcome delays and instruct the Contractor accordingly and in accordance with the Contract. Report to the Client and keep him informed of the estimated completion date.
- Prepare and implement systems and forms for processing the Contractor's applications for interim payments, check the Contractor's Site measurements of the quantities of work executed and materials on Site and issue payment certificates as required by the Contract.
- Submit a monthly progress report to the Client including the following information:
 - Project plans in a sketch form showing progress of work
 - Time control (delays and their causes, if any)

- Cost control (monthly payments and S-curve)
 - Quality control (for Site and office submittals, and quality of executed works)
 - Progress of work (work done and under progress)
 - Site records (Contractor's Site manpower, machinery and weather conditions)
 - Progress in photographs (work done during the month)
- Advise the Client on contractual issues as well as matters related to policy, programming and cost control.
 - Issue variation orders to the Contractor in accordance with the Contract and as required and approved by the Client. Any related design services during Management, Contract Administration and Construction Supervision are not included within the Consultants' services and will be offered subject to mutual agreement with the Client on the related scope, time frame, effort and related remuneration.
 - Establish and implement methods and procedures to minimise the potential impact of claims, both financially and time wise, through prompt and equitable resolution with minimal disruption to the on-going construction activities. This system will include such activities as receiving, analysing, and evaluating claims.
 - Appraise and advise the Client on requests for time extensions.
 - Assist the Client in the settlement of differences which may arise between the Client and the Contractor.
 - Advise the Client to resolve any claim from the Contractor.

B- Quality Control (QC)

- Review, evaluate and approve the Quality Control Programme submitted by the Contractor. Ensure Compliance with the Quality Control Programme.
- Establish a comprehensive system of maintaining Site records including Site correspondence, survey data, inspection records, test data, Site diaries, records of meetings, financial records, progress records, etc.
- Check the Contractor's setting out.
- Check, without relieving the Contractor of his obligations under the Contract, his Method Statements and Temporary Works proposals.
- Review the Contractor's submittals for materials, shop drawings and mock-ups for compliance with the Contract requirements.
- Inspect the construction works for compliance with drawings and specifications.
- Select samples as necessary for inspection as well as for testing by the Contractor to check adherence by the Contractor to the quality set by the Contract.
- Monitor the QA/QC procedures followed by the Contractor. This will cover the inspections as well as

tests that will be carried out by the Contractor of all materials and equipment.

- Check as required by the Contract the competence and suitability of major subcontractors and suppliers the Contractor proposes to engage.
- Respond to Contractor's queries diligently regarding ambiguities detected in the Contract Documents.
- Establish with the Contractor a schedule for testing and commissioning of the installation, witness the acceptance tests performed by the Contractor.
- Receive and review the "As-Built" drawings and "Instruction and Maintenance Manuals" for equipment prepared by the Contractor, and submit copies to the Client upon finalisation of the same.
- Ensure that the Contractor complies with the necessary requirements for environmental mitigation and protection of the environment.
- Review and approve Contractor's submitted guarantees and warranties.
- Determine the date for substantial completion and prepare a list of defects and snag items to be rectified and completed during the Defects Notification Period and issue the Taking-Over Certificate under the Contract.
- After issuing the Taking-Over Certificate, the Consultants shall prepare and submit to the Client, a Closing Report containing an evaluation of the completed works under the Project.
- Coordinate for the training of the Client's staff by the Contractor on the operation and maintenance activities according to the Contract requirements.

C- Environmental, Social, Health and Safety (ESHS)

The Consultant shall monitor, review and report on the Contractor's compliance with all applicable environmental, social, health and safety obligations under the Works Contract, the law, permit conditions, and the Project's ESHS requirements.

- Without limitation, the Consultant shall:
- Review and comment on the Contractor's ESHS plans, method statements, risk assessments and Code(s) of Conduct;
- Monitor compliance with occupational health and safety requirements;
- Monitor labour and working conditions, welfare and accommodation where applicable;
- Monitor traffic, community health and safety, noise, dust, waste, hazardous materials and pollution control measures;
- Monitor and report incidents, near misses, non-conformances, corrective actions and trends;
- Monitor compliance with SEA/SH, GBV and safeguarding requirements, including awareness, prevention, reporting pathways and confidential escalation procedures;

- Verify environmental and social records and support the Employer in reporting to relevant authorities and stakeholders; and
- Include ESHS performance in monthly, quarterly and annual reports

D- Management of Project Entities and Interface Coordination

The Consultant shall be responsible for the effective coordination and management of interfaces among entities involved in the implementation of the Project. This shall include, but not be limited to, the Contractor(s), Client, relevant stakeholders, and utility agencies.

The Consultant shall act in the capacity of the Engineer and shall facilitate collaboration and integration across all parties to ensure the timely and efficient delivery of the Project.

The Consultant's responsibilities shall include:

i. Interface Management and Coordination

- Identify, define, and document all interfaces between project entities, including technical, contractual, and operational coordination.
- Establish and maintain an Interface Register to track all interface issues, responsibilities, and resolution status.
- Ensure proper coordination between design review activities and construction execution to avoid conflicts, gaps, or overlaps.

ii. Stakeholder Coordination and Engagement

- Coordinate with relevant stakeholders, including government authorities, utility providers, local agencies, and affected third parties.
- Facilitate stakeholder consultations and ensure that stakeholder requirements are incorporated into the design and construction processes.

iii. Contractor Interface Management

- Facilitate coordination meetings among contractors to resolve interface issues and ensure seamless integration of works.

iv. Client Coordination

- Support the Client in decision-making by providing timely technical advice, reports, and recommendations.
- Ensure that Client requirements and directives are clearly communicated and implemented by all parties.

v. Meetings and Reporting

- Organize, chair, and document regular coordination and interface meetings with all relevant parties.
- Prepare and circulate minutes of meetings, action trackers, and follow-up reports.

- Provide periodic interface management reports highlighting key risks, issues, and mitigation measures.

vi. Utilities and Third-Party Coordination

- Ensure that all third-party works are aligned with the main project schedule and technical requirements.

All meetings and stakeholder engagement activities shall be conducted on-site within the site offices or project location.

4.3. Defects Notification Period

The Consultant's duties shall include conducting periodic visits to the Project to inspect the completion by the Contractor of the outstanding works, as well as inspecting the Works in general for defects that may be detected during this period. The Consultant shall prepare an inspection report following each visit, identifying detected defects and recommending appropriate actions.

