



MINISTRY OF ROADS AND TRANSPORT

STATE DEPARTMENT FOR AVIATION AND AEROSPACE DEVELOPMENT

REQUEST FOR PROPOSAL - CONSULTING SERVICES

**Procurement of:
Consultancy Services for Operation Readiness Airport
Transfer (ORAT) for the Design, Development and
Modernization of Jomo Kenyatta International Airport
(JKIA), Nairobi, Kenya**

TENDER NO. MOR&T/SDAAD/RFP/002/2025-2026

ISSUED ON 21 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: 21 April 2026

Reference No.: MOR&T/ SDAAD/RFP/002/2025-2026

Name of Assignment: **Request for Proposal for Consultancy Services for Operation Readiness Airport Transfer (ORAT) for the Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya**

To:

Dear Messrs.

1. The State Department for Aviation and Aerospace Development, in collaboration with the Kenya Airports Authority (KAA), invites proposals for the provision of Operational Readiness and Airport Transfer (ORAT) Consultancy Services for the design, development, expansion, and modernization of Jomo Kenyatta International Airport (JKIA).
2. This assignment is **critically complex**, as it involves:
 - Execution within a fully operational (live) airport environment
 - Integration of new terminal infrastructure with existing facilities
 - Management of phased commissioning and transition
 - Maintaining continuous safety, security, and passenger service levels
3. **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.
4. The Procuring Entity now invites proposals to provide the following consulting services (hereinafter called “the services”): **Consultancy Services for Operation Readiness Airport Transfer (ORAT) for the Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya**. More details on the Services are provided in Section 8 Terms of Reference.
5. 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.
6. It is not permissible to transfer this RFP to any other firm.
7. 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.
8. 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 Sheet14.1.1).
8. Details on the proposal's submission date, time and address are provided in the ITC 17.7and 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

- 25.1 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.

- 25.2 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 Operation Readiness Airport Transfer (ORAT) for the Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya</p>
2.3	<p>A mandatory online pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 08 May 2026</p> <p>Time: 10:00 A.M. EAT</p> <p>Address: Online Meeting – Link will be shared with the Bidders</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
6.7	The business will be registered with: N/A
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: Head Supply Chain Management Services E-mail: procurement@aviation.go.ke</p>
14 (b) (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: 336 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>																					
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical</p> <table border="1" data-bbox="429 1238 1493 2002"> <thead> <tr> <th data-bbox="437 1238 517 1317">(i)</th> <th data-bbox="517 1238 1342 1317">Specific experience of the Consultant, as a firm, relevant to the Assignment:</th> <th data-bbox="1342 1238 1493 1317">25 Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="437 1317 517 1491">A.</td> <td data-bbox="517 1317 874 1491">Specific ORAT Consultancy Services Experience</td> <td data-bbox="874 1317 1342 1491">The firm should provide details of similar projects / assignments in the last 10 years which demonstrate experience in undertaking the responsibility.</td> <td data-bbox="1342 1317 1493 1491">12</td> </tr> <tr> <td data-bbox="437 1491 517 1693">B.</td> <td data-bbox="517 1491 874 1693">Design & Supervision Consultancy Services Experience in Commercial Airport Projects</td> <td data-bbox="874 1491 1342 1693">The firm should provide details of design and construction supervision consultancy services carried out at Commercial Airports projects / assignments in the last 10 years.</td> <td data-bbox="1342 1491 1493 1693">10</td> </tr> <tr> <td data-bbox="437 1693 517 1966">C.</td> <td data-bbox="517 1693 874 1966">Reference from Employers</td> <td data-bbox="874 1693 1342 1966">The Lead firm shall provide evidence from Employers (At least three number) that the firm has undertaken similar projects / assignments in the last 10 years which demonstrate the firm is capable of undertaking the assignment.</td> <td data-bbox="1342 1693 1493 1966">3</td> </tr> <tr> <td data-bbox="437 1966 517 2002">(ii)</td> <td colspan="2" data-bbox="517 1966 1342 2002">Adequacy and quality of the proposed methodology, and</td> <td data-bbox="1342 1966 1493 2002">30</td> </tr> </tbody> </table>			(i)	Specific experience of the Consultant, as a firm, relevant to the Assignment:	25 Points	A.	Specific ORAT Consultancy Services Experience	The firm should provide details of similar projects / assignments in the last 10 years which demonstrate experience in undertaking the responsibility.	12	B.	Design & Supervision Consultancy Services Experience in Commercial Airport Projects	The firm should provide details of design and construction supervision consultancy services carried out at Commercial Airports projects / assignments in the last 10 years.	10	C.	Reference from Employers	The Lead firm shall provide evidence from Employers (At least three number) that the firm has undertaken similar projects / assignments in the last 10 years which demonstrate the firm is capable of undertaking the assignment.	3	(ii)	Adequacy and quality of the proposed methodology, and		30
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Reference to ITC Clause	Particulars of Appendix to Instructions to Tenders				
	work plan in responding to the Terms of Reference (TORs):		Points		
	A.	Comments on TOR	Detailed suggestions to enhance Terms of Reference	2	
	B.	Technical approach & Methodology		Level of completeness of the technical approach and methodology in addressing the Terms of Reference.	12
				Level of detail and responsiveness of the Technical Approach and Methodology in addressing key specifications of the works.	7
				Consultant shall list the key software to be used and briefly describe them.	3
				Organizational structure & Staffing	3
	C.	Work Plan		Provide logical, sequential and well - structured Work plan consistent with the time frames and the TOR	2
				Details of proposed main activities of the assignment	1
	<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>				
	(iii)	Key Experts' qualifications and competence for the Assignment:		35 Points	
K1	ORAT / AOR Team Leader / Project Director		8		
K2	Deputy Team Leader / Terminal Operations & Stakeholder Coordination Specialist		6		
K3	Airside Operations, Safety & Operational Continuity Specialist		5		
K4	Systems Integration, Testing & Commissioning Specialist		4		
K5	Training, Trials & Transition Specialist		3		
K6	Safety, Security & Risk Management Specialist		5		
K7	PMO & Programme Controls Expert		4		
<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>					
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:					
(1)	General qualifications (general education, training, and experience):		30%		

Reference to ITC Clause	Particulars of Appendix to Instructions to Tenders	
	(2)	Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments) 45%
	(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) or equivalent 25%
	<p>CRITICAL REQUIREMENTS (IF NOT SUBMITTED, ENTIRE BID WILL BE DEEMED NON-RESPONSIVE):</p> <p><i>i. Attach copy of CV for the experts FORM TECH-6B: CURRICULUM VITAE</i></p> <p><i>ii. Attach copy of relevant degree certificate;</i></p> <p><i>iii. Attach copy of professional registration or practicing certificate or corporate membership in professional organization of country of origin or practice (if any);</i></p> <p><i>iv. Number of years of post-qualification experience</i></p> <p>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> <p>(iii) Participation of Kenya Citizens (30% of Key Experts to be citizens of Kenya). Points: [5]</p> <p>(iv) Suitability of the transfer of knowledge (technology) including suitable training programme. Points [5]:</p> <p>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></p> <p>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> <p>The minimum technical score (St) required to pass is: 80%.</p>	
23.4	An online option of the opening of the Financial Proposals is offered: No	
25.2	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	

Reference to ITC Clause	Particulars of Appendix to Instructions to Tenders
	<p>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>
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	

Reference to ITC Clause	Particulars of Appendix to Instructions to Tenders
32.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>TBD</u></p> <p>Address: <u>TBD</u></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: <u>TBD</u></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</p> <p>Title/position: Head Supply Chain Management Services</p> <p>Procuring Entity: State Department for Aviation and Aerospace Development.</p> <p>Email address: procurement@aviation.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (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.
- ⓪ 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.
- ⓪ 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.
- ⓪ 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 award¹ of 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 inspect² all 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 thereof 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				

- For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
 - 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.
 - “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

{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.	Submission of a valid registration certificate issued by the Engineers Board of Kenya (EBK) or its equivalent from country of origin.	Mandatory
3.	Copy of Registration / incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya or the country of origin.	Mandatory
4.	Copy of CR12 or equivalent in country of origin, 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
7.	Must attach Audited Accounts on preparation of financial statement for the last Three (3) consecutive years (2022, 2023, and 2024).	Mandatory
8.	Tenderers shall provide a Tender Security inform of a Bank Guarantee of Kenya Shillings Two Million (Kshs.2,000,000.00) from a Commercial Bank Registered in Kenya valid for 180 days from the date of tender opening	Mandatory
9.	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
10.	Copy of valid Business permit / license or its equivalent in the country of origin.	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

{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}

(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]

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

Full Technical Partner / Strategic Airport Operator Advisory mandate, covering:

- Master planning validation
- Design optimisation
- Construction strategy
- ORAT
- AND post-opening operations + revenue development

Integrated ORAT + Technical Partnership Scope for JKIA)

5.1 BACKGROUND

The modernization project of Jomo Kenyatta International Airport (JKIA) is a comprehensive infrastructure development initiative strategic national priority aimed at restoring JKIA as a **world-class gateway to Africa**, enhancing the airport's capacity, operational efficiency, and service quality to meet increasing passenger:

- Passenger and cargo demand capacity
- Operational efficiency
- Service quality
- Financial sustainability (aero + non-aero revenues)

The ORAT Programme shall serve as a critical enabler for aerodrome certification, operational safety assurance, and seamless transition into live operations, in compliance with applicable ICAO Standards and Recommended Practices (SARPs) and national regulatory requirements.

