



# MINISTRY OF ROADS AND TRANSPORT

## STATE DEPARTMENT FOR AVIATION AND AEROSPACE DEVELOPMENT

**Tender No.** SDAAD/OT/001/2025-2026.

30<sup>th</sup> April, 2026

**To: ALL BIDDERS**

### PROCUREMENT OF WORKS CONTRACT – DESIGN AND BUILD

THE PROPOSED DESIGN, DEVELOPMENT AND MODERNIZATION OF JOMO KENYATTA INTERNATIONAL AIRPORT (JKIA) - Tender No: SDAAD/OT/001/2025-2026

### **CLARIFICATION No. 5**

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Pursuant to Sections and Clauses as contained in the table herein under, we hereby issue **Clarification No.5** to the above Tender for your attention.

**CLARIFICATION No 5**

<b>No</b>	<b>Reference to Tender</b>	<b>Clarifications</b>	<b>Response</b>
1.		<p>1) We have therefore arranged for our technical team who were held up somewhere on a different assignment to fly over to Kenya if we could be given the opportunity for another site visit.</p> <p>2) We are requesting the authority to consider our company for another site visit, since most of our technical team could not make it to the site visit, due to the challenges in the middle East.</p>	No other site visits will be conducted.
2.		Are you able to share a list of some of the participants?	A list of the participants has been shared in the enclosure to the minutes of pre-bid meeting & site visit uploaded on the portal.
3.		<ul style="list-style-type: none"> <li>• What is the philosophy behind the number of aircraft stands, and can the number be optimized?</li> <li>• During the site it was mentioned that we should assess the condition of the BHS and maybe replace it if unsuitable. Will we have a chance to do this assessment prior to submitting the bid?</li> <li>• What is the flexibility in terms of optimizing the masterplan? In terms of taxiway lengths, supporting facilities, terminal building aesthetics,</li> </ul>	<p>Bidders shall be entitled to submit and price alternative bids for any of the 3 components, provided that such alternatives:</p> <ol style="list-style-type: none"> <li>1. Comply with the Airport Master Plan set out in the Tender Documents, including its development strategy, zoning, and phasing.</li> <li>2. Comply with the Employer's Requirements, set out in the Tender Documents, including functional, technical, and capacity requirements, without materially compromising the intended project outcomes, except where</li> </ol>

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		<p>building services, Airconditioning, and operational flow?</p>	<p>deviations are expressly identified and demonstrated to achieve equal or improved performance, and are subject to the Employer's approval.</p> <p>3. Meet the Performance Specifications and applicable standards set out in the Tender Documents, or propose equivalent or improved performance, where appropriate.</p> <p>4. Comply with all applicable local laws and regulations.</p> <p>5. Achieve the purpose and objectives of the Project, including the required capacity, operational performance, and level of service.</p> <p>6. Are fully incorporated within the Schedule of Lump Sum Prices in the Tender Documents, with no omissions.</p> <p>Accordingly, ITT Clause 15.1 shall be amended to read: "Applicable".</p> <p>Notwithstanding the above, it remains the Bidder's responsibility to submit a fully compliant bid based on the original scope of work as set out in the Tender Documents. Such</p>

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			compliant bid shall form the sole basis for tender evaluation
4.	8	Can Tenderers provide an Insurance Bond that's issued by a local insurance company licensed and regulated by the Insurance Regulatory Authority (IRA), in lieu of a Bank Guarantee?	Tenderers are advised to refer to ITT Clause 21.1 of Section II – Tender Data Sheet (TDS). In accordance with this provision, submission of an Insurance Bond in lieu of a Bank Guarantee is not permitted.
5.	3.1	In consideration that most of the required materials and technologies are not produced in Kenya or readily available locally, but must be imported, compliance with the 40% margin will be difficult to attain. We suggest that this percentage be reasonably reduced to say, 20%. We request the Procuring Entity to consider	Tenderers are advised that the stipulated percentage is a requirement of the Kenya Public Procurement Regulatory Authority (PPRA) and is therefore not subject to amendment.
6.	16.5	We request the Procuring Entity to consider price adjustments in light of the inflation that will be caused by wars, especially in the Middle East. The prices of main inputs such as oil and bitumen will be greatly affected. Transport, shipping lines and airfreight prices will be affected too during the execution of the works.	Tenderers are advised that Price Adjustment is not applicable under this Contract.
7.	43.1	Considering what's reported in this article, it seems that the technical aspect is completely ignored, evaluating the tender solely on the financial part. Normally, the technical aspect	Tenderers are advised that the evaluation methodology has been revised to the Quality and Cost-Based Selection (QCBS) approach. In this regard, please refer Addendum No. 2