At the end of this period, the Consultant shall issue the Performance Certificate. After the issuance of the said certificate and as per the Contract, the Consultant shall review the Contractor's Final Statement and certify and issue to the Client the Final Certificate. The Consultant shall prepare and submit to the Client the Final Report of the Project. Accordingly, the Consultants' duties during this period are outlined as follows:

- Inspecting and verifying that the outstanding works have been satisfactorily completed by the Contractor.
- Instructing the Contractor to remedy defects detected as a result of the Consultant's inspection of the Works. The Consultant may request the Contractor to investigate the cause of defects.
- Participating, as applicable, in the mechanism agreed upon for the final taking-over of the Project by the Client at the end of the Defects Notification Period.
- Issuing the performance Certificate.
- Reviewing the Contractor's Final Statement that will be submitted by the Contractor after the issuance of the Performance Certificate.
- Certifying and issuing to the Client, after reviewing the Contractor's Final Statement, the Final Payment Certificate that will state the amount finally due, in the opinion of the Consultant, under the Contract.
- Upon issuance preparing a Project Completion Report in a format agreed upon with the Client. This will summarize all the relevant aspects of the Project implementation, financial costs, and specific recommendations for routine maintenance, highlighting locations requiring special care and attention.
- Upon issuance of the performance and the final payment certificates, the Consultant shall assist the Client in the preparation of the Project Completion Report (PCR).

4.4. Training

The Consultant shall organize and undertake on-the-job training. The Engineers will be named as counterpart to the Consultant by the Client during the execution of the works contract. The training is expected to cover all aspects of supervision of airport rehabilitation contract including:

- i. Review of airport design;
- ii. Setting out and measurement of works;
- iii. Quality control of materials and completed works;
- iv. Design review, installation and supervision of equipment installation and commissioning
- v. Preparation of As-Built Drawings; and
- vi. Preparation of project's and final completion reports.

This practical training shall enable the Client's staff to gain firsthand experience in engineering review, project controls, management, Contract Administration and construction supervision, and decision-making processes within a live project environment.

5. Professional Key Staff

The Consultant shall provide qualified Professional key staff for the assignment, prepare a manning schedule and corresponding staff input as required for the execution of the services. The Consultant shall employ only such key staff whose CVs have been approved by the Client. In addition to the expert personnel, the consultant shall determine the support staff to assist with the on-site supervision of the works. The Consultant must provide in the proposal, CVs and copies of the highest education certificates for all proposed professional key staff.

The estimated number of professional Staff months required for executing the assignment are 3,136 staff months. The minimum required time inputs of the staff are provided as follows:

5.1. Staff Months for Design Review:

The estimated total staff input for the Design Review Services is minimum and provided for guidance only. The Consultant shall determine and propose, at its own discretion, any additional staff input in staff-months considered necessary for the proper performance of the Services.

| S/N | Position | Design Review Staff Months (MM) |
|--------------------|------------------------------------------------------|---------------------------------|
| Key Experts | | |
| DK-1 | Project Design Director | 36 |
| DK-2 | Design Project Manager – Airfield and Infrastructure | 24 |
| DK-3 | Design Project Manager – Buildings | 36 |
| DK-4 | Senior Architect | 36 |
| DK-5 | Senior Airfield Engineer | 24 |
| DK-6 | Senior Geotechnical Engineer | 12 |
| DK-7 | AGL Specialist | 10 |
| DK-8 | Senior Utilities Engineer | 24 |
| DK-9 | Fire & Life Safety Specialist | 24 |
| DK-10 | Senior Interior Designer | 24 |
| DK-11 | Senior Structural Engineer | 30 |

| S/N | Position | Design Review Staff Months (MM) |
|------------------------|-------------------------------------------------|---------------------------------|
| DK-12 | Special Airport Systems (SAS) Specialist | 8 |
| DK-13 | Senior Mechanical Engineer | 30 |
| DK-14 | Baggage Handling Systems Specialist | 15 |
| DK-15 | Senior Electrical Engineer | 30 |
| DK-16 | Contract Specialist | 18 |
| Non-Key Experts | | |
| NDK-1 | Pavement Engineer (Runway & Taxiways) | 20 |
| NDK-2 | Aviation Fuel Specialist | 12 |
| NDK-3 | Airfield Drainage / Hydrology Specialist | 15 |
| NDK-4 | Quantity Surveyor | 24 |
| NDK-5 | ICT/ELV System Specialist | 30 |
| NDK-6 | Traffic & Landside Transport Planner | 15 |
| NDK-7 | ICAO Compliance & Aviation Safety Specialist | 30 |
| NDK-8 | Security & Screening Systems Specialist (AVSEC) | 24 |
| NDK-9 | Environmental & Social Safeguards Specialist | 24 |
| NDK-10 | Airport Planner | 12 |
| NDK-11 | Scheduling Engineer | 36 |
| NDK-12 | Interface Engineer | 36 |
| NDK-13 | Stakeholder Manager | 36 |
| Total | | 695 |

5.2. Staff Months for Management, Contract Administration and Construction Supervision & Defects Notification Period:

The Consultant's organizational approach to the assignment should be structured to ensure both integrated coordination and focused delivery across all components. To achieve this, a centralized Core Team should be established to oversee and support the entire assignment, providing overall management, technical guidance, and consistency in execution.

In parallel, three dedicated and segregated teams will be deployed, each assigned exclusively to one of the three components of the project. Each of these teams will comprise a balanced mix of Key and Non-Key Experts, ensuring that the required technical expertise and resources are effectively allocated to meet the specific demands of their respective components.

The estimated total staff input for the Management, Contract Administration and Construction Supervision & Defects Notification Period is minimum and provided for guidance only. The Consultant shall determine and propose, at its own discretion, any additional staff input in staff-months considered necessary for the proper performance of the Services.

PROJECT CORE TEAM – FOR ALL 3 COMPONENTS:

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|----------------------------------------------|---------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| KEY EXPERTS | | | |
| K-1 | Project Manager | 36 | 4 |
| K-2 | Contracts Manager | 36 | 4 |
| K-3 | HSE Manager | 36 | 4 |
| K-4 | Senior Environmental Specialist | 36 | |
| K-5 | Project Controls Manager | 36 | 2 |
| K-6 | Senior Social Expert | 36 | |
| Sub-Total (Key Staff – Core Team) | | 216 | 14 |
| NON-KEY EXPERTS | | | |
| N-1 | Communication Expert | 36 | 2 |
| N-2 | Project Coordinator | 36 | 6 |
| Sub-Total (Non-Key Staff – Core Team) | | 72 | 8 |
| Total (Core Team) | | 288 | 22 |

SITE SUPERVISION TEAM NO. 1 – IMPROVEMENT OF EXISTING AIRFIELD – COMPONENT 1:

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|----------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| KEY EXPERTS | | | |
| K-7 | Resident Engineer (Airfields) | 15 | 3 |
| K-8 | Senior Electrical / (AGL) Airfield Ground Lighting Engineer | 12 | 3 |
| K-9 | Senior Civil Engineer (Airfields) | 12 | 3 |
| K-10 | Senior Road Engineer | 12 | 2 |
| K-11 | Senior Infrastructure Engineer | 12 | 3 |
| K-12 | Senior Hydrologist | 12 | 1 |
| Sub-Total (Key Staff – Comp. 1) | | 75 | 15 |
| NON-KEY EXPERTS | | | |
| N-3 | Planning Engineer | 15 | 3 |
| N-4 | Quantity Surveyor | 15 | 3 |
| N-5 | NAVAIDS / ATCT Specialist | 6 | |
| N-6 | Land Surveyor | 15 | 1 |
| N-7 | HSE Engineer | 15 | 1 |
| N-8 | Structural Engineer | 9 | 1 |

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|--------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| N-9 | Materials/Pavement Engineer | 15 | 1 |
| N-10 | Mechanical Engineer | 9 | 2 |
| N-11 | Landscape Architect | 9 | 1 |
| N-12 | Inspector (Materials) | 15 | |
| N-13 | Inspector (Airfields) | 15 | |
| N-14 | Inspector (Infrastructure) | 15 | |
| N-15 | Document Controller/ Secretary | 15 | 2 |
| Sub-Total (Non-Key Staff – Comp. 1) | | 168 | 15 |
| Total (Component 1) | | 243 | 30 |

SITE SUPERVISION TEAM NO. 2 – IMPROVEMENT & RENOVATION OF EXISTING TERMINALS – COMPONENT 2:

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|----------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| KEY EXPERTS | | | |
| K-13 | Resident Engineer | 18 | 3 |
| K-14 | Senior Architect | 18 | 3 |
| K-15 | Senior ID Architect | 18 | 3 |
| K-16 | Senior Electrical Engineer | 18 | 3 |
| K-17 | Senior Telecommunication / Electrical LV Engineer | 15 | 3 |
| K-18 | Senior Mechanical Engineer | 18 | 3 |
| K-19 | Mechanical Engineer (Instrumentation & Controls Engineer) | 15 | 3 |
| K-20 | Special Airport Systems Manager | 15 | 3 |
| K-21 | Senior Special Systems Engineer (BHS) | 15 | 3 |
| K-22 | Senior Special Systems Engineer (SAS) | 15 | 3 |
| K-23 | Senior Security Engineer | 15 | 3 |
| K-24 | Senior Structural Engineer | 15 | 3 |
| Sub-Total (Key Staff – Comp. 2) | | 195 | 36 |
| NON-KEY EXPERTS | | | |
| N-16 | Planning Engineer | 18 | 3 |
| N-17 | Quantity Surveyor | 18 | 3 |
| N-18 | HSE Engineer | 18 | |
| N-19 | Land Surveyor | 18 | 1 |
| N-20 | Senior Structural Steel Engineer | 15 | 2 |

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|--------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| N-21 | Inspector (Structures) | 18 | 1 |
| N-22 | Inspector (Structural Steel) | 15 | |
| N-23 | Inspector (Architectural) | 18 | |
| N-24 | Inspector (Architectural) (ID) | 15 | 1 |
| N-25 | Inspector (Electrical) | 18 | 1 |
| N-26 | Inspector (ELV) | 15 | 1 |
| N-27 | Inspector (Mechanical) | 18 | 1 |
| Sub-Total (Non-Key Staff – Comp. 2) | | 237 | 19 |
| Total (Component 2) | | 432 | 55 |

SITE SUPERVISION TEAM NO. 3 – NEW PASSENGER TERMINAL BUILDING AND ASSOCIATED LANDSIDE, AIRSIDE AND SUPPORT FACILITIES – COMPONENT 3:

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|----------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| KEY EXPERTS | | | |
| K-25 | Chief Resident Engineer | 36 | 3 |
| K-26 | Resident Engineer - Structural Works | 36 | 3 |
| K-27 | Resident Engineer - Finishes/E/M | 36 | 3 |
| K-28 | Technical Manager | 36 | 3 |
| K-29 | Senior Mechanical Engineer (I&C) | 30 | 3 |
| K-30 | Airport Systems Manager | 30 | 3 |
| K-31 | Senior Special Systems Engineer (BHS) | 30 | 3 |
| K-32 | Senior Special Systems Engineer (SAS) | 18 | 3 |
| K-33 | Senior Security Engineer | 18 | 3 |
| K-34 | Senior Structural Engineer | 36 | 3 |
| K-35 | Senior Architect | 36 | 3 |
| K-36 | Senior Interior Design Architect | 36 | 3 |
| K-37 | Senior Electrical Engineer | 36 | 3 |
| K-38 | Senior Telecommunication / Electrical LV Engineer | 36 | 3 |
| K-39 | Senior Mechanical Engineer | 36 | 3 |
| Sub-Total (Key Staff – Comp. 3) | | 486 | 45 |
| NON-KEY EXPERTS | | | |
| N-30 | Planning Engineer | 36 | 3 |
| N-31 | Quantity Surveyor | 36 | 3 |
| N-32 | HSE Engineer | 36 | 2 |

| S/N | Position | Management, Contract Administration & Construction Supervision Staff Months (MM) | Defects Notification Period Staff Months (MM) |
|--------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------|
| N-33 | Interface Engineer (Terminal / Airside / Landside) | 30 | 2 |
| N-34 | Infrastructure Engineer | 24 | 2 |
| N-35 | Land Surveyor | 36 | 2 |
| N-36 | Structural Steel Engineer | 20 | 2 |
| N-37 | Geotechnical Engineer | 12 | |
| N-38 | Materials Engineer | 36 | 1 |
| N-39 | Architect | 36 | 3 |
| N-40 | Interior Design Architect | 20 | 3 |
| N-41 | Senior Landscape Architect | 12 | 2 |
| N-42 | Electrical Engineer | 24 | 3 |
| N-43 | Electrical Low Voltage Engineer | 24 | 3 |
| N-44 | Mechanical Engineer | 24 | |
| N-45 | Mechanical Engineer (I&C) | 20 | 2 |
| N-46 | Inspector (Structures) (1) | 30 | 2 |
| N-47 | Inspector (Structures) (2) | 30 | 2 |
| N-48 | Inspector (Structural Steel) | 20 | |
| N-49 | Inspector (Materials) | 36 | 1 |
| N-50 | Inspector (Architectural) (1) | 36 | 3 |
| N-51 | Inspector (Architectural) (2) | 36 | 3 |
| N-52 | Inspector (Architectural) (1) (ID) | 20 | 3 |
| N-53 | Inspector (Architectural) (2) (ID) | 20 | 3 |
| N-54 | Inspector (Landscape) | 12 | 2 |
| N-55 | Inspector (Electrical) (1) | 24 | |
| N-56 | Inspector (Electrical) (2) | 24 | |
| N-57 | Inspector (ELV) | 24 | 2 |
| N-58 | Inspector (Mechanical) (1) | 24 | |
| N-59 | Inspector (Mechanical) (2) | 24 | |
| N-60 | Inspector (Mechanical) (I&C) | 20 | |
| N-61 | Document Controller | 36 | 3 |
| Sub-Total (Non-Key Staff – Comp. 3) | | 842 | 57 |
| Total (Component 3) | | 1,328 | 102 |

Only CVs for Key Experts' qualifications and experience will be evaluated. CVs of Non-Key Staff will not be considered in the evaluation and shall not contribute to the Consultant's technical score.