The modernization project includes:

- a. Improvement of the existing airfield infrastructure
- b. Improvement and Renovation of existing terminals.
- c. Construction and commissioning of **new terminal facilities** along with associated landside, airside, and support infrastructure
- d. Integration with **existing terminals, airside, and landside systems**
- e. Continuous airport operations during implementation

These works are designed to support projected traffic growth, including the anticipated requirement of up to 90 aircraft stands by 2045, and to strengthen JKIA's role as a key regional and international aviation hub.

All works under this modernization program are being delivered within a fully **operational (live) airport environment**, where airport activities, including passenger movements, aircraft requiring:

- Zero disruption to operations, and cargo handling, will continue throughout the construction period.

Therefore, operational continuity & phased implementation is of critical importance during project execution and required to be maintained by ensuring:

- (i) Continuous and uninterrupted airport operations,
- (ii) Maintenance of aviation Strict safety, security, and regulatory compliance
- (iii) Preservation of passenger, airline, and cargo service levels.

The project will therefore require a carefully planned, phased implementation approach, ensuring smooth transition of facilities and systems into operational use without disruption to ongoing airport activities. The ORAT programme must therefore address:

- **Operational continuity risk**
- **Passenger flow disruption**
- **Airside safety during construction**
- **Systems migration without downtime**
- **Stakeholder synchronization across multiple operators**
- An **Operational Readiness and Airport Transfer** Phased development aligned with demand

To achieve this, the Client will engage a **Technical Partner (inclusive of ORAT Consultant role)** to support the Kenya Airports Authority (KAA) and the State Department for Aviation and Aerospace Development (SDAAD) the **end-to-end airport transformation**.

5.2 OBJECTIVE OF THE ASSIGNMENT

The objective is to appoint an **experienced Technical Partner / ORAT Consultant** will play a critical role into:

- Support **planning, design, construction, ORAT, and operational optimisation**
 - (i) Testing and commissioning of systems and facilities
 - (ii) Conducting operational trials and simulations
 - (iii) Training of airport staff and stakeholders
 - (iv) Managing phased transfer of operations into new/renovated facilities
 - (v) Supporting airport opening processes
 - (vi) Providing post-opening stabilization support

This ensures that all new and upgraded infrastructure becomes fully functional, safe, and efficient, with minimal disruption to airport operations.

5.2. OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to coordinate stakeholders and ensure readiness for airport operations. An experienced **Technical Partner Operational Readiness and Airport Transfer (ORAT) / Airport Operational Readiness (AOR)** Consultant to support the Design, Development, and Modernization of Jomo Kenyatta International Airport (JKIA), ensuring that all airport facilities, systems, processes, and stakeholders are fully prepared for safe, efficient, and seamless commencement of operations.

The Consultant shall design, develop, implement, and manage a comprehensive ORAT / AOR Program that and deliver a fully integrated ORAT Programme that:

- Demonstrates operational readiness through measurable and validated trials
- Ensures full compliance with ICAO SARPs and national regulatory requirements
- Supports aerodrome certification/recertification processes
- Enables a safe, secure, and disruption-free transition into live operations

Additionally, bridges the gap between construction completion and operational readiness, and ensures that the airport is capable of delivering uninterrupted, safe, and high-quality services to airlines and the travelling public from the date of opening, & Shift from activity-based to outcome-based objectives.

5.2.1 SPECIFIC OBJECTIVES

The Consultant shall, inter alia, achieve the following objectives:

- (i) **ORAT Program Development and Implementation.** Develop, obtain approval for, and implement a comprehensive ORAT / AOR Program covering all operational readiness activities, including planning, coordination, testing, trials, training, transfer, opening, and post-opening stabilization.
- (ii) **Operational Readiness Planning and Coordination.** Establish and maintain a structured ORAT framework identifying all readiness tasks, responsibilities, interfaces, dependencies, timelines, and reporting mechanisms, ensuring effective coordination among all stakeholders.
- (iii) **Validation of Operational Readiness.** Ensure that all systems, facilities, processes, personnel, and documentation are validated prior to opening through structured inspections, integrated testing, commissioning coordination, operational trials, and readiness assessments.
- (iv) **Testing and Commissioning Support.** Coordinate and monitor the testing and commissioning of all airport systems and equipment, ensuring that they meet defined performance criteria and are fit for operational use prior to transfer into service.

- (v) **Safe and Seamless Phased Transfer.** Plan, coordinate, and support the safe and seamless phased transfer of operations from existing to new and/or upgraded facilities, ensuring that all transition activities are properly sequenced, tested, and executed.
- (vi) **Operational Continuity in a Live Airport Environment.** Ensure that all ORAT activities are planned and executed in a manner that minimizes disruption to ongoing airport operations, maintaining uninterrupted safe operations and operational continuity throughout the project period.
- (vii) **Stakeholder Readiness.** Ensure the operational readiness of all relevant stakeholders, including Kenya Airports Authority (KAA), State Department for Aviation and Aerospace Development (SDAAD), airlines, ground handlers, security agencies, emergency services, regulatory authorities, and other service providers.
- (viii) **Training and Capacity Building.** Develop and implement comprehensive training and familiarization programs to ensure that all relevant personnel are adequately trained, competent, and prepared to operate and maintain the new and upgraded facilities and systems.
- (xi) **Operational Documentation and Procedures.** Ensure the development, validation, and availability of all required operational documentation, including standard operating procedures (SOPs), contingency plans, emergency response procedures, transfer plans, and readiness checklists prior to opening.
- (x) **Opening Readiness and Decision Support.** Establish measurable readiness criteria and provide structured readiness assessments, reports, and recommendations to support decision-making by KAA and SDAAD regarding airport opening and operational transfer.
- (xi) **Risk Management and Contingency Planning.** Identify operational risks and develop, validate, and test contingency and emergency response plans to address potential disruptions during transfer, opening, and early operations.
- (xii) **Post-Opening Stabilization Support.** Provide post-opening operational support for a defined period to monitor performance, identify and resolve operational issues, and ensure stabilization of airport operations to the required standards.
- (xiii) **Stakeholder Governance and Reporting.** Facilitate structured stakeholder engagement, governance, and reporting mechanisms to ensure accountability, coordination, timely decision-making, and active participation of all parties involved in achieving operational readiness.

Upon completion of the assignment, the Consultant shall demonstrate that:

- (i) A comprehensive ORAT / AOR Program has been successfully developed and implemented;

- (ii) All systems, facilities, processes, personnel, and documentation have been validated and are fully operationally ready prior to opening;
- (iii) The phased transfer into service has been executed safely and seamlessly;
- (iv) Disruption to ongoing airport operations has been minimized;
- (v) All stakeholders are fully prepared and operationally ready;
- (vi) KAA and SDAAD are supported with clear and evidence-based recommendations for opening decisions; and
- (vii) Post-opening operations are stabilized, safe, and efficient.

5.3 SCOPE OF THE SERVICES

The **Technical Partner**/Operational Readiness and Airport Transfer (ORAT) Consultant shall be responsible for planning, developing, implementing, coordinating, and monitoring all activities required to achieve full operational readiness of the Design, Development, and Modernization Project of Jomo Kenyatta International Airport (JKIA), in a live operating airport environment.