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		should also be considered in the evaluation. Please clarify.	
8.	ITT 1.2	Given the significant amount of money required to complete the proposed works, clarification is requested regarding which funds the Kenyan Government will use and whether these funds are currently available to cover all costs. Furthermore, how are these funds guaranteed?	Tenderers are advised to refer to ITT Clause 1.2 of Section II – Tender Data Sheet (TDS), which provides the relevant details regarding the source and availability of funds.
9.	ITT 24.1	An initial review of the documents reveals lack of information regarding the work to be performed on the existing terminal, the roads connecting the existing terminal and the new terminal. A clear breakdown is also missing.	Bidders are advised to refer to Volumes 2, 3 and 4 uploaded on the portal.
10.	ITT 37.2	Does the subcontracting of the works of max. 20% of the total contract amount include the part designated for specialized Subcontractors under ITT 37.2?	Tenderers are advised to carefully refer to ITT Clause 37.2 of Section II – Tender Data Sheet (TDS). The maximum subcontracting limit of 20% of the total Contract Price includes the part allocated to specialized subcontractors.
11.	ITT 51.2	Can the Performance Security be in form of a Performance Bond issued by a local Insurance Company licenced and regulated by the Insurance Regulatory Authority (IRA)?	Tenderers are advised that a Performance Bond issued by a local insurance company is not acceptable. Please refer to ITT Clause 51.2 of Section II – Tender Data Sheet (TDS) for the prescribed requirements regarding Performance Security.

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12.	7	Due to the heavy cashflow required under the Contract, the Procurement Entity should consider the following staggered deferred payment terms: 15% advance, all other payments will be based on monthly Interim Payment Certificates paid within 45 (forty five) days from the submission of the same. A 5% retention can be applied on each Certificate and will be released 50% at the taking over and 50% at the end of DLP.	Tenderers are advised to carefully refer to Clause 7 of the Mandatory Requirements and the Particular Conditions of Contract (PCC), Sub-Clause 14.3 [Period of Payment], which clearly stipulates the applicable payment terms. Accordingly, no deviation or modification to these provisions is acceptable.
13.	4.1	This requirement limits experience of Tenderers to works performed in East Africa only. If it isn't extended to all countries worldwide, then it could limit the Tender to only a few companies/Tenderers. Why is it only limited to East Africa? Could you please clarify this?	No deviation or modification to these provisions is acceptable. Tenderers are to adhere to the stipulated provisions.
14.	4.1	The Design & Build works do not necessarily have to refer to airports only but can be works of any other kind. Please confirm	Tenderers are advised to carefully refer to ITT Clause 4.1 [Design & Build (D&B) Experience] of the Tender Documents.
15.	4.1	Furthermore, in the case of a JV, will the Procuring Entity consider the experiences of affiliates and subsidiaries of individual JV partners	Requirements are clearly mentioned in Table 1 - Qualification Criteria and Requirement.

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		to make up the required total experience in Contracts with value above 100 billion Kes?	Tenderers are permitted to rely on the qualifications and experience of their parent companies, subsidiaries, or affiliated entities for the purposes of meeting the qualification requirements. This is updated in Addendum 1.
16.	4.2	The article refers to airports works in general, so it is understood that military airports or air bases can also be included. Please confirm.	Tenderers are advised that only experience related to commercial airports shall be considered in accordance with the specified requirements for Specific Experience.
17.	4.2	If the tenderer is a company that also acts as a Client/Employer and subcontracts the works, it is believed that such works can be included as specific experience in the requirements. Please confirm	Tenderers are advised to carefully refer to ITT Clause 4.2 [Specific Experience] of the Tender Documents, which clearly outlines the applicable requirements and criteria and is self-explanatory.
18.	14.2	At what point of the Project's execution will the Bank Guarantee be released back to the Contractor?	Tenderers are advised to refer to Sub-Clause 4.2 [Performance Security] and Sub-Clause 11.9 [Performance Certificate] of the General Conditions of Contract, FIDIC Yellow Book 2017, which specify the conditions and timing for the release of the Bank Guarantee related to the Performance of Contract.