SUMAMRY TABLE – CONSTRUCTION SUPERVISION & DEFECTS NOTIFICATION PERIOD – ALL 3 COMPONENTS:

A summary of all minimum required time input is as presented below:

| No. | Component | Design Review Staff-Months | Management, Contract Administration & Construction Supervision Staff-Months | Defects Notification Period Staff-Months |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------|------------------------------------------|
| Design Review | | | | |
| 1 | Design Review Team | 695 | - | - |
| Construction Supervision and Defects Notification Period | | | | |
| Project Core Team | | | | |
| 2 | Core Team | - | 288 | 22 |
| Site Teams | | | | |
| 3 | Component 1: Improvement of Existing Airfield | - | 243 | 30 |
| 4 | Component 2: Improvement and Renovation of Existing Terminals | - | 432 | 55 |
| 5 | Component 3: Development of New Passenger Terminal Building and associated Landside, Airside and Support Facilities | - | 1,328 | 102 |
| Total | | 695 | 2,291 | 209 |
| Grand Total | | 3,195 | | |

6. Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts)

A- Design Review

| Ref. | Position | Qualification Requirements |
|------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Project Design Director | Must hold a bachelor's degree in Civil Engineering, Architecture, or equivalent. Minimum of twenty-five (25) years of engineering experience, of which at least fifteen (15) years of directing a project team of similar size for international airport project(s) of similar scale and complexity. Seen through the development (to completion) of a minimum of two (2) international airports of at least 40 million passengers per annum in the past ten (10) years. |
| 2 | Design Project Manager – Airfield and Infrastructure | Must hold a bachelor's degree in Civil Engineering, or equivalent. Minimum of twenty-five (25) years of Civil engineering experience, of which at least fifteen (15) years of managing a project team of similar size for international airport project(s) of similar scale and complexity. Seen through the development (to completion) of a minimum of two (2) international airport of at least 40 million passengers per annum or of similar scale and complexity in the past ten (10) years. |

| Ref. | Position | Qualification Requirements |
|-------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Design Project Manager – Buildings | <p>Must hold a bachelor's degree in Architecture or Civil Engineering. Minimum of twenty-five (25) years of professional experience, of which at least fifteen (15) years of managing a project team of similar size for international airport project(s) of similar scale and complexity.</p> <p>Seen through the development (to completion) of a minimum of two (2) international airport of at least 40 million passengers per annum or of similar scale and complexity in the past ten (10) years.</p> |
| 4 | Senior Architect | Must hold a bachelor's degree in Architecture. Minimum of twenty (20) years of architecture experience, of which at least ten (10) years of architectural design of relevant airport projects of similar scale and complexity. |
| 5 | Senior Airfield Engineer | Must hold a bachelor's degree in Civil Engineering, or equivalent. Minimum of twenty (20) years of Airfield experience, of which at least ten (10) years of designing relevant airport projects of similar scale and complexity. Well versed in ICAO Annex 14 and other relevant standards |
| 6 | Senior Geotechnical Engineer | Must hold a bachelor's degree in Civil Engineering, or equivalent. Minimum fifteen (15) years of relevant experience as a civil engineer, of which at least ten (10) years shall be in checking slope stabilities and buildings foundation design. |
| 7 | AGL Specialist | Must hold a bachelor's degree in Electrical Engineering, Airfield Engineering, or equivalent. Minimum (15) years of experience in Airfield Ground Lighting (AGL) and Airfield Ground Lighting Control and Monitoring System (AGLCMS) design and implementation. Well versed in ICAO Annex 14 and other relevant standards. |
| 8 | Senior Utilities Engineer | Must hold a bachelor's degree in Civil Engineering, Mechanical Engineering, or equivalent. Minimum of fifteen (15) years of engineering experience, of which at least ten (10) years in the design of hydraulic and gravity utilities project(s) of similar scale and complexity. |
| 9 | Fire & Life Safety Specialist | Must hold a bachelor's degree in Mechanical Engineering, or equivalent. Minimum of twenty (20) years of experience in the field of fire and life safety, of which at least ten (10) years working on fire and life safety schemes for relevant airport projects of similar scale and complexity. Well knowledgeable of International Requirements. |
| 10 | Senior Interior Designer | Must hold a bachelor's degree in Interior Design. Minimum of twenty (20) years of design experience, of which at least ten (10) years of passenger terminal building interior design of relevant airport projects of similar scale and complexity. |
| 11 | Senior Structural Engineer | Must hold a bachelor's degree in Civil Engineering or equivalent. Minimum of fifteen (15) years of structural experience, of which at least ten (10) years in the design of concrete structure of relevant airport projects of similar scale and complexity. |
| 12 | Special Airport Systems (SAS) Specialist | Must hold a bachelor's degree in Electrical Engineering, Computer Engineering, Information Technology, or equivalent. Minimum twenty (20) years of relevant experience, of which at least ten (10) years in consultancy works on Information and Communication technology systems for airport terminals with similar scale and complexity. |
| 13 | Senior Mechanical Engineer | Must hold a bachelor's degree in Mechanical Engineering. Minimum of fifteen (15) years of engineering experience, of which at least ten (10) years in the design of buildings and external mechanical systems (HVAC, ventilation, plumbing, chiller plants and chilled water networks) of airport project(s) and utilities projects of similar scale and complexity. |

| Ref. | Position | Qualification Requirements |
|-------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | Baggage Handling Systems Specialist | Must hold a bachelor's degree in Mechanical Engineering, Electrical Engineering, or equivalent. Minimum of fifteen (15) years of engineering experience, of which at least ten (10) years in the design of baggage handling systems of international airports of similar size and complexity. |
| 15 | Senior Electrical Engineer | Must hold a bachelor's degree in Electrical Engineering, or equivalent. Minimum of fifteen (15) years of engineering experience, of which at least ten (10) years in the design of buildings and external electrical systems of airport project(s) and utilities projects of similar scale and complexity. |
| 16 | Contract Specialist | Must hold a bachelor's degree in Engineering or equivalent. Minimum of twenty (20) years' experience, of which at least 10 years of relevant experience in contract administration, supervision and quality assurance and quality control for relevant airport projects of similar scale and complexity. |