The Consultant shall ensure that all works are executed in a manner that guarantees uninterrupted safe operations, operational continuity, and a safe and seamless phased transfer into service, with minimum disruption to ongoing airport operations.

The Consultant shall develop and implement an integrated **Technical/ORAT/AOR** Program aligned with the Project Operations and Phasing Plan (POPP), ensuring validation of systems, processes, personnel, and stakeholder readiness prior to opening.

The Consultant shall explicitly define scope boundaries, and demonstrate capability in:

- Interfaces with construction and ICT systems
- Responsibilities of KAA, regulators, and third parties
- Explicit exclusions to prevent scope ambiguity

A. Live Operations Management

- Zero disruption to ongoing airport operations
- Safe coexistence of construction and operations
- Real-time operational risk mitigation

B. Phased Commissioning Strategy

- Soft opening vs full transfer strategy
- Parallel operations between old and new terminals
- Gradual migration of airlines and services

C. Systems Transition Integrity

- No downtime for:

- Baggage Handling Systems (BHS)
- Airport Operational Database (AODB)
- Security systems
- Redundancy and fallback mechanisms

5.3.1 Technical/ORAT Management and Project Operations and Phasing Plan (POPP)

ORAT GOVERNANCE STRUCTURE (PMO-DRIVEN MODEL)

ORAT Governance Framework

The Consultant shall establish a structured governance model comprising:

- ORAT Steering Committee (Executive oversight)
- Programme Control Office (PCO) (day-to-day coordination)
- Functional Workstream Leads (accountable for delivery)
- Defined decision-making hierarchy and escalation protocols

The multi-layered governance model shall be established as:

A. Programme Steering Committee (PSC)

- Chaired by KAA Senior Management
- Provides strategic direction
- Approves major ORAT milestones

B. ORAT Programme Management Office (PMO) – CORE REQUIREMENT

The Consultant shall establish and support a **dedicated ORAT Programme Management Office (PMO) within KAA**, responsible for:

Key Functions

- Central coordination of all ORAT activities
- Integration with construction programme
- Risk management and reporting
- Stakeholder coordination

The PMO shall be the central coordination hub for all ORAT activities.

PMO Mandate

Responsibility	Description
Centralized Control	Single point of authority for ORAT coordination across all stakeholders
Performance Monitoring	Real-time tracking of readiness metrics against defined KPIs
Risk Management	Proactive identification, assessment, and mitigation of operational risks

Responsibility	Description
Stakeholder Integration	Ensuring all parties are aligned and accountable
Reporting	Standardized, timely reporting to all governance tiers
Document Control	Management of all ORAT documentation, plans, and records

PMO Structure (Mandatory)

Role	Responsibility
ORAT Programme Director	Overall leadership
PMO Manager	Day-to-day coordination
Risk & Safety Lead	Live environment risk control
Systems Integration Lead	ICT, BHS, automation
Trials & Testing Lead	All ORAT trials
Stakeholder Coordination Lead	Airlines, agencies
Training & Change Manager	Capacity building
Reporting & Performance Analyst	KPIs and dashboards

C. Operational Readiness Committees

- Airside Operations Committee
- Terminal Operations Committee
- Safety & Security Committee
- ICT & Systems Committee
- Stakeholder Coordination Forum

Governance Tiers;

Tier	Body	Composition	Authority
Tier 1	ORAT Steering Committee	KAA Managing Director (Chair), SDAAD Principal Secretary, Heads of: Operations, Engineering, Security, Safety, Airlines Committee Representative, KCAA Representative	Final decision-making, Go/No-Go authority, Budget approval
Tier 2	ORAT Programme Control Board	KAA General Manager Operations (Chair), ORAT Project Director, Heads of: Terminal Operations, Airside Operations, ICT,	Programme oversight, Issue resolution, Resource allocation

Tier	Body	Composition	Authority
		Engineering Services, Commercial Services	
Tier 3	ORAT Working Groups	Functional workstream leads, stakeholder representatives, technical specialists	Day-to-day coordination, technical decisions, Trial execution

Decision-Making Authority Matrix

The Consultant shall develop and implement a **formal Decision Rights Matrix** defining:

Decision Type	Recommended By	Approved By	Escalation Path
Operational readiness certification	ORAT Project Director	Steering Committee Chair	N/A - Final
Trial suspension due to safety	On-scene Safety Officer	Immediate - no approval required	Report within 1 hour
Schedule changes >7 days	Programme Control Board	Steering Committee	Via PMO
Resource reallocation	Workstream Lead	Programme Control Board	Via PMO
Emergency response activation	Emergency Coordinator	Airport Operations Manager (Duty)	Immediate notification

Escalation Protocol

The Consultant shall establish a **tiered escalation protocol** with defined timeframes:

Level	Trigger	Action	Timeframe	Reporting
Level 1	Issue within workstream control	Workstream Lead resolves	<4 hours	Weekly report

Level	Trigger	Action	Timeframe	Reporting
Level 2	Cross-workstream impact	PMO convenes affected leads	<24 hours	Daily Programme Control Board to
Level 3	Operational safety/security risk	Programme Control Board emergency meeting	<2 hours	Immediate Steering Committee to
Level 4	Potential Go/No-Go decision	Steering Committee convened	<24 hours	Formal recommendation with options

Operational Authority

The Consultant shall define and operationalize a clear command and control structure, including:

- Authority during trials and live transition
- Interfaces between airport operations, ATC, and ground handlers
- Mechanisms for resolving inter-agency conflicts

This directly addresses known friction points (e.g., apron vs ATC control). Must not be left ambiguous.

The Consultant shall establish and manage an ORAT / AOR framework to facilitate the structured transition of the airport from construction into full operational use.

- (i) Establish a dedicated **Technical/ORAT Organization**, including governance structure, roles, responsibilities, and reporting lines to manage all operational readiness activities.
- (ii) Prepare, implement, maintain, and regularly update a comprehensive **Project Operations and Phasing Plan (POPP)** within ninety (90) calendar days from the Notice to Proceed.
- (iii) Ensure that the POPP integrates all construction contracts and defines:
 - (a) Construction phasing and sequencing,
 - (b) Operational constraints and mitigation measures,
 - (c) Milestones and handover timelines,
 - (d) Transition and commissioning strategies.

- (iv) Ensure that the POPP is approved by the Authority and coordinated with all Contractors and stakeholders.
- (v) Ensure that the POPP is continuously updated to reflect current construction schedules and operational requirements.
- (f) Ensure that all project activities are evaluated against their impact on airport operations, and that mitigation measures are incorporated to maintain safe and uninterrupted operations.
- (g) No construction or operational activity affecting airport operations shall be implemented without prior coordination through the POPP framework.

5.3.2 Integrated Planning Components

The Consultant shall develop, implement, and coordinate the following integrated plans under the POPP framework:

- (i) **Construction Phasing and Sequencing Plan.** Ensure all construction activities are phased to align with operational requirements, minimizing disruption and maintaining safety.
- (ii) **Construction Staging and Laydown Plan.** Plan staging and material storage areas to optimize space utilization and minimize airside and landside operational impacts.
- (iii) **Construction and Airport Operations Plan.** Integrate all construction and operational activities into a master plan to ensure minimal operational changes and efficient implementation.
- (iv) **Demolition, Removal, and Replacement Plan.** Develop and implement a controlled and prioritized approach to demolition and replacement works, ensuring safety, regulatory compliance, and alignment with project timelines.
- (v) **Enabling and Temporary Works Plan.** Plan and coordinate temporary facilities, access routes, utilities, and logistics to support phased construction while minimizing disruption.
- (vi) **Traffic Management Plan.** Develop and implement phased traffic management strategies for both airside and landside areas, ensuring operational efficiency, safety, and security.
- (vii) **Airport Logistics Plan.** Coordinate movement, storage, and handling of materials, personnel, and equipment while ensuring uninterrupted airport operations.
- (viii) **Environmental Compliance Plan.** Ensure compliance with environmental regulations, including waste management, pollution control, and environmental protection measures.