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19.	14.3	Due to the heavy cashflow required under the Contract, the Procurement Entity should consider the following staggered deferred payment terms: 15% advance, all other payments will be based on monthly Interim Payment Certificates paid within 45 (forty-five) days from the submission of the same. A 5% retention can be applied on each Certificate and will be released 50% at the taking over and 50% at the end of DLP.	Tenderers are advised to carefully refer to Clause 7 of the Mandatory Requirements and Sub-Clause 14.3 [Period of Payment] of the Particular Conditions of Contract (PCC), which clearly stipulate the applicable payment provisions. Accordingly, no deviation or modification to these terms is acceptable.
20.	14.5(b)(i)	Based on the provisions of this subclause; it is evident that for all operational plants and materials procured for Permanent Works, the Contractor has the right to be paid 70% of their value. Please confirm.	<p>It is clarified that the Contract adopts a work progress-based payment structure in accordance with Sub-Clause 14.3, which governs the release of payments against the Contract Sum.</p> <p>With respect to Sub-Clause 14.5(b)(i) and 14.5(c)(i) [Plant and Materials for payment when shipped and when delivered to Site], these provisions do not constitute a separate material advance payment mechanism and are intended solely to facilitate valuation, verification, and certification by the Engineer for effective contract administration</p> <p>Tenderers are advised to structure their pricing and cash flow accordingly in line with Sub-Clause 14.3.</p>

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21.	<b>14.5(c)(i)</b>	Based on the provisions of this subclause; there appears to be a contradiction with the previous article 14.5(b)(i) since, in addition to confirming that 75% of the value of the materials or plants is payable, it limits this payment to only three types of material. Does this article specifically apply only to the listed materials, whether they are of local or foreign origin? Does the previous article remain applicable to all other materials and plants, whether they are of local or foreign origin?	Tenderers are advised to plan and structure their material procurement in compliance with the stipulated 40% local content requirement, ensuring alignment with the relevant provisions of the Tender Documents.
22.	<b>ITT 34</b>	<p>As per ITT 34 Breakdown of a tender price. Do we have a tender in the given format of the breakdown required or we are generating it ourselves.</p> <p>Secondly there are three components shared are we combining their total prices to arrive at the tender figure or Just pricing them is sufficient. Kindly clarify Thanks.</p>	<p>The Schedule of Lump Sum Prices of all 3 components are uploaded on the portal under Volume 3. Bidders are required to price their tenders in alignment with these breakdowns.</p> <p>Further, bidders are required to provide a summary combining the price of all 3 components to arrive to the tender figure.</p>
23.	<b>General</b>	We are kindly requesting for the minutes of the pre-bid meeting and site visit. As a local company we need to contact the international	A list of the participants and minutes of meetings has been uploaded on the portal.

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		companies involved to present to them our local content.	
24.		We submit herewith for your attention our letter Ref. 0002/JKIA/KE/26 - REQUEST FOR EXTENSION OF THE TENDER SUBMISSION DEADLINE TO JULY 31, 2026.	The submission deadline remains as 14 May 2026 at 11:00 A.M. EAT.
25.		<ol style="list-style-type: none"> <li>1. We acknowledge the received material which we are going through to enable us submit the tender. However since some of the material were availed two weeks to the date of submission, Can you extend the submission deadline for at least one month? This will enable us submit a quality tender response</li> <li>2. During the time of the site visit, we witnessed that the runway is very busy. We could hardly get more than 10 minutes before there was landing or a take-off. Is it possible that the authority considers construction of new runway before the existing runway is renovated?</li> <li>3. Can the Authority Consider construction of the new terminal building as well as new runway before the renovations on the existing terminal building and runway?</li> </ol>	<ol style="list-style-type: none"> <li>1- The submission deadline remains as 14 May 2026 at 11:00 A.M. EAT.</li> <li>2- The scope of work remains as per the published documents. The construction of a new runway is excluded from the scope of work of this tender.</li> <li>3- The scope of work remains as per the published documents. Works will be undertaken concurrently.</li> </ol>