B- Management and Construction Supervision & Defects Notification Period

| Ref. | Position | Qualification Requirements |
|--------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Core Team | | |
| 1 | Project Manager | Must hold a bachelor degree in Engineering. Minimum of twenty-five (25) years of overall experience, of which at least fifteen (15) years shall on international airport projects. Must have served as Project Manager on international airport projects for at least seven (7) years and have a minimum of ten (10) years' experience with the Company. |
| 2 | Contracts Manager | Must hold a bachelor degree in Civil Engineering. Minimum of twenty (20) years overall experience, of which at least ten (10) years shall be on international airport projects. Must have served as Contracts Manager on international airport projects for at least five (5) years. |
| 3 | HSE Manager | Must hold an Engineering degree or relevant technical degree. Minimum of twenty (20) years overall experience served in similar position. Must have served as HSE Manager on international airport projects for at least five (5) years. |
| 4 | Senior Environmental Specialist | Must hold a bachelor degree in Environmental or relevant technical degree. Minimum of fifteen (15) years of professional experience, including at least seven (7) years in environmental management, assessment, monitoring, and compliance on major infrastructure projects. Must have served as Senior Environmental Specialist for at least five (5) years, with experience in environmental impact assessment, mitigation measures, monitoring programs, and coordination with relevant authorities and stakeholders. |
| 5 | Project Controls Manager | Must hold a bachelor degree in Civil Engineering. Minimum of twenty (20) years of professional experience in similar position, of which at least ten (10) years shall be on international airport projects of similar scale and complexity. |
| 6 | Senior Social Expert | Must hold a degree in Social Studies or Equivalent. Minimum of fifteen (15) years of professional experience in similar position, including at least seven (7) years in social assessment, stakeholder engagement, land acquisition, resettlement, livelihood restoration, or social monitoring on major infrastructure projects. |

| Ref. | Position | Qualification Requirements |
|----------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Component 1: Improvement of Existing Airfield | | |
| 7 | Resident Engineer (Airfields) | Must hold a bachelor degree in Civil Engineering. Minimum of fifteen (15) years of professional experience as Resident Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 8 | Senior Electrical / AGL Engineer | Must hold a bachelor degree in Electrical Engineering. Minimum of ten (10) years of professional experience in similar position, of which at least three (3) years shall be on international airport projects of similar scale and complexity. Must have at least five (5) years of experience in the field of airfield ground lighting (AGL) on international airport projects. |
| 9 | Senior Civil Engineer (Airfields) | Must hold a bachelor degree in Civil Engineering. Minimum of fifteen (15) years of professional experience as a Civil Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 10 | Senior Road Engineer | Must hold a bachelor degree in Civil Engineering or equivalent. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on major roadworks, highways, landside access roads, or similar transportation infrastructure projects. Must have served as Senior Road Engineer for at least five (5) years on large-scale infrastructure and, preferably, international airport projects. Experience shall include road design and/or supervision, pavement works, geometric design, traffic interfaces, and multidisciplinary coordination. |
| 11 | Senior Infrastructure Engineer | Must hold a bachelor degree in Civil Engineering or equivalent. Minimum of fifteen (15) years of professional experience, of which at least seven (7) years shall be on major infrastructure projects of similar scale and complexity. Must have served as Senior Infrastructure Engineer for at least five (5) years on projects involving utility networks and sitewide infrastructure systems, including water supply, drainage, sewerage, firefighting, irrigation, and utility coordination. |
| 12 | Senior Hydrologist | Must hold a bachelor degree in Civil Engineering, Hydrology, Water Resources Engineering or equivalent. Minimum of fifteen (15) years of professional experience, of which at least seven (7) years shall be in hydrology, stormwater management, flood assessment, and drainage studies for projects of similar scale and complexity. Must have served as Senior Hydrologist for at least five (5) years on major infrastructure and, preferably, international airport projects, including hydraulic analysis, runoff assessment, and drainage design. |
| Component 2: Improvement and Renovation of Existing Terminals | | |
| 13 | Resident Engineer | Must hold a bachelor degree in Civil Engineering or Architecture. Minimum of fifteen (15) years of professional experience as a Resident Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. Must have served as Resident Engineer on international airport projects for at least seven (7) years. |

| Ref. | Position | Qualification Requirements |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | Senior Structural Engineer | Must hold a bachelor degree in Civil Engineering. Minimum of fifteen (15) years of professional experience as a Structural Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 15 | Senior Architect | Must hold a degree in Architecture. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 16 | Senior Interior Design Architect (ID) | Must hold a degree in Architecture or Interior Design. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 17 | Senior Electrical Engineer | Must hold a bachelor degree in Electrical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 18 | Senior Telecommunication / Electrical Low Voltage Engineer | Must hold a bachelor degree in Telecom or Electrical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 19 | Senior Mechanical Engineer | Must hold a bachelor degree in Mechanical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 20 | Senior Mechanical Engineer (Instrumentation & Control) | Must hold a bachelor degree in Mechanical Engineering. Minimum of fifteen (15) years of professional experience, including at least seven (7) years in instrumentation and control systems for major infrastructure or building services projects. Must have served as Senior Mechanical Engineer (Instrumentation & Control) for at least five (5) years, with experience in control systems design, integration, testing and commissioning, and coordination with mechanical, electrical, and operational systems. |
| Component 3: Development of New Passenger Terminal Building and Associated Landside, Airside and Support Facilities | | |
| 21 | Chief Resident Engineer | Must hold a bachelor degree in Civil Engineering or Architecture. Minimum of twenty (20) years of professional experience as a Resident Engineer, of which at least ten (10) years shall be on international airport projects of similar scale and complexity. Must have served as Resident Engineer on international airport projects for at least ten (10) years. |
| 22 | Resident Engineer – Structural Works | Must hold a bachelor degree in Civil Engineering. Minimum of fifteen (15) years of professional experience as a Resident Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. Must have served as Resident Engineer for Structural Works on international airport projects for at least seven (7) years. |
| 23 | Resident Engineer – Finishes / E/M | Must hold a degree in Architecture or Engineering. Minimum of fifteen (15) years of professional experience as a Resident Engineer, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |

| Ref. | Position | Qualification Requirements |
|-------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24 | Technical Manager | Must hold a bachelor degree in Civil Engineering. Minimum of twenty (20) years of engineering experience, of which at least ten (10) years shall be in technical management of international airport projects of similar scale and complexity. Must have served as Technical Manager on international airport projects for at least five (5) years. |
| 25 | Senior Structural Engineer | Must hold a bachelor degree in Civil Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. Must have served as Senior Structural Engineer on international airport projects for at least five (5) years. |
| 26 | Senior Architect | Must hold a bachelor degree in Architecture. Minimum of fifteen (15) years of professional experience in similar position, of which at least ten (10) years shall be on international airport projects of similar scale and complexity. |
| 27 | Senior ID Architect | Must hold a bachelor degree in Architecture or Interior Design. Minimum of fifteen (15) years of interior design experience in similar capacity, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 28 | Senior Electrical Engineer | Must hold a bachelor degree in Electrical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 29 | Senior Telecommunication / Electrical Low Voltage Engineer | Must hold a bachelor degree in Telecom or Electrical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 30 | Senior Mechanical Engineer | Must hold a bachelor degree in Mechanical Engineering. Minimum of fifteen (15) years of professional experience in similar position, of which at least seven (7) years shall be on international airport projects of similar scale and complexity. |
| 31 | Senior Mechanical Engineer (Instrumentation & Control) | Must hold a bachelor degree in Mechanical Engineering. Minimum of fifteen (15) years of professional experience, including at least seven (7) years in instrumentation and control systems for major infrastructure or building services projects. Must have served as Senior Mechanical Engineer (Instrumentation & Control) for at least five (5) years, with experience in control systems design, integration, testing and commissioning, and coordination with mechanical, electrical, and operational systems. |
| 32 | Airport Systems Manager | Must hold a bachelor degree in Engineering. Minimum of twenty (20) years of professional experience in similar position, of which at least ten (10) years shall be on international airport projects of similar scale and complexity. |
| 33 | Senior Special Systems Engineer (BHS) | Must hold a bachelor degree in Engineering. Minimum of fifteen (15) years of professional experience in similar position, including at least seven (7) years in baggage handling systems. |

| Ref. | Position | Qualification Requirements |
|-------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 34 | Senior Special Systems Engineer (SAS) | Must hold a bachelor degree in Engineering. Minimum of fifteen (15) years of professional experience, including at least seven (7) years shall be on Information and Communication technology systems for airport terminals with similar scale and complexity. |
| 35 | Senior Security Specialist | Must hold a bachelor degree in Engineering. Minimum of fifteen (15) years of professional experience in similar position, including at least seven (7) years on airport security systems for airports with similar scale and complexity. |

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The above Key Personnel whose experience and responsibilities are briefly described herein will be considered during evaluation of the Technical Proposal.

7. Data, Services, and Facilities Provided by the Client.

The Client will provide liaison with the Government Ministries and Departments in order to introduce the Consultant to them. However, the Consultant shall be fully responsible for collecting data and information from various departments/agencies.

7.1. The Client will make available to the Consultant the following:

- i. Previous Design reports, including appendices, etc. relevant to the assignment, that have been carried out by or for the Client, Contract Document and any other relevant data available, which are necessary for the proper execution of the supervision of the construction works;
- ii. Fully furnished and equipped office space on the site for the members of the supervision team, including maintenance, water, electricity, office supplies and consumables;
- iii. The Client through the Works Contract will provide the Consultant’s team with Seven (7) Brand New 4WD long wheel base Station Wagon Motor Vehicles, and thirteen (13) Brand New 4WD Long Wheel Base Double Cabin Motor Vehicles. Costs of drivers, vehicle operation & maintenance costs will be provided for through the Works Contract.
- iv. Materials Testing and Surveying Equipment.

7.2. The Client will make available to the Consultant the following:

- i. Obtain formal consent from outside authorities or persons having rights or powers in connection with the works or the site thereof;
- ii. Obtain ministerial orders, sanctions, licenses and permits in connection with the works;
- iii. Register a non-Kenyan firm and key staff with the Engineers Boards of Kenya. Any associated cost will be borne by the Consultant.

8. The Consultant Responsibilities/Obligations:

- a) The Consultant shall ensure that his supervision staffs provide organized training and instructions to counterpart personnel assigned to the Project & monitors their performance.
- b) In the conduct of this work, the Consultant shall cooperate fully with relevant Government Ministries

and Departments. The Client will provide the Consultant with data and services outlined above. The Consultant shall be solely responsible however, for the analysis and interpretation of all data received and for the conclusions and recommendations based thereon.

- c) The consultant shall comply with the Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person, in compliance with good international practices and the project's Labour Management Procedures and the Gender Based Violence (GBV) Action Plan.

9. Reporting

| No. | Type of Report / Document | Brief Description / Main Contents | No. of Paper Copies | Submission Date |
|-----|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------|
| 1 | Monthly Progress Report | Prepared using a standard format to present progress against the programme for all project elements. Covers activities performed during the reporting period and includes all monthly project correspondence in soft copy. To include a suitable number of dated color photographs showing progress and site difficulties, forming a permanent progress record. Also includes an environmental and social section in line with the environmental and social framework study. In addition, the Consultant shall submit a progress summary of the works, supported by the S-curve, two days before the end of each month. | 2 | Within the first week of each month |
| 2 | Quarterly Progress Report | Similar to the monthly report but more detailed. Includes an overview of works progress, dated color photographs, and an environmental report for project financier purposes. Also includes key information for the last month of the quarter, so a separate monthly report is not required for that month. Shall also include an updated project cost estimate, taking into account variations, price escalation, and the Contractor's claims for additional payment and/or extension of time. Includes an environmental and social section in line with the environmental and social framework study. | 2 | Within the first week after the end of each quarter |
| 3 | Annual Progress Report | Summarizes activities performed during the year. Format is similar to the monthly report. Includes key information for the month of June; therefore, no separate monthly report for June and no quarterly report for the 4th quarter of the fiscal year are required. Includes an environmental and social section in line with the environmental and social framework study. | 2 | At the end of each fiscal year |
| 4 | Design Review Report | Prepared for each design submission by the Design & Build Contractor. Summarizes the documents reviewed, design stage, review methodology, key comments, compliance with the Employer's Requirements, applicable codes and standards, operational and interface requirements, constructability considerations, and outstanding | 2 | 1 month following completion of the design of each component. |

| No. | Type of Report / Document | Brief Description / Main Contents | No. of Paper Copies | Submission Date |
|-----|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------|
| | | issues requiring revision or clarification. Includes a consolidated comment register, status of previous comments, and recommendation for acceptance, conditional acceptance, or resubmission. | | |
| 5 | Contract Completion Report | Includes, but is not limited to: executive summary and project description; project implementation including mobilization/demobilization details; financial cost details with full breakdown and assessment of extra expenditures/cost increases and their justification; details of works executed, techniques employed, and type/quality/quantities of materials used; Contractor's performance; contract changes and variations; assessment of complaints/claims by the Contractor; critical review of technical problems encountered during construction; comments on technical specifications and conditions of contract; construction records; testing/commissioning records and warranties list; as-built drawings; assessment of counterpart training, if any; comprehensive safety report; environmental and social safeguards reports; conclusions; and final account details where possible. | 2 | Within two months of completion of construction |
| 6 | Consultancy Completion Report | Comprehensive report on the consultancy services throughout the Contract. Describes the aims of the project, achievements of the construction works, progress on the Final Account with appendices, and details of the Consultant's visits and activities during the maintenance / Defects Notification period. | 2 | Within one month of the end of the Defects Notification period |

