

KENYA CIVIL AVIATION AUTHORITY



TENDER NO. KCAA/037/2018- 2019

TENDER FOR PROVISION OF CONSULTANCY SERVICES FOR CARRYING OUT STRATEGIC ENVIRONMENTAL ASSESSMENT (SEA) OF THE AIRSPACE MASTER PLAN (2015-2030)

DATE OF NOTICE: 22ND JANUARY 2019

CLOSING DATE: FRIDAY, 8TH FEBRUARY 2019 AT 1100 HOURS

BIDDERS TO NOTE:-

- ***All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.***
- ***A mandatory pre bid meeting will be held on Monday, 28th January 2019, at 11:00am at KCAA Headquarters.***

Introduction

- 1.1 Kenya Civil Aviation herein referred to KCAA wishes to invite tenders **for provision of consultancy services for carrying out Strategic Environmental Assessment (SEA) of the airspace master plan (2015-2030)**
- 1.2 Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.
- 1.3 The Kenya Civil Aviation Authority wishes to call for provision of consultancy services from registered consulting firms to carry out Strategic Environmental Assessment (SEA) of the Airspace Master Plan (2015-2030).
- 1.4 The Strategic Environmental Assessment (SEA) for the Airspace Master Plan would be designed to take stock of the current airspace status and the anticipated impacts arising from the implementation of the Master Plan. The SEA will be based on the structure and clear definition of the Master Plan objectives and activities in addition to the relevant national policy and legislative framework as well as the international safeguards. This will enable KCAA and the Sector to identify the linkages by developing integrated environmental and social management plans in the separate Environment and Social Impact Assessment (ESIA) studies. The process will identify environmental and social impacts and opportunities for mitigation measures into the Master Plan implementation thus enhancing associated ESMPs and decision making. Upon completion and approval of the SEA, each of the projects related to the Master Plan will individually be subjected to ESIA requirements.
- 1.5 **Interested consulting firms must provide information indicating their qualification to perform the services (company profile, description of similar assignments, experience in similar projects, availability of appropriate skills among staff, etc.).**
- 1.6 Prices quoted must be inclusive of all taxes and should be valid for at least One hundred and twenty (120) days after the closing of the tender. Tenderers are required to note that only bidders who submit all required documents and meet the minimum technical specifications shall have their financial bids opened on notice, while others shall be returned unopened.
- 1.7 Any canvassing or giving falsified information will lead to automatic disqualification.

SECTION I: INVITATION FOR TENDERS

DATE OF NOTICE: 22ND JANUARY 2019

TENDER REFERENCE: NO. KCAA/037/2018-2019

TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR CARRYING OUT STRATEGIC ENVIRONMENTAL ASSESSMENT (SEA) OF THE AIRSPACE MASTER PLAN (2015-2030)

- 1. The Kenya Civil Aviation Authority invites Sealed Bids from the eligible invited candidates for provision of consultancy services for carrying out strategic environmental assessment (SEA) of the Airspace Master plan (2015-2030)**
- 2. Interested eligible candidates may obtain further information from and inspect the tender documents at **KCAA Procurement Office on ground floor, Aviation House, Jomo Kenyatta International Airport** during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). *Bidders may also view and download the bidding document from KCAA website: www.kcaa.or.ke or www.supplier.treasury.go.ke and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to procurement@kcaa.or.ke.***
- 3. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (**Ksh 1,000.00**) in cash or bankers cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.**
- 4. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the closing date of the tender.**
- 5. Interested bidders must attend a mandatory pre-bid meeting to be held **Monday, 28th January 2019, at 11:00am at KCAA Headquarters.****
- 6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Ground Floor, Aviation House, Jomo Kenyatta International Airport** or be addressed to:
**The Director General,
Kenya Civil Aviation Authority,
P.O Box 30163-00100, Nairobi****

So as to be received on or before **Friday 8th February, 2019 at 1100 hours.**

- 7. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KCAA Auditorium on Ground Floor, Aviation House, JKIA, Nairobi.****

**Manager Procurement
For: Director General**

SECTION II – INFORMATION TO CONSULTANTS

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for Strategic Environmental Assessment (SEA) of the Airspace Master Plan (2015-2030).
- 2.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Project Manager regarding any information that they may require before submitting a proposal.
- 2.4 The Kenya Civil Aviation Authority will provide the inputs specified in Appendix "A", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.5 The consultant shall bear all the cost associated with the preparation and submission of its proposal and Kenya Civil Aviation Authority will in no case be responsible or liable for the costs, regardless of the conduct or outcome of the tendering process..

2.2 Clarification and Amendment of bid Documents

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this bid document in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- I. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- II. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- III. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- IV. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- V. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- I. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- II. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- III. A description of the methodology and work plan for performing the assignment.
- IV. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- V. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- VI. Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- VII. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- VIII. Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the bid documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Kenya Civil Aviation Authority will make his best effort to complete negotiations within this period. If

the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

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

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

2.7 Evaluation of Technical Proposal

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

Criteria	Points
1) Qualification of proposed staff	40
2) Specific qualification in relation to the assignment	30
3) Adequacy of methodology and work plan in response to terms of reference (TOR)	30
Total	100

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

Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Kenya Civil Aviation Authority shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to technical requirements and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Kenya Civil Aviation Authority shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

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

- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (*Sf*) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{F_M}{F}$ where *Sf* is the financial score; *F_m* is the lowest priced financial proposal and *F* is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *p* = 1) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Award of Contract

- 2.10.1 The Contract will be awarded after provision of a valid professional indemnity cover equal to the tender price. The Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Kenya Civil Aviation Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.10 Confidentiality

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

2.11 Corrupt or fraudulent practices

2.12.1 The Kenya Civil Aviation Authority requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The Kenya Civil Aviation Authority will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX A

APPENDIX "A"

Clause Reference

The name of the Client is: **Kenya Civil Aviation Authority**

The method of selection is: **QCBS**

2.2 Technical and Financial Proposals are requested: **Yes**
A Technical Proposal only is requested: **No**

2.2 The name, objectives, and description of the assignment are:
Provision of consultancy services for carrying out Strategic Environmental Assessment (SEA) of the Airspace Master Plan (2015-2030)

2.3.3 (iv)The minimum required qualification and experience of proposed professional staff is: **Must meet as specified**

2.3.4 (vi)The estimated number of professional staff months required for the assignment is: **To be proposed for.**

(vii) Training is a specific component of this assignment: **No**

2.4.2 Taxes: **All taxes paid**

2.5.2 Consultants must submit an original and one additional copy

2.3 The name, address and telephone numbers of the Kenya Civil Aviation Authority contact official is: **As provided in the tender invitation**

2.6.1 The name, address and telephone numbers of the Kenya Civil Aviation Authority contact official is: **As provided in the tender invitation**

2.5.4 Bids must be submitted no later than the following date and time:
8th January, 2019 at 11.00 AM

MANDATORY PRELIMINARY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

No.	Documents to be submitted
1.	Ineligibility:- Bidders and associated firms who have existing ongoing contracts with KCAA which have delayed beyond the original scheduled completion period in the contract or having none performing records or terminated contracts are not eligible. This will be based on records within KCAA
2.	Project plan/programme – Bidders MUST