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26.		Kindly share the preliminary geotechnical and topographical reports for us to review. It is noted in the subsequent documents shared for all components, no geotechnical values were included.	The Topographical and geotechnical surveys are uploaded on the portal for use. These surveys are provided for reference only and the successful bidder shall bear full responsibility for all physical conditions encountered in the execution of the Works, whether foreseen or unforeseen. The successful bidder will be required to reconduct all and any such survey/investigation as required.
27.	<b>General Enquiry</b>	We kindly request an extension of time to submit the tender for JKIA for a duration of 6 months from receipt of the Employers Requirements. This period of time would be normal for a project of this scale and complexity in order to develop the Employer's Design to a level of detail commensurate with a fixed price lump sum tender.	The submission deadline remains as 14 May 2026 at 11:00 A.M. EAT.
		The TDS specifies that 20%of the contract shall be subcontracted. However, certain subcontractors are designated. We kindly request the Employer to clarify whether the scope of these designated subcontracts is included within or excluded fromthe20%subcontracting requirement.	Tenderers are advised to carefully refer to ITT Clause 37.2 of Section II – Tender Data Sheet (TDS). The maximum subcontracting limit of 20% of the total Contract Price includes the part allocated to specialized subcontractors.
	SECTION III–EVALUATION AND QUALIFICATION CRITERIA	In the Preliminary Evaluation Criteria, Item2 refers to the NCA qualification requirement. For foreign contractors, is it sufficient to meet the	Tenderers are advised to carefully refer to the relevant item under the Preliminary Evaluation Criteria, which requires a valid NCA practicing

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		qualification requirements of their home country? If foreign qualifications	license or an equivalent certification from the Tenderer's country of origin.
	SECTION III-EVALUATION AND QUALIFICATION CRITERIA Clause 8.3	Under Section III – Evaluation and Qualification Criteria, Clause 8.3 specifies the minimum equipment requirements. Could the Contractor adjust the quantity of equipment based on actual needs? For example, can the number of wheel loaders and asphalt pavers be adjusted, provided that the construction requirements are fully met?	Tenderers shall demonstrate the availability of the minimum required equipment as specified in the Tender Document.  In addition, tenderers may present their proposed construction planning and operational approach related to equipment within the Technical Proposal, specifically under Form TP-4 (Design-Build Work Program).
	SECTION III-EVALUATION AND QUALIFICATION CRITERIA 17-FORM TP-1	Under Section III – Evaluation and Qualification Criteria, Item 17 – Form TP-1 (Design Proposal), the design deliverables require surveying and geotechnical investigation. At the bidding stage, will these be provided by the Employer?	The Topographical and geotechnical surveys are uploaded on the portal for use. These surveys are provided for reference only and the successful bidder shall bear full responsibility for all physical conditions encountered in the execution of the Works, whether foreseen or unforeseen. The successful bidder will be required to reconduct all and any such survey/investigation as required.
		This question is related to the construction schedule. We would appreciate it if you could clarify whether the permitted construction time window can be extended. Furthermore, we kindly request the provision of the current airside safety management regulations issued by the airport authority.	The construction time window has been remains as indicated in Addendum No. 2.  Further, bidders are advised to obtain the airside safety management regulations from the Kenya Civil Aviation Authority (KCAA) website.