10. Terms of Payment

10.1. General

- a) Payments for undertaking the assignments as described in these Terms of Reference shall be made on monthly basis and cover remuneration for approved personnel and respective reimbursable expenses;
- b) The Consultant's remuneration shall be deemed to cover his statutory liabilities, travel costs and support of his Head Office including obligations other than additional services not covered by the Terms of Reference under consideration.
- c) The costs shall be invoiced to cover the Consultant's performance of his duties described in the Terms of Reference including the following:
 - i. monthly remuneration and subsistence allowances for expatriate personnel;
 - ii. monthly remuneration and subsistence allowances for local personnel;
 - iii. transportation of foreign-based key personnel and local travel costs;
 - iv. reimbursable expenses concerned with the design review, production and printing reports, including associated secretarial expenses as described on paragraph 7 above;

- v. shipment of personal effects that are appropriate for the assignment; and
- vi. other relevant contractual costs which must be specified by the Consultant.

10.2. Payments to The Consultant for the Design Review Services

Payment for the services provided during Design Review shall be Lump Sum paid in equal installments throughout the duration of the Design Review Period.

10.3. Payments to the Consultant for Management, Construction Supervision and Defects Notification Period

Payments by the Client to the successful Consultant for supervision of execution of the physical works is “Time Based”. Payments shall be made monthly based on actual inputs for undertaking the assignments described in these Terms of Reference, to cover fees (remunerations) for approved personnel and items under reimbursable expenses as shall be described in the contract.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT FOR CONSULTANT'S SERVICES

I. TIME-BASED CONTRACT

Consulting Services for: _____

Contract No. _____

Contract Description: _____

Between

_____ *[Name of the Procuring Entity]*

and

_____ *[Name of the Consultant]*

Date: _____

II: FORM OF CONTRACT – TIME - BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (*hereinafter called the “Contract”*) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (*herein after called the “Procuring Entity”*) and, on the other hand, [name of Consultant] (*hereinafter called the “Consultant”*).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (*hereinafter called the “Services”*);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant 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 Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity]*
[Authorized Representative of the Procuring Entity—name title and signature]

For and on behalf of _____ *[Name of Consultant or Name of a Joint Venture]*
[Authorized Representative of the Consultant—name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant _____
[insert the name of the Joint Venture] [Name of the lead member]
[Authorized Representative on behalf of a Joint Venture]
[add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
 - b) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
 - c) “Consultant” means a legally - established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
 - d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - e) “Day” means a working day unless indicated otherwise.
 - f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
 - g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - h) “Foreign Currency” means any currency other than the Kenya Shilling.
 - i) “GCC” means these General Conditions of Contract.
 - j) “Government” means the government of Kenya.
 - k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
 - l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.
 - m) “Local Currency” means the Kenya Shilling.
 - n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both.
 - p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - q) “Services” means the work to be performed by the Consultant pursuant to this

Contract, as described in Appendix A hereto.

- r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- s) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

3. Law Governing Contract

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been give nor made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

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

8. Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

a. Commissions and Fees

10.2 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

Commencement, Completion, Modification and Termination of Contract.

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

11.2 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 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.

- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
 - b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

18 Suspension

- 18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform for many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

- 19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
 - b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
 - d If, as the 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) calendar days;

- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b If, as the 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) calendar days.
- c If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- d If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20 General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when
 - a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,
- 20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

(vi) Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

(vii) Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

(viii) Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

- 24.1 The Consultant (I) shall takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in ClauseGCC13.

25 Accounting, Inspection and Auditing

- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure the mat the expense of the Procuring Entity in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29 Description of Key Experts

- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.
- 29.2 If required to comply with the provisions of Clause GCC 20 a, adjustments with respect to the estimated time- input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Entity, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii)that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.
- 29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Entity and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC41.1, the Parties shall sign a Contract amendment.

30 Replacement of Key Experts

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to

circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Approval of Additional Key Experts

- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Entity.

32 Removal of Experts or Sub-consultants

- 32.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

33 Replacement/ Removal of Experts–Impact on Payments

- 33.1 Except as the Procuring Entity may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34 Working Hours, Overtime, Leave, etc.

- 34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as is specified in Appendix B.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress

and or impact adequate supervision of the Services.

E. Obligations of the Procuring Entity

35 Assistance and Exemptions

- 35.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:
- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
 - f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.
 - g Provide to the Consultant any such other assistance as may be specified in the SCC.

36 Access to Project Site

- 36.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37 Change in the Applicable Law Related to Taxes and Duties

- 37.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC41.1

38 Services, Facilities and Property of the Procuring Entity

- 38.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39 Counterpart Personnel

- 39.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 39.2 If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix A, the Procuring Entity and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to Clause GCC 41.3.
- 39.3 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

40 Payment Obligation

- 40.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant and in such manner as is provided by GCCF below.

E. PAYMENTS TO THE CONSULTANT

41 Ceiling Amount

- 41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and

Appendix D ([Reimbursable expenses]).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42 Remuneration and Reimbursable Expenses

42.1 The Procuring Entity shall pay to the Consultant

- (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and
- (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover:

- (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),
- (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B,
- (iii) the Consultant's profit, and
- (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable remuneration rates and allowances are known.

43 Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44 Currency of Payment

44.1 Any payment under this Contract shall be made in the currency or currencies specified in the SCC.

45 Mode of Billing and Payment

45.2 Billing and payments in respect of the Services shall be made as follows:

- a Advance payment. Within the number of days after the Effective Date, the Procuring Entity shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E. The advance payments will be set off by the Procuring Entity in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully setoff.
- b The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- c The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments.
- d The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Entity has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) Calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.
- e All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

- f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

46 Interest on Delayed Payments

- 46.2 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 45.1(c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

47 Good Faith

- 47.2 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

48 Amicable Settlement

- 48.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.3 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49 Dispute Resolution