5.3.3 Operational Continuity and Live Airport Management

- (i) Ensure that all construction and **Technical**/ORAT activities are planned and executed in a live airport environment without compromising safety, security, passenger experience and aircraft operations.
- (ii) Maintain uninterrupted access to all operational facilities, including terminals, airside areas, and landside infrastructure.
- (iii) Coordinate closely with airport operations to prevent unplanned outages or disruptions.
- (iv) Provide continuous (24/7) operational coordination support to manage real-time operational challenges.
- (v) Ensure zero unplanned disruption to airport operations attributable to **Technical**/ORAT activities;

5.3.4 Stakeholder Coordination and Interface Management

- (i) Identify and engage all relevant stakeholders, including KAA, SDAAD, airlines, ground handlers, security agencies, emergency services, regulators, concessionaires, and tenants.
- (ii) Establish structured coordination mechanisms, including airport coordination group, regular stakeholder meetings and Communication protocols.
- (iii) Ensure all stakeholders comply with POPP requirements and participate actively in **Technical**/ORAT activities.

5.3.5 Testing, Commissioning, and Systems Integration

The consultant shall conduct trials to validate operational readiness

The Consultant shall design and execute a structured, multi-phase trial programme, including:

1. Tabletop exercises
2. Component-level testing
3. Integrated system trials
4. Full-scale operational simulations

Each trial shall include:

- Defined entry and exit criteria
- Measurable Key Performance Indicators (KPIs)
- Clearly documented pass/fail thresholds
- Post-trial evaluation and corrective action tracking

The Consultant shall design and execute a **multi-tier trial programme**:

A. Trial Levels based on complexity

Progressive Trial Philosophy

- The Consultant shall design and execute a **progressive, risk-based trial programme** that validates operational readiness through increasingly complex scenarios.

Level 1 Basic: Tabletop Simulations and Walkthrough

- Familiarization
- Scenario-based testing
- Procedure validation
- Emergency response validation

Level 2 Low: Partial Operational Trials

- Testing individual systems
- Equipment Performance
- Local Area testing
- Staff familiarization

Level 3 Medium: Integrated Systems Trials

- Multi-system coordination and interoperability
- Passenger journey simulation end to end
- Baggage reconciliation
- Security system integration

Level 4: Full-Scale Live Trials

- Real passengers and baggage (1000+ Volunteers)
- End-to-end operations
- All systems live
- Peak hour simulation
- Emergency Scenarios

Trial Governance

Trial Authority Structure

Role	Responsibility
Trial Director (ORAT Programme Director)	Overall authority, Go/No-Go for each trial phase

Role	Responsibility
Trial Manager (Training & Trials Specialist)	Day-to-day trial execution, scenario management
Safety Officer	Authority to suspend trials for safety concerns
Observer Team	Independent performance assessment
Incident Controller	Emergency response during trials

Trial Documentation Requirements

Each trial shall have documented:

Document	Content
Trial Plan	Objectives, scope, participants, schedule, resources, safety measures
Trial Script	Step-by-step scenario, injects, expected outcomes
Checklists	Pre-trial, during-trial, post-trial verification items
Success Criteria	Measurable KPIs with pass/fail thresholds
Observation Log	Structured format for recording findings
Issue Log	Tracking of non-conformances and corrective actions
Trial Report	Summary, analysis, recommendations, closure status

Trial Phases - Detailed Requirements

Phase 1: Tabletop Exercises and Walkthroughs (Months 12-24)

Trial Type	Description	Participants	Success Criteria
Procedure Walkthroughs	Step-by-step validation of SOPs	Process owners	100% procedures validated

Trial Type	Description	Participants	Success Criteria
Communication Drills	Radio/phone protocols	All stakeholders	<30 sec response time
Tabletop Simulations	Scenario-based discussion exercises	Management teams	Action plans documented
Familiarization Tours	Physical facility orientation	All operational staff	100% completion

Deliverable: Phase 1 Trial Report with validated procedures list

5.4.3.2 Phase 2: Component and Subsystem Trials (Months 24-30)

System	Trial Focus	Pass/Fail Criteria
BHS - Individual Carousel	Baggage induction, tracking, retrieval	99.5% accuracy
Security Screening	X-ray, ETD, walk-through metal detectors	100% detection rate
FIDS	Display accuracy, real-time updates	<5 sec latency
PA System	Zone activation, intelligibility	100% zone coverage
Access Control	Card reader response, audit trail	<2 sec response
CCTV	Coverage, recording, retrieval	100% coverage verification

Deliverable: Component Trial Sign-off Certificates

Phase 3: Integrated System Trials (Months 30-36)

Trial Scenario	Systems Involved	Key Validation Points
Passenger Check-in to Boarding	CUTE, BHS, FIDS, PA, AODB, boarding gates	End-to-end passenger journey <30 min

Trial Scenario	Systems Involved	Key Validation Points
Transfer Passenger	BHS (reflight), FIDS, security	Transfer bag reconciliation 100%
Flight Information Cascade	AODB → FIDS → PA → mobile apps	Information consistency across systems
Security Integration	Access control, CCTV, screening, alarm management	Alarm response <2 min
Baggage Reconciliation	BHS, AODB, security	100% positive bag matching

Phase 4: Full-Scale Live Trials (Months 36-42)

Trial Level	Scale	Duration	Participants	Success Metrics
Level 1: Low Volume	500 passengers	4 hours	Essential staff only	95% process completion
Level 2: Medium Volume	2,000 passengers	8 hours	Full staffing	98% on-time performance
Level 3: High Volume	5,000+ passengers	Full day	Full staffing + volunteers	99% on-time, <15 min queues
Level 4: Stress Test	Peak hour x 120%	2 hours peak	Full staffing + emergency services	System stability, recovery within 30 min

Required Scenario Injections (Stress Test):

Scenario	Description	Expected Response
BHS failure	Complete BHS outage	Manual sort activated within 15 min

Scenario	Description	Expected Response
Power failure	UPS/generator transition	No passenger impact, seamless transfer
Security breach	Unauthorized access attempt	Lockdown within 3 min
Medical emergency	Passenger cardiac arrest	EMS response <5 min
Aircraft incident	Emergency landing	Emergency plan activated

Deliverable: Full Trial Report with Go/No-Go recommendation

Trial Success Criteria and Go/No-Go Gates

Readiness Gates

Gate	Timing	Requirements
Gate 1: Design Readiness	Construction completion	All systems installed; power available
Gate 2: Component Readiness	After Phase 2	95% of components signed off
Gate 3: Integration Readiness	After Phase 3	100% integrated systems validated
Gate 4: Operational Readiness	After Phase 4	All success criteria met; issues resolved

Go/No-Go Criteria for Opening

The Consultant shall develop a formal **Go/No-Go Decision Framework** including:

Domain	Criteria	Weight	Minimum Score
Safety	No open safety-critical issues	Mandatory	100%

Domain	Criteria	Weight	Minimum Score
Security	All security systems operational	Mandatory	100%
Systems	99.5% system availability over 72 hours	25%	95%
Staff	100% trained and assessed competent	20%	100%
Procedures	100% SOPs validated	15%	100%
Infrastructure	100% facilities complete	15%	100%
Stakeholders	All stakeholders ready	15%	90%
Regulatory	KCAA certification obtained	Mandatory	100%

Decision Authority: ORAT Steering Committee, upon recommendation of Programme Director

Documentation: Formal Go/No-Go Assessment Report with evidence package

B. Trial Requirements

- Minimum **60+ trials** recommended
- Performance metrics for each trial
- Post-trial evaluation and corrective actions
- Certification of readiness before next phase

C. Key Performance Indicators (KPIs)

- Passenger processing time
- Baggage delivery time
- System uptime
- Safety compliance

SYSTEMS INTERGRATION

Systems Integration Mandate

The Consultant shall validate **end-to-end interoperability** of all operational systems. System integration is a known failure point and shall receive dedicated focus.

