



MINISTRY OF ROADS AND TRANSPORT
STATE DEPARTMENT FOR AVIATION AND AEROSPACE
DEVELOPMENT

Tender No. MoR&T/SDAAD/RFP/002/2025-2026.

2nd June, 2026

To: ALL BIDDERS

REQUEST FOR PROPOSAL (RFP) - CONSULTANCY 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

CLARIFICATION No. 3

Pursuant to Sections and Clauses as contained in the table herein under, we hereby issue **Clarification No.3** to the above Tender for your attention.

CLARIFICATION No 3

| No | Reference to Tender | Clarifications | Response |
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| 1. | <p>Reference to Tender: Clause 24.1</p> | <p>Regarding insurance requirements, and specifically the requirement for: "Professional liability insurance, with a minimum coverage of Full amount of this contract excluding taxes and contingency amount".</p> <p>We would appreciate your clarification in the case of a Joint Venture with joint and several liability. Could you please confirm whether the required professional liability coverage may be satisfied by the JV members through the combination of their respective insurance policies, provided that the aggregate coverage equals the required amount, or whether a single insurance policy covering the full contract amount is required.</p> | <p>A single Professional Liability Insurance policy covering the full required amount shall be provided. Combination of separate policies from individual JV members shall not be accepted.</p> |
| 2. | <p>Reference to Tender: Clause 19 of Section 7</p> | <p>The confidentiality obligation set forth in Clause 19 of Section 7 does not specify its duration. Would it be possible to include the following wording? "The duty of confidentiality shall remain in force for the Parties throughout the performance of the Contract and for an additional period of three (3) years following its termination".</p> | <p>Clause 19 of the General Conditions of Contract (Section 7) pertains to Termination and does not address confidentiality obligations.</p> <p>Confidentiality obligations are governed under Clause 22 of Section 7. The provisions of Clause 22 are considered clear.</p> |
| 3. | <p>Clause 23.2 in Section 7</p> | <p>The confidentiality obligation set forth in Clause 19 of Section 7 does not specify its duration. Would it be possible to include the following wording?</p> | <p>Clause 19 of the General Conditions of Contract (Section 7) pertains to Termination and does not address confidentiality obligations.</p> |

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| | | <p>"The Consultant shall be liable only for direct damages actually and effectively suffered by the Procuring Entity as an immediate and foreseeable consequence of any breach of its obligations. In any event, the Consultant's total aggregate liability shall be limited to the maximum amount expressly set forth in the Special Conditions of Contract. To the maximum extent permitted by applicable law, the Consultant shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including, without limitation, loss of profits, loss of business, loss of revenue, loss of data, loss of opportunity, or any other financial or economic loss".</p> | <p>Moreover, Limitation of the Consultant's liability is clearly defined in Special Conditions of Contract (SCC) Sub-Clause No. 23.1 read in conjunction with pertinent General Condition of Contract (GCC).</p> |
| 4. | General | <p>In the event that a consortium is awarded the contract, could you please confirm whether the individual member companies of the consortium would be permitted to invoice the client separately for their respective services.</p> | <p>In the event that a Joint Venture (JV) is awarded the Contract, the JV members may submit separate invoices corresponding to their respective shares of the services performed under the Contract.</p> <p>However, all such invoices shall be consolidated and submitted under a single covering letter signed by the Lead JV Member, who shall act as the authorized representative of the JV for contractual and administrative purposes. The Lead JV Member shall remain responsible for coordinating</p> |

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| | | | <p>all payment submissions and related correspondence with the Client.</p> <p>The foregoing arrangement shall not affect the joint and several liability of the JV members under the Contract.</p> |
| 5. | Clause 49 of Section 8 | (Special Conditions of Contract) provides that Clause 49 of the General Conditions establishes that disputes shall be resolved by arbitration under the auspices of the NCIA. Could it be possible to consider whether such provision could be amended to provide for arbitration seated in London, conducted in the English language, in accordance with the ICC Rules? | The arbitration arrangements under Clause 49 shall remain unchanged. |
| 6. | According to ITC 10.1 | According to ITC 10.1, the 1st Inner Envelope (Technical Proposal) must include Tech Forms 1–7. At the same time, Section 3 (Technical Proposal – Standard Forms) also includes Form Tech-8: Self-Declarations Forms; Declaration and Commitment to the Code of Ethics; Form Tech-9: Tender-Securing Declaration Form. Could you please kindly confirm whether only the Tech Forms specified in ITC 10.1 are required to be submitted under this procedure? | In addition to the Technical Forms specified under ITC 10.1 of the Data Sheet (Section 2), the Technical Proposal shall also include Technical Form 8 (Self-Declaration Forms SD-1 and SD-2), the Declaration and Commitment to the Code of Ethics, and Technical Form 9 (Tender-Securing Declaration Form). Accordingly, all the aforementioned forms are required to be duly completed and submitted as part of the Technical Proposal. |

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| 7. | ITC Clause 17.5 | <p>In particular, we have identified a discrepancy between ITC Clause 17.5 and point 18.2, where the information provided does not appear to be fully aligned in terms of the required content for each envelope: PG 10, PG 21</p> | <p>There is no discrepancy between ITC 17.5 and ITC 18.2.</p> <p>ITC 17.5 of Data Sheet (Section-2) specifies the number of Technical Proposal documents to be submitted, namely one (1) original, three (3) copies, and one (1) USB flash drive containing the soft copy of the Technical Proposal.</p> <p>ITC 18.2, on the other hand, provides instructions regarding the packaging and labeling of the proposal documents. Accordingly, the Technical Proposal shall be enclosed in separate envelopes clearly marked "ORIGINAL" and "COPIES", containing the original and the required copies respectively. The USB flash drive containing the soft copy shall be included with the original Technical Proposal.</p> <p>Bidders are therefore advised to comply with both provisions when preparing and submitting their proposals.</p> |