- 49.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1(a) | The Contract shall be construed in accordance with the law of Kenya |
| 4.1 | The language is English |
| 6.1 and 6.2 | <p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: State Department for Aviation and Aerospace Development Attention: Principal Secretary Facsimile: _____ E-mail: _____</p> <p>Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____</p> <p><i>[Address of successful Consultant shall be incorporated at the time of contract]</i></p> |
| 8.1 | <p><i>[Note: If the Consultant consists only of one entity, state "Not Applicable";</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i> <i>[Incorporated at the time of contract, if Consultants participated as JV]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Mr. _____, Title _____</p> <p>For the Consultant: <i>[name, title]</i> _____ <i>[Incorporated at the time of contract]</i></p> |
| 11.1 | The effectiveness condition: Signature of the Contract by the Parties |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.1 | Termination of Contract for Failure to Become Effective: The period shall be 90 days |
| 13.1 | Commencement of Services: The number of days shall be <i>[as agreed by both parties during the negotiation meeting]</i> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert. |
| 14.1 | Expiration of Contract: The period shall be 60 Months [Sixty months] |
| 23.1 | Limitation of the Consultant's Liability towards the Procuring Entity is equal to the Contract Price. |
| 24.1 | The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of Full amount of this contract excluding taxes and contingency amount. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in Kenya (c) Third Party liability insurance, with a minimum coverage of 1.5 billion KES. (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Kenya , as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| 27.1 | The Consultant shall not use any documents for purposes other than those directly related to this Contract without the prior written approval of the Client. |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27.2 | The Consultant shall not use any documents for purposes other than those directly related to this Contract without the prior written approval of the Client. |
| 41.2 | <p>The ceiling in foreign currency is: USD _____ [TBD] _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: KES _____ [TBD] _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall “be paid” or “reimbursed” by the Procuring Entity “for” or “to” the Consultant.</p> <p>The amount of such taxes is _____ TBD _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p> |
| 42.3 | <p>Price adjustment on the remuneration “applies”</p> <p>Payments for remuneration made in foreign and local currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign. currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>Where:</p> <p>R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 12 months (and, for the first time,</p> |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>with effect for the remuneration earned in the 13th the calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{I_0} \times \frac{I_t}{I_0}$ <p>Where:</p> <p>R_t is the adjusted remuneration; R_{I_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency; I_t is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_0 is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_t and I_0 in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0 / X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p> |
| 42.4(iv) | The other remuneration items are Not Applicable |
| 44.1 | The currency or currencies of payment shall be the following: KES |
| 45.1(a) | <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of __% in foreign currency and of __% in local currency [TBD] shall be made within 07 days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first 24 months of the Services until the advance payment has been fully set off.</p> |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. |
| 45.1(b) | The Consultant shall submit to the Procuring Entity itemized statements at time intervals of every 01 (One) month |
| 45.1(e) | The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> . <i>[Incorporated at the time of contract]</i> |
| 46.1 | The interest rate is calculated at the lending rate as determined by Central Bank of Kenya prevailing on the date of signing of contract. |
| 49 | Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations. |

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks that require prior approval by the Procuring Entity.]

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Procuring Entity shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of the Procuring Entity is required.

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Kenya; entitlement, if any, to leave pay; public holidays in Kenya that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.

Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract.”

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) *

| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------------------|----------|----------------------------------------------------|-----------------------------|-----------------------|----------|---------------------|---------------------------------|----------------------------------------------|-----------------------------------------------------------|
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Profit ² | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour ¹ |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| <i>Home Office</i> | | | | | | | | | |
| | | | | | | | | | |
| <i>Work in Kenya</i> | | | | | | | | | |
| | | | | | | | | | |

Expressed as percentage of 1

1 Expressed as percentage of 4

** If more than one currency, add a table*

Signature _____ Date _____

Name and Title: _____

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.}
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and SCC41.2]

Bank Guarantee for Advance Payment _____ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring Entity]

Date: _____

ADVANCE PAYMENT GUARANTEE No. _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called " the Consultant") has entered into Contract No. _____ [Reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called " the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [Amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of _____, 2 _____,² whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

APPENDIX F: FORM OF PROPSAL SECURITY- [Demand Bank Guarantee]

Beneficiary: _____

Request for Proposal No: _____

Date: _____

Proposal Guarantee No: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant / Consultant") has submitted or will submit to the Beneficiary its Proposal (here in after called" the Proposal") for the execution of _____ under Request for Proposal No. _____ ("the RFP").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Proposal must be supported by a Proposal Guarantee / Security.
3. At the request of the Applicant / Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Proposal during the period of Proposal validity set forth in the Applicant's Letter of Tender ("the Proposal Validity Period"), or any extension thereto provided by the Applicant; or
 - (b) having been notified of the acceptance of its Proposal by the Beneficiary during the Proposal Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant / Consultant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant / Consultant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant / Consultant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period, which is ____ Day of _____, 2026.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]*

Contract title: _____ *[insert the name of the contract]*

RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

| | |
|-----------------|-------------------------------------------------------------|
| Name: | <i>[insert name of successful Consultant]</i> |
| Address: | <i>[insert address of the successful Consultant]</i> |
| Contract price: | <i>[insert contract price of the successful Consultant]</i> |

(i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

| | Submitted Proposal | Overall technical score | Financial Proposal Price | Evaluated Financial Proposal Price (If applicable) | Combined Score and ranking (if applicable) |
|----------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------|
| <i>[insert name]</i> | <i>[yes/no]</i> | Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u>etc. Criterion (iv): <i>[insert score]</i> | <i>[Proposal price]</i> | <i>[evaluated price]</i> | <u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i> |

| | | | | | |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|----------------------------------------------------------------------------|
| | | Criterion (v): [insert score] Total score: [insert score] | | | |
| [insert name] | [yes/no] | Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score] | [Proposal price] | [evaluated price] | <u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking] |
| [insert name] | [yes/no] | Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score] | [Proposal price] | [evaluated price] | <u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking] |
| [insert name] | | | | | |

(ii) **Reason/s why your Proposal was unsuccessful** [Delete if the combined score already reveals the reason].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

(iii) **How to request a debriefing** [This applies only if your proposal was unsuccessful as stated under point (3) above].

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award. The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ [*insert the name of the Procuring Entity*]

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the.....day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I / We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order / orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20...

SIGNED

Board Secretary

3. LETTER OF AWARD

[use letterhead paper of the Procuring Entity] [date]_____

To: _____ *[name and address of the winning Consultant]*

Subject: *Notification of Award Contract No.....*

This is to notify you that your Proposal dated _____ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on _____ for the contract amount of _____ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Draft Negotiated Contract

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Tender Reference No. _____ [insert identification no]
 Name of the Tender Title / Description: _____ [insert name of the assignment]
 to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

i) We here by provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No) |
|------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| [include full name (last, middle, first), nationality, country of residence] | | | |

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of

the Consultant.

OR

- iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant:[insert complete name of the Consultant]*
*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*
Title of the person signing the Proposal:[insert complete title of the person signing the Proposal]
Signature of the person named above:[insert signature of person whose name and capacity are shown above]
Date signed.....[insert date of signing] day of.....[Insert month], [insert Year]

Bidder Official Stamp

** In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*