Key Systems to be Integrated

System	Acronym	Interdependencies
Airport Operational Database	AODB	FIDS, BHS, CUTE, billing
Flight Information Display	FIDS	AODB, PA, mobile apps
Baggage Handling System	BHS	AODB, security, reconciliation
Common Use Terminal Equipment	CUTE	AODB, airline DCS
Passenger Reconciliation	PRS	BHS, security, AODB
Access Control System	ACS	CCTV, alarm management
Closed Circuit Television	CCTV	ACS, security workstation
Public Address	PA	FIDS, emergency system
Airfield Ground Lighting	AGL	ATC, maintenance system
Building Management System	BMS	HVAC, lighting, utilities

Integration Test Facility (ITF)

The Consultant shall establish an Integration Test Facility if required, providing:

Capability	Description
System Emulation	Simulated environments for all major systems
Interface Testing	Validation of all system-to-system connections
Scenario Simulation	End-to-end process testing without live impact
Regression Testing	Re-testing after system changes
Training Environment	Safe environment for staff familiarization

Integration Testing Sequence

Phase	Focus	Location	Participants
ITF Phase 1	Individual system acceptance	Vendor facilities	System vendors
ITF Phase 2	Pairwise integration	ITF	ICT team
ITF Phase 3	Multi-system integration	ITF	All stakeholders
Live Phase 1	Component trials	Airport	Operations staff
Live Phase 2	Integrated trials	Airport	Full stakeholder set

Interface Control Document (ICD)

For each system interface, the Consultant shall maintain an ICD specifying:

Element	Description
Interface ID	Unique identifier
Source System	Data origin
Destination System	Data recipient
Data Elements	Specific fields exchanged
Protocol	Technical communication method
Frequency	Real-time, batch, scheduled
Error Handling	Recovery procedures
Testing Status	Pass/fail with evidence

LIVE ENVIRONMENT OPERATIONAL CONTINUITY

Operational Continuity Mandate

The Consultant shall ensure **zero unplanned disruption** to JKIA operations throughout the project. This is a non-negotiable requirement.

Operational Continuity Plan Components

Component	Description	Update Frequency
Operational Impact Assessment	Evaluation of all construction/ORAT activities on live operations	Weekly
Mitigation Measures	Specific actions to eliminate or minimize impacts	Per activity
Communication Protocol	Advance notification to all affected stakeholders	Per activity
Contingency Plans	Response actions for unplanned disruptions	Monthly review
Recovery Procedures	Restoration of normal operations	Monthly review

Stakeholder Notification Requirements

Activity Type	Advance Required	Notice	Approval Required
Minor impact (<15 min disruption)	48 hours		Workstream Lead
Moderate impact (15 min - 2 hours)	7 days		Programme Control Board
Major impact (>2 hours)	30 days		Steering Committee
Airfield closure	90 days		KCAA + Steering Committee
Terminal area closure	60 days		Steering Committee

Night-Time and Off-Peak Execution

The Consultant shall prioritize:

- **High-risk activities** during night closures (2300-0500)
- **Testing requiring system outages** during lowest traffic periods
- **Transition activities** during scheduled maintenance windows
- **Staff familiarization** during off-peak hours where possible

Operational Monitoring and Response

Requirement	Specification
24/7 Coordination Centre	Dedicated ORAT coordination desk in AOC
Real-time Monitoring	Live tracking of operational impacts
Issue Response SLA	<15 minutes for initial response
Escalation	Automated alerts for threshold breaches
Reporting	Daily impact log, Weekly operational continuity report

Further, the Consultant shall:

- Develop and implement a **Start-up, Commissioning, and Handover Plan** covering all systems and facilities.

- (ii) Ensure coordinated commissioning of all electro-mechanical and operational systems, including electrical and power systems, HVAC and building services, security and access control systems and ICT and operational systems
- (iii) Conduct integrated systems testing to ensure functionality, reliability, and compatibility.
- (iv) Ensure that all systems are fully tested and validated prior to operational transfer. The Consultant shall issue formal Operational Acceptance Certification prior to transfer of any facility.

5.3.6 Operational Readiness and Validation (Technical/ORAT Core)

- (i) Develop and implement a comprehensive **Technical**/Operational Readiness and Transfer Plan, including operational Time Scheduling, Operational Functions Matrix (OFM) and Outstanding Issues List (OIL),
- (ii) To conduct operational readiness assessments, scenario-based simulations and full-scale operational trials,
- (iii) To ensure validation of systems, processes, personnel, and procedures alongwith closure of all identified gaps prior to opening,
- (iv) The Consultant shall establish measurable readiness criteria and shall certify readiness only upon full compliance.

5.3.7 Training and Capacity Building

The Consultant shall develop and implement competency-based, role-specific training programmes, including:

- Simulation-based operational training
- Scenario-based emergency response drills
- Assessment and certification of personnel prior to Go-Live

NB: Training must move from attendance → demonstrated operational competence.

TRAINING AND COMPETENCY ASSESSMENT

Training Philosophy

The Consultant shall implement **competency-based training** where demonstration of capability, not mere attendance, determines readiness.

Training Needs Assessment (TNA)

Step	Activity	Output
1	Role identification	Complete role inventory

Step	Activity	Output
2	Task analysis	Task lists per role
3	Competency definition	Knowledge, skills, attitudes required
4	Gap analysis	Current vs. required competency
5	Training specification	Course outlines and duration

Training Delivery Methods

Method	Description	Best For
Classroom	Instructor-led, theoretical	Policies, procedures, safety
E-learning	Self-paced, digital	System familiarization, refreshers
Simulation	Computer-based scenarios	Decision-making, emergency response
Hands-on	Physical equipment operation	System operation, troubleshooting
On-the-job	Supervised real operation	Process integration
Drills	Team-based exercises	Emergency coordination response,

Competency Assessment Framework

Competency Level	Description	Assessment Method
Awareness	Knows exists and basic purpose	Written test (80% pass)
Knowledge	Can explain operation and procedures	Written test (85% pass)
Competence	Can perform under supervision	Practical demonstration

Competency Level	Description	Assessment Method
Proficiency	Can perform independently	Observed performance (95% success)
Expertise	Can train others and troubleshoot	Assessment center

5.9.5 Training and Competency Tracking

The Consultant shall maintain a Training Register with:

Field	Description
Role	Position title
Individual	Name and ID
Required Training	Course list
Completion Date	When each course completed
Assessment Score	Pass/fail with percentage
Competency Level	1-5 from framework above
Expiry Date	For certifications with validity
Retraining Required	Date of next required training

Training shall include:

- (i) Develop and implement structured training programs for all stakeholders.
- (ii) Ensure training covers operational procedures, safety and security requirements and emergency response
- (iii) Ensure operational staff are trained and competent prior to opening.
- (iv) Align training programs with commissioning activities.

5.3.8 Safety, Security, and Emergency Preparedness

- (i) Develop and implement Safety and Security Plans in compliance with national and international standards.

- (ii) Prepare and maintain an Emergency Response Plan aligned with ICAO requirements.
- (iii) Assess and mitigate risks associated with construction and operational changes.
- (iv) Ensure testing and validation of emergency procedures and systems.

5.3.9 Transfer Planning and Implementation

- (i) Develop and implement a Phased Transfer Plan ensuring safe migration from existing to new facilities and controlled and coordinated transition
- (ii) Ensure all transfer activities are planned, tested and Validated
- (iii) Maintain operational continuity throughout transfer phases.

5.3.10 Risk Management

The Consultant shall establish and maintain a comprehensive ORAT Risk Register, including:

- Risk identification and categorization
- Assigned risk ownership
- Defined mitigation actions and timelines
- Integration with KAA’s Enterprise Risk Management framework

Risk management is currently underdeveloped. This is a core executive concern.

ORAT Risk Management Mandate

The Consultant shall establish and maintain a **comprehensive ORAT Risk Management Framework** integrated with KAA's Enterprise Risk Management system.