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| 8. | | <p>Given the requirement for physical submission of the proposal documents and considering the current international situation, we kindly request a two-week extension of the proposal submission deadline.</p> <p>The current international situation has created additional complexities in planning international travel, making compliance with the physical submission requirement increasingly challenging for international bidders.</p> <p>The additional time would allow bidders to complete the necessary arrangements and ensure the timely delivery of fully compliant proposals.</p> <p>Granting a short extension would facilitate broader international participation and support the submission of high-quality proposals, ultimately benefiting the procurement process.</p> <p>Should an extension not be feasible, we would appreciate your consideration of an alternative submission process, such as electronic submission through a secure Virtual Data Room or equivalent platform, with the original hard-copy documents to be delivered subsequently.</p> | <p>The proposal submission deadline and submission requirements shall remain unchanged.</p> |

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| 9. | | <p>Acknowledging the last extension granted, we would like to kindly request an extension of one (1) week to the submission deadline in order to finalize our proposal and ensure it fully meets all required standards, with a high level of quality and full alignment with the assignment objectives.</p> <p>We remain very interested in this opportunity and would appreciate your consideration of this request.</p> | <p>The proposal submission deadline and submission requirements shall remain unchanged.</p> |
| 10. | | <p>When do you expect commencement of the ORAT programme taking place?</p> | <p>The ORAT programme is expected to commence following the award of the consultancy contract. The detailed commencement schedule will be agreed upon with the successful Consultant.</p> |

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| 11. | | <p>The ToR specifies minimum staffing levels across Key and Non-Key Experts. Would KAA be open to an alternative staffing model that delivers the same outcomes with a leaner team, supplemented by specialist expertise mobilised on demand as the programme evolves?</p> | <p>The staffing structure and man-month inputs specified in the ToR Para No. 5.6 [Proposed Organization and Staffing] represent the minimum requirements considered necessary for successful delivery of the assignment. Consultants are required to propose personnel that meet or exceed these minimum requirements. Accordingly, a reduced staffing structure or lower man-month inputs will not be accepted. However, Consultants may propose additional specialist personnel, where deemed necessary, to enhance service delivery and achieve the assignment objectives.</p> |
| 12. | | <p>To facilitate knowledge transfer, we would recommend KAA assigns dedicated counterpart staff to work alongside the ORAT team throughout the programme. Does KAA intend to second such a team, and if so, on a full-time basis?</p> | <p>Bidders are requested to carefully review Sub-Clause 39 [Counterpart Personnel] of the General Conditions of Contract. The provision of counterpart personnel, if any, shall be in accordance with the Conditions of Contract and the requirements of the assignment. The Consultant shall remain fully responsible for the</p> |

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| | | | delivery of the Services as specified in the Contract. |
| 13. | | Is there an indicative budget envelope or ceiling that KAA has established for this consultancy, and is the 60-month duration firm or subject to adjustment based on construction progress? | <p>The budget for this consultancy service shall not be disclosed. Bidders are requested to prepare their Financial Proposals based on their assessment of the scope of services and requirements set out in the RFP.</p> <p>The 60-month duration is the estimated contract period and may be adjusted, if necessary, in accordance with the Contract provisions and project implementation requirements.</p> |
| 14. | | Will Components 1, 2, and 3 run in parallel, partially overlap, or follow a sequential order, and is there a confirmed or indicative construction timeline for each? | <p>The Components are expected to run in parallel.</p> <p>The indicative construction timeline is as follows:</p> |

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| | | | <p>Component 1 – 15 months construction and 24 month defects notification period</p> <p>Component 2 – 18 months construction and 24 months defects notification period.</p> <p>Component 3 – 36 months construction and 24 months defects notification period.</p> |
| 15. | | <p>Clause 5.3.3(ii) (Pg.66) - Could the Client confirm whether the objective can be reframed as “minimisation and controlled management of operational disruption”, with agreed performance thresholds, rather than a strict “zero disruption” requirement?</p> | <p>No change is made. As JKIA is a live operational airport, the Consultant shall plan and execute all ORAT activities in a manner that ensures there is no unplanned disruption to ongoing airport operations attributable to the Consultant's activities.</p> |
| 16. | | <p>Trial scope & volunteer numbers: Could you please confirm whether the full-scale live trials apply only to the new terminal (not renovation or airside works), and clarify the required number of volunteers (+1000 as per pg.67 vs. +5000 for Level 3 full-scale trials in pg. 70)?</p> | <p>Bidders are advised to prepare their proposals based on the requirements specified in the RFP. Bidders shall determine and propose the scope of trials and the required number of volunteers based on their experience</p> |

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| | | | in similar airport ORAT projects and the requirements of the assignment. |
| 17. | | Key Validation Points responsibility (Pgs. 67-71): Could you please confirm that while the consultant will track and report trial KPIs/KVPs, responsibility for achieving them does not rest with the consultant, as some factors are outside their control? | The Consultant shall be responsible for planning, coordinating, monitoring, measuring, and reporting the Key Validation Points (KVPs) and trial KPIs in accordance with the ToR. The achievement of such KVPs and KPIs shall be assessed in the context of the Consultant's obligations and the contributions of all relevant stakeholders involved in the ORAT programme. |