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		We kindly request the Employer to confirm the timeline for the provision of the temporary facilities site, including details of its location and the allocated area.	Details on timeline for the provision of the temporary facilities site & its location and the allocated area will be addressed with the best evaluated bidder at contract negotiations.
		Are there any specific requirements for the format of the construction schedule? Is it acceptable to use either Primavera P6 or Microsoft Project?	The use of Primavera P6 is required.
		Could the Employer please provide the editable CAD version of the general layout drawings?	Bidders to rely on the documents uploaded to the portal. CAD versions will not be provided.
		In the PCC, the DNP is specified as 730 days. If the Contractor hands over the works in segments, could the DNP for the corresponding portions start earlier?	Tenderers are advised to refer to Sub-Clause 10.2 [Taking Over of Parts] of the General Conditions of Contract, FIDIC Yellow Book 2017, which addresses the provisions related to taking over parts of the Works.
		Regarding PCC Part A–Time for Completion, our understanding is that the hand over will be conducted in two stages. However, the specific scope and quantities of work for each stage	Tenderers are advised that the specific scope and quantities of work are defined in the Employer's Requirements.

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		have not been defined. Could the Employer please clarify?	Furthermore, Sub-Clause 1.1.86 [Time for Completion] of PCC Part A has been amended through Addendum No. 2 All components of the Works are required to commence concurrently.
		We would like to seek clarification regarding the relationship between the following payment provisions: "plant and materials when shipped," "plant and materials when delivered to site," and the "minimum amount of interim payment period," in relation to the Period of Payment. Could the Employer confirm whether these provisions are consistent, and whether the Contractor may submit applications for progress payments and payments for plant and materials in accordance with the actual project progress?	<p>It is clarified that the Contract adopts a work progress-based payment structure in accordance with Sub-Clause 14.3, which governs the release of payments against the Contract Sum.</p> <p>With respect to Sub-Clause 14.5(b)(i) and 14.5(c)(i) [Plant and Materials for payment when shipped and when delivered to Site], these provisions do not constitute a separate material advance payment mechanism and are intended solely to facilitate valuation, verification, and certification by the Engineer for effective contract administration</p> <p>Tenderers are advised to structure their pricing and cash flow accordingly in line with Sub-Clause 14.3.</p>
		We kindly request the Employer to provide the specific requirements regarding accommodation and meals, including the number of personnel, their respective levels, and the standards for lodging.	This is the bidders responsibility to assume and quote as deemed necessary.

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		<p>Could you please clarify whether the design period, design review and approval period, the relevant approval authorities, and the time required for such approvals are included within the 15-month and 36-month durations? In addition, could you please specify which authorities are responsible for the design approvals, and indicate the expected duration of the design approval process?</p>	<p>The durations are inclusive of the design, design review, and approval periods.</p> <p>Design approvals will be carried in accordance with Sub-Clause 5.2 of FIDIC Yellow Book 2017.</p>
	<b>PCC</b>	<p>With reference to the milestone requirements in the PCC, apart from the three major handover milestones (15months and 36 months), we kindly request clarification on whether the other milestone points listed in the "Summary of Milestones" table are to be defined and proposed by the Contractor.</p>	<p>Not Applicable.</p>
	<b>PCC 4.12</b>	<p>With reference to Clause 4.12 of the PCC, the Employer has not yet provided the relevant surveying and investigations, as well as structural assessments or related reports and materials for existing pavements, terminal buildings, and other works. We kindly request the Employer to confirm whether these documents will be</p>	<p>The Topographical and geotechnical surveys are uploaded on the portal for use. These surveys are provided for reference only and the successful bidder shall bear full responsibility for all physical conditions encountered in the execution of the Works, whether foreseen or unforeseen. The successful bidder will be</p>

No	Reference to Tender	Clarifications	Response
		available to facilitate the Contractor's further evaluation.	required to reconduct all and any such survey/investigation as required.
	<b>ITT 24.1</b>	We hereby request for an extension of bid submission deadline by 4 Months to allow us to adequately prepare our bid	The submission deadline remains as 14 May 2026 at 11:00 A.M. EAT.
	SECTION III - EVALUATION AND QUALIFICATION CRITERIA a) Mandatory Requirements NO7	"Bidders to provide confirmation that they are agreeable to a staggered deferred payment terms as follows: J) An amount equivalent to 10% of the Contract Sum shall be paid as a non-recoverable advance payment against the provision of an unconditional bank guarantee of the same amount and currency. 2) An amount equivalent to 20% of the Contract Sum shall become due and payable upon certification of 50% completion of the Works or on the 18th month after the Commencement Date, whichever occurs later. 3) An amount equivalent to 25% of the Contract Sum, shall become due and payable upon issuance of the Taking-Over Certificate (TOC) for the Works. 41	Tenderers are advised to carefully refer to Clause 7 of the Mandatory Requirements and Sub-Clause 14.3 [Period of Payment] of the Particular Conditions of Contract (PCC), which clearly stipulate the applicable payment provisions. Accordingly, no deviation or modification to these terms is acceptable.