Risk Categories

Category	Examples	Risk Owner
Operational	System failure, staff shortage, process breakdown	Operations Lead
Safety	Airside incursion, passenger injury, equipment malfunction	Safety Specialist
Security	Access breach, threat incident, system compromise	Security Lead
Transition	Move failure, data loss, stakeholder non-readiness	Transition Specialist

Category	Examples	Risk Owner
Schedule	Delay in construction, testing failure, regulatory delay	Planning Manager
Regulatory	Certification delay, non-compliance, audit failure	Programme Director
Financial	Cost overrun, penalty exposure, resource shortfall	Programme Director

Risk Assessment Methodology

Probability	Description	Impact Level	Score
5 - Almost Certain	>80% probability	5 - Catastrophic	25
4 - Likely	60-80% probability	4 - Major	20
3 - Moderate	30-60% probability	3 - Moderate	15
2 - Unlikely	10-30% probability	2 - Minor	10
1 - Rare	<10% probability	1 - Negligible	5

Risk Score = Probability × Impact (Range: 1-25)

Risk Response Strategies

Risk Score	Classification	Required Action	Approval
20-25	Critical	Immediate mitigation, weekly review	Steering Committee
15-19	High	Detailed mitigation plan, monthly review	Programme Control Board
10-14	Medium	Monitor, contingency plan	Workstream Lead
5-9	Low	Accept, periodic review	Workstream Lead

Risk Score	Classification	Required Action	Approval
1-4	Very Low	Monitor only	Documented

Risk Register Requirements

The Consultant shall maintain a live Risk Register including:

Field	Description
Risk ID	Unique identifier
Date Identified	When first recorded
Risk Category	From Section 5.7.2
Risk Description	Clear statement of potential event
Cause	Underlying factors
Consequence	Impact if realized
Probability (P)	1-5 score
Impact (I)	1-5 score
Risk Score (P×I)	1-25
Risk Owner	Named individual
Mitigation Actions	Specific, assigned, dated
Target Residual Score	After mitigation
Status	Open/Mitigated/Closed
Review Date	Last and next review

- (i) Conduct comprehensive risk assessments for all project phases.
- (ii) Develop and maintain a Risk Register.
- (iii) Implement mitigation measures and monitoring systems.

- (iv) Promote a proactive safety culture among all stakeholders.

STAKEHOLDER ENGAGEMENT

The Consultant shall develop a Stakeholder Engagement Framework, including:

- Stakeholder mapping and responsibility matrix
- Defined communication channels
- Conflict resolution protocols
- Integration with Airline Operators Committee (AOC) and government agencies

agencies

Stakeholders must be actively managed, not merely listed.

Develop a **Stakeholder Engagement Plan**, covering:

- Airlines
- Ground handlers
- Immigration, customs, security agencies
- Retail and concessionaires

STAKEHOLDER MANAGEMENT FRAMEWORK

Stakeholder Identification and Mapping

- The Consultant shall identify and maintain a comprehensive stakeholder register covering:

Category	Stakeholder	Engagement Frequency
Internal KAA	Operations, Engineering, Security, Safety, ICT, Commercial	Daily
Regulatory	KCAA, KRA, Immigration, Customs, Port Health, Police	Weekly
Airlines	Kenya Airways, Ethiopian, Emirates, 40+ others	Weekly meetings) (AOC
Ground Handlers	Swissport, NAS, KAA Ground Handling	Weekly
Concessionaires	Retail, F&B, Duty Free, Lounges, Car rental	Monthly

Category	Stakeholder	Engagement Frequency
Service Providers	Security, Cleaning, Waste management, Transport	Monthly

5.6.2 Stakeholder Responsibility Matrix

For each stakeholder, the Consultant shall document:

Element	Description
Role in ORAT	Specific responsibilities for trials, training, transition
Key Interfaces	Other stakeholders they must coordinate with
Decision Authority	What decisions they can make independently
Escalation Path	Who to contact for unresolved issues
Readiness Criteria	How their readiness will be measured
Point of Contact	Named individual with backup

Communication Protocols

Communication Type	Frequency	Format	Distribution
Daily Coordination Call	Daily (0800)	Virtual meeting	All workstream leads
Weekly ORAT Update	Weekly (Friday)	Written report + dashboard	Programme Control Board
Monthly Stakeholder Forum	Monthly	In-person meeting	All stakeholders
Trial Briefings	Before each trial	Written + verbal	Trial participants
Emergency Notifications	As needed	SMS + email + radio	All affected parties

Conflict Resolution Protocol

Level	Description	Resolution Mechanism	Timeframe
Level 1	Operational disagreement	Workstream lead facilitation	<24 hours
Level 2	Resource contention	Programme Control Board adjudication	<72 hours
Level 3	Policy/strategic conflict	Steering Committee decision	<7 days
Level 4	Regulatory dispute	KCAA determination	As required

5.3.11 Operational Impact and Interface Control

- (i) Review contractor schedules, including look-ahead plans, to identify operational impacts.
- (ii) Ensure all activities are assessed, coordinated, and approved prior to implementation.
- (iii) Manage interfaces between Construction activities, Airport operations and Utilities and infrastructure systems

5.3.12 Airport Opening and Post-Opening Stabilization

- (i) Support readiness assessments and opening decision processes.
- (ii) Coordinate airport opening activities.
- (iii) Provide post-opening stabilization support, including monitoring operational performance, identifying and resolving issues and ensuring stable and efficient operations

5.3.13 Key Interfaces Management

The Consultant shall manage critical interfaces including airfield operations and infrastructure, landside access and traffic systems, utilities and services integration and temporary and permanent facility transitions.

POST-OPENING STABILIZATION

Hyper-Care Period Definition

The Consultant shall provide **dedicated post-opening support** for a minimum of 90 days following commercial commencement.

Hyper-Care Support Structure

Period	Support Level	Staffing	Hours
Days 1-7	Full ORAT team on-site	All Key Personnel	24/7
Days 8-30	Reduced support	50% of Key Personnel	16 hours/day
Days 31-90	On-call support	Core team only	Business hours + on-call

Hyper-Care Activities

Activity	Frequency	Responsible
Operational monitoring	Continuous	All workstreams
Issue response	<15 minutes	Duty Manager
Performance reporting	Daily	Planning Manager
System health checks	Daily	Systems Specialist
Staff support desk	24/7 (first 7 days)	Training Specialist
Handover to BAU	Weekly transition meetings	Programme Director

5.10.4 Stabilization Criteria

The Consultant shall define and monitor stabilization criteria:

Metric	Target	Measurement
System availability	>99.5%	Automated monitoring
Flight on-time performance	>95%	AODB data
Baggage delivery	<20 minutes first bag	BHS logs

Metric	Target	Measurement
Security queue	<10 minutes	Observation
Passenger complaints	<5 per 1000 passengers	Customer service
Safety incidents	Zero	Safety reporting

Handover to Business-as-Usual

Milestone	Condition	Documentation
Interim Handover	Systems stable for 7 days	Issue log with closure plan
Final Handover	90 days with <10 open minor issues	Complete documentation transfer
Knowledge Transfer	KAA staff competent in all roles	Competency sign-off
Documentation Transfer	All ORAT records delivered	Master Deliverables Register

REGULATORY ALIGNMENT

The ORAT Programme shall be structured to support:

- Aerodrome certification and recertification processes
- Regulatory inspections and audits
- Preparation of compliance documentation required by the national aviation regulator

5.4 REPORTING AND DOCUMENTATION

The Consultant shall establish and maintain a comprehensive reporting, documentation, and document-control system for the Assignment. All reports shall be prepared in English in both editable soft copy and searchable PDF formats. Drawings, matrices, schedules, registers, dashboards, and trial records shall also be submitted in editable electronic format.

The Consultant's reporting obligations shall include, but not be limited to, the following:

- (i) Preparation and maintenance of a Master Deliverables Register for the Assignment;
- (ii) Preparation and maintenance of an ORAT Master Schedule integrated with the Works Programme and key airport operational milestones;

- (iii) Preparation and regular update of the Project Operations and Phasing Plan (POPP);
- (iv) Preparation and regular update of the Stakeholder Register, Operational Functions Matrix (OFM), Outstanding Issues List (OIL), Interface Register, Risk Register, Training Register, Trial Register, and Readiness Dashboard;
- (v) Recording minutes and action trackers for all ORAT coordination meetings, workshops, technical reviews, trial debriefs, and readiness reviews;
- (vi) Preparation of monthly, quarterly, and ad hoc technical reports covering progress, risks, constraints, decisions required, and recommended actions;
- (vii) Preparation of design, operability, maintainability, testing, commissioning, training, transfer, and opening-readiness review reports;
- (viii) Preparation of trial scenarios, scripts, checklists, evaluation forms, observations logs, and corrective action plans;
- (ix) Preparation of handover, transition, opening, and post-opening stabilization reports;
- (x) Maintenance of proper records of all correspondence, submissions, approvals, comments, and close-out actions.

The Consultant shall implement a document review and transmittal process showing submission date, revision number, review comments, response status, approval status, and closure status.

No deliverable shall be considered complete unless reviewed by the Employer and revised by the Consultant as necessary.

REPORTING REQUIREMENTS

Daily Reports

Report Type	Content	Distribution
ORAT Activity Log	Activities completed, in progress, planned next 24h	PMO, AOC
Operational Impact Log	Any disruption or potential disruption	All stakeholders
Issue Tracker	New issues, updates, closures	Programme Control Board

Weekly Reports

Report Type	Content	Distribution
Progress Report	Schedule status, milestone achievement, deliverables status	Programme Control Board
Risk Report	Risk register changes, new risks, mitigation status	Programme Control Board
Training Report	Completion rates, competency assessments	Programme Control Board
Trial Status	Phase progress, success rates, issues	Programme Control Board

Monthly Reports

Report Type	Content	Distribution
ORAT Dashboard	KPIs, readiness metrics, critical path	Steering Committee
Financial Report	Expenditure against budget, forecast	KAA Finance
Stakeholder Readiness	Assessment of all stakeholders	Steering Committee
Regulatory Compliance	KCAA interaction status, certification progress	Steering Committee

Quarterly Reports

Report Type	Content	Distribution
Strategic Review	Overall programme health, major decisions required	SDAAD, KAA Board
Lessons Learned	What worked, what didn't, recommendations	All stakeholders

5.5. Duration of the Assignment

The duration of the Assignment shall be Sixty (60) months from the Commencement Date, aligned with the overall project implementation period, including design/interface support, construction-phase operational readiness, testing and commissioning, transfer and opening, and support during the Defects Notification Period.

The anticipated phases of the Assignment are as follows:

- (i) Mobilization and Inception Phase;
- (ii) Design Review and ORAT Planning Phase;
- (iii) Construction Phase Operational Coordination and POPP Management Phase;
- (iv) Testing, Commissioning, Training, and Operational Trials Phase;
- (v) Transfer, Opening, and Stabilization Phase; and
- (vi) Post-Opening / DNP Support Phase.

The Consultant shall provide continuous services throughout the Assignment, but staffing levels may be adjusted subject to the Employer’s approval to reflect the evolving needs of the Project.

5.6. Proposed Organization and Staffing

The Consultant shall propose a suitable organization structure demonstrating clear lines of authority, communication, reporting, and coordination with the Employer, the Supervision Consultant, the Works Contractor(s), airport operators, regulators, airlines, ground handlers, security agencies, and all other relevant stakeholders.

At a minimum, the Consultant shall provide the following Key Staff:

No.	Staff Title	Estimated Man – Months
K-1	<p>ORAT / AOR Team Leader / Project Director</p> <p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Overall ORAT programme leadership and accountability • Chair ORAT Programme Control Board • Primary interface with KAA Managing Director and Steering Committee • Final authority for operational readiness recommendations • Resource allocation and budget oversight • Crisis management during trials and transition <p>Reporting Line: KAA General Manager Operations (functionally); Steering Committee (strategically)</p>	60
K-2	<p>Deputy Team Leader / Terminal Operations & Stakeholder Coordination Specialist</p>	48

No.	Staff Title	Estimated Man – Months
	<p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Day-to-day PMO management • Stakeholder engagement and coordination across 20+ entities • Development and maintenance of Stakeholder Responsibility Matrix • Facilitation of all ORAT working groups • Management of communication protocols • Deputy decision-making authority in Programme Director's absence <p>Reporting Line: ORAT Programme Director</p>	
K-3	<p>Airside Operations, Safety & Operational Continuity Specialist</p> <ul style="list-style-type: none"> • Key Responsibilities: • Ensure zero disruption to aircraft operations throughout project • Develop and manage Operational Continuity Plan • Coordinate all airside construction interfaces • Manage NOTAMs and airfield changes • Lead airside safety risk assessments • Coordinate with ATC, ground handlers, and airline operations • Critical Deliverable: Operational Continuity Assurance Framework • Reporting Line: ORAT Programme Director 	48
K-4	<p>Systems Integration, Testing & Commissioning Specialist</p> <p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Lead integrated systems testing strategy and execution • Validate interoperability of all operational systems • Manage commissioning schedule and acceptance criteria • Coordinate with ICT contractors and system vendors • Establish and manage the Integration Test Facility (ITF) if required • Sign off on System Operational Readiness 	36

No.	Staff Title	Estimated Man – Months
	<p>Critical Deliverable: Integrated Systems Test Plan and Acceptance Criteria</p> <p>Reporting Line: ORAT Programme Director</p>	
K-5	<p>Training, Trials & Transition Specialist</p> <p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Develop and execute comprehensive Training Needs Assessment • Design and deliver competency-based training programs • Plan and execute progressive trial programme (tabletop to full-scale) • Manage transition and move coordination • Develop and maintain Training and Trial Registers • Lead post-opening hyper-care support <p>Critical Deliverables: Training Plan, Trial Master Plan, Transition Plan</p> <p>Reporting Line: ORAT Programme Director</p>	36
K-6	<p>Safety, Security & Risk Management Specialist</p> <p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Develop and maintain ORAT Safety Management System • Conduct operational risk assessments for all trial and transition activities • Coordinate with airport security on access control and protocols • Develop and test emergency response procedures • Manage ORAT Risk Register with mitigation tracking • Ensure regulatory compliance throughout <p>Critical Deliverable: ORAT Safety & Security Plan, Risk Register</p>	48
K-7	<p>PMO & Programme Controls Expert</p> <p>Key Responsibilities:</p> <ul style="list-style-type: none"> • Develop and maintain integrated ORAT Master Schedule • Manage interface with construction schedules 	60

No.	Staff Title	Estimated Man – Months
	<ul style="list-style-type: none"> • Establish and track Key Performance Indicators • Produce dashboards and performance reports • Conduct schedule risk analysis • Support resource planning and optimization <p>Critical Deliverable: Integrated ORAT Master Schedule Reporting Line: ORAT Programme Director</p>	
Total indicative key-staff input		336 Man-Months

In addition to the above Key Staff, the Consultant shall mobilize such short-term and support personnel as may be required for effective delivery of the services, including but not limited to planners, document controllers, trial coordinators, ICT specialists, baggage systems specialists, safety/security specialists, and administrative support staff.

In addition to Key Personnel, the Consultant shall provide supporting staff including but not limited to:

Role	Minimum Number	Duration (months)
Document Controller	2	Full assignment
Data Analyst	2	Full assignment
Trial Coordinators	4	Months 24-48
Training Coordinators	3	Months 18-48
Safety Officers	2	Full assignment
Administrative Support	3	Full assignment
ICT Support Specialist	2	Months 12-48

The above man-months are indicative minimum inputs. The Consultant remains fully responsible for proposing and providing sufficient staffing to deliver the Assignment in full.

5.6.1 MANDATORY QUALIFICATION OF KEY STAFF

No.	Staff	Minimum Qualifications and Experience
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K-1	ORAT / AOR Team Leader / Project Director	Bachelor's degree in Airport Operations, Aviation Management, Engineering, or related field. Master's degree preferred. Minimum 15 years' post-qualification aviation experience, including at least 10 years in airport ORAT / operational readiness / airport activation / airport transition assignments, and experience on at least 2 comparable international airport expansion or terminal activation projects in a live operational environment. Successfully Led major Airport ORAT project
K-2	Deputy Team Leader / Terminal Operations & Stakeholder Coordination Specialist	Bachelor's degree in Aviation Management, Airport Operations, Engineering, or related field. Minimum 12 years' relevant experience, including terminal operations, stakeholder coordination, SOP development, and airport readiness activities on large airport projects. Expertise in passenger flow and terminal operations
K-3	Airside Operations, Safety & Operational Continuity Specialist	Bachelor's degree in Aviation, Aerodrome Operations, Engineering, Safety Management, or related field. Minimum 12 years' experience in airside operations, aerodrome safety, construction in live airfield environments, operational continuity planning, and interface management.
K-4	Systems Integration, Testing & Commissioning Specialist	Bachelor's degree in Electrical, Mechanical, Electronics, ICT, Airport Systems Engineering, or related field. Minimum 12 years' relevant experience in testing, commissioning, and integration of airport systems, including expertise in combination of BHS, security systems, access control, FIDS, PA, HVAC, power, ICT, and building systems.
K-5	Training, Change management Trials & Transition Specialist	Bachelor's degree in Aviation, Operations, Management, Engineering, or related field. Minimum 10 years' experience in operational training, trial planning, readiness exercises, change management, and transition/move coordination for airport or comparable transport infrastructure projects.
K-6	PMO & Programme Controls Expert	Bachelor's degree in Aviation, Operations, Management, Engineering, or related field. Minimum 10 years' experience in project management, PMO Office programme controls, cost management, or project controls and scheduling. Experience in large-scale construction or infrastructure projects, preferably in the aviation sector. Proficiency in project management software and cost estimation tools (e.g., Primavera, SAP, or similar), Project Management Professional (PMP)

	or similar certification;
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Mandatory Requirement: The Consultant shall integrate designated KAA staff into the PMO structure as counterparts. This includes:

Counterpart Position	Assigned To	Training Objective
Deputy PMO Manager	Deputy Team Leader	Assume PMO leadership by project end
Operations Counterpart	Airside Specialist	Independent operational continuity management
Systems Counterpart	Systems Specialist	Independent testing/commissioning capability
Training Counterpart	Training Specialist	Independent training delivery capability

CRITICAL REQUIREMENTS (IF NOT SUBMITTED, ENTIRE BID WILL BE DEEMED NON-RESPONSIVE):

- i. Attach copy of relevant degree certificate;*
- ii. Attach copy of professional registration or practicing certificate or corporate membership in professional organization of country of origin or practice (if any);*
- iii. Number of years of post-qualification experience*

5.7 CAPACITY BUILDING AND TRAINING

- a. Staff training programs
- b. Operational drills (emergency response, disruptions)
- c. User familiarization (airlines, tenants)

A core objective of the Assignment shall be to build the institutional capacity of KAA/JKIA personnel and relevant stakeholders to plan, manage, operate, maintain, and continuously improve the new and upgraded facilities.

The Consultant shall:

- (i) Assess training needs for KAA/JKIA departments and key stakeholders;
- (ii) Prepare a Training Needs Assessment and Training Plan;
- (iii) Develop training materials, manuals, presentations, SOP familiarization packs, and trial briefing materials;

- (iv) Conduct workshops, tabletop exercises, operational drills, familiarization sessions, and on-the-job support related to ORAT implementation;
- (v) Support KAA in the review and updating of SOPs, contingency procedures, and emergency procedures;
- (vi) Train nominated KAA staff on POPP management, operational interface management, readiness monitoring, risk management, trial management, transfer planning, and opening-readiness assessment;
- (vii) Conduct knowledge-transfer sessions throughout the Assignment and prior to completion; and
- (viii) Submit training records, attendance lists, evaluation summaries, and recommendations for further capacity strengthening.

The Consultant shall ensure that capacity building is practical, project-specific, and linked to real operational scenarios and system commissioning activities.

5.8 DELIVERABLES AND ACCEPTANCE CRITERIA

- **Mandatory Deliverables**

Deliverable	Due	Acceptance Criteria
Inception Report	30 days	Covers understanding, methodology, staffing, work plan
ORAT Governance Framework	45 days	Steering Committee approval
Stakeholder Engagement Plan	60 days	All stakeholders identified and engaged
Risk Management Framework	60 days	Risk register with initial entries
Project Operations & Phasing Plan (POPP)	90 days	Integration with construction schedule
Training Needs Assessment	120 days	Complete role and gap analysis
Training Plan	150 days	Competency-based curriculum

Deliverable	Due	Acceptance Criteria
Trial Master Plan	180 days	Phased trial programme with success criteria
Integrated Systems Test Plan	180 days	Interface validation protocols
Operational Continuity Plan	180 days	Zero disruption assurance
Transition Plan	270 days	Phased move schedule
Safety & Security Plan	270 days	Regulatory compliance
Phase Trial Reports	Per phase completion	Signed off by Programme Control Board
Go/No-Go Assessment Report	30 days pre-opening	Steering Committee approval
Opening Readiness Certificate	7 days pre-opening	All mandatory criteria met
Hyper-Care Reports	Weekly during stabilization	Issue closure tracking
Final Completion Report	30 days post-stabilization	Lessons learned, handover complete

SYSTEMS INTEGRATION

The Consultant shall validate interoperability of all operational systems, including:

- AODB
- A-CDM
- Baggage Handling Systems
- Security and access control systems

System integration is a known failure point—must be explicitly addressed.

Consultants to ensure full readiness of:

- Baggage Handling Systems (BHS)
- Passenger processing systems
- Security systems
- Flight information systems

Include:

- Interface testing
- Redundancy planning
- Failure recovery protocols

GO / NO-GO DECISION FRAMEWORK

The Consultant shall define a Go/No-Go decision framework, including:

- Readiness thresholds
- Escalation to Executive Management
- Decision-making authority and accountability

The Consultant must demonstrate capability in managing ORAT within an active operational airport, including:

- Phased construction interface management
- Airside/landside safety coordination
- Minimization of passenger disruption
- Night-time or off-peak transition strategies
- Integration with ongoing airport operations

5.9 RESOURCES AVAILABLE FROM EMPLOYER

The Employer shall, insofar as reasonably available, provide the Consultant with the following:

- (i) Access to available project documents, designs, reports, schedules, and relevant records;
- (ii) Access to KAA/JKIA operational rules, procedures, emergency plans, security procedures, and existing manuals as permitted;
- (iii) Access to relevant stakeholders for meetings, workshops, reviews, training sessions, and trials;
- (iv) Timely review of consultant submissions and provision of comments/decisions;
- (v) Site access and airport access permits in accordance with applicable airport security procedures;
- (vi) Coordination support for engagement with airport departments, government agencies, service providers, operators, and tenants;
- (vii) Available office accommodation for reasonable on-site coordination activities, where feasible; and
- (viii) Any other project-specific data reasonably necessary for performance of the Assignment.

The Consultant shall make its own arrangements for staff accommodation, transport, office equipment, communication facilities, software, insurances, and all other resources necessary to perform the services, unless expressly stated otherwise in the Contract.

5.10 TERMS OF PAYMENT

Payments by the Client to the successful Consultant is “Time Based”. Payments shall be made bi-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.

KEY PERFORMANCE INDICATORS (KPIs)

The Consultant's performance shall be measured against:

KPI	Target	Measurement
Unplanned operational disruptions	Zero	Incident log
Trial success rate	>95%	Trial reports
Stakeholder satisfaction	>85%	Quarterly survey
Training completion	100%	Training register
Competency achievement	100%	Assessment records
Deliverable on-time submission	>95%	Document control
Issue resolution time	<7 days for critical	Issue tracker
Risk mitigation effectiveness	>90%	Residual risk scores

REGULATORY ALIGNMENT

The ORAT Programme shall support:

Regulatory Requirement	Alignment Activity
Aerodrome Certification (KCAA)	Documentation, inspections, trials
ICAO Annex 14	Airfield compliance validation
ICAO Annex 19 / Doc 9859	SMS implementation
Aviation Security Program	Security system validation

Regulatory Requirement	Alignment Activity
Emergency Response Plan	Drill execution and validation
Airport Operations Manual	Procedure verification

The Consultant shall coordinate directly with KCAA throughout the programme.

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
 - Appendix F: Form of Proposal Security

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; Appendix F. 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 carryout 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

- 5.9 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.

b. 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.

c. 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.

d. 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><i>OR</i></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 of in accordance with the applicable law in Kenya (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in Kenya (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. Copy of the above insurance policy shall be presented to the Client within 30 days after the Effective Date of this Contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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.
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.
35.1 (a) through (f)	Not Applicable
35.1 (g)	Not Applicable
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><i>R_f</i> is the adjusted remuneration; <i>R_{fo}</i> is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; <i>I_f</i> 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>I_{fo}</i> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <i>I</i> and <i>I₀</i> 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, with effect for the remuneration earned in the 13th the calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$ <p>Where:</p> <p><i>R_t</i> is the adjusted remuneration; <i>R_{t₀}</i> is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency; <i>I_t</i> 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>I_{t₀}</i> 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>I</i> and <i>I₀</i> 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: USD OR KES [TBD]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p>
45.1(b)	<p>The Consultant shall submit to the Procuring Entity itemized statements at time intervals of every 02 (Two) months</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>. <i>[Incorporated at the time of contract]</i></p>
46.1	<p>The interest rate is calculated at the mean commercial lending rate as determined by Central Bank of Kenya prevailing on the date of signing of contract.</p>
49	<p>Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.</p>

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.	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

		Criterion (iv): [insert score] 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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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.*