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		<p>4) The remaining 45% of the Contract Sum shall be payable after the issuance of the Performance Certificate at the end of the Defects Notification Period.</p> <p>This can be provided in the form of a letter specific to this tender, addressed to the Accounting Officer of the procuring entity duly signed by the authorized representative. "</p> <p>As per this requirement, the Contractor shall have only received 30% of the Contract Sum at completion of works. Will the Employer be open to negotiations on payment terms after contract award?</p>	
		<p>We hereby request you provide the concept design drawings in CAD format for the three components to facilitate prompt quantity take off, for costing purposes</p>	<p>Bidders to rely on the documents uploaded to the portal. CAD versions will not be provided.</p>
		<p>Will the procuring entity provide land for construction of temporary site facilities?</p>	<p>Tenderers are advised that land required for the Permanent Works (construction site) shall be provided by the Procuring Entity.</p>
		<p>What are the available sources of water within the site that the Contractor can tap for use in construction? Also, what are the available sources of power within the site for use in construction?</p>	<p>Bidders are referred to the Employer's Requirements and to the Contractor's Obligations (Sub-Clause 4.19) under the General Conditions of Contract of FIDIC Yellow Book 2017.</p>

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7		<p>We note that the bid submission deadline falls approximately two weeks after the conclusion of the Pre-Bid Meeting. In addition, clarifications and supplementary tender documents have continued to be issued following the meeting. As a result, bidders have limited time to fully review all materials and prepare their submissions.</p> <p>Considering the scale and significance of this project, additional time would support the preparation and submission of high-quality proposals that fully align with the client's expectations. Extended preparation periods for projects of this nature also help encourage strong participation and enhance overall competitiveness. In this context, we kindly request your consideration for an extension of the submission deadline by the end of June. We believe this would contribute positively to the overall outcome of the project</p>	<p>The submission deadline remains as 14 May 2026 at 11:00 A.M. EAT.</p>
		<p>We understand that the funding source for the Proposed Design, Development and Modernization of Jomo Kenyatta International Airport is indicated as the Government of Kenya. We also note that the current payment structure presents certain considerations that bidders</p>	<p>No deviation or modification to these provisions is acceptable. Tenderers to adhere to the stipulated provisions.</p>

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		<p>would need to carefully evaluate in order to participate with full confidence and clarity.</p> <p>In parallel, we understand that a range of financing approaches may be under consideration, including potential alternative funding mechanisms. However, these do not yet appear to be reflected within the current tender framework. Additionally, the operational arrangements following project completion are not yet clearly defined, which may limit bidders' ability to fully assess the project parameters.</p> <p>Could you kindly provide further clarity on the funding structure payment approach, and post-completion operational framework, in order to support bidders in developing well-informed and robust proposals and to enhance overall participation and competitiveness in the procurement process?</p>	
	<b>4 &amp; 4.1</b>	<p>While the tender is described as being conducted under an international competitive bidding framework, we note that the current eligibility requirements appear to place emphasis on prior experience within East Africa. This may have the effect of shaping participation towards a more limited pool of companies familiar with the local market.</p>	<p>No deviation or modification to these provisions is acceptable. Tenderers to adhere to the stipulated provisions.</p>

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		<p>In this context, it may be helpful to consider whether the present criteria fully reflect the broader intent of international competitive bidding.</p> <p>Given the strategic importance of Jomo Kenyatta International Airport as a key aviation hub in Africa, there may be merit in ensuring that the framework enables the participation of a wide range of international expertise and experience in airport development and operations</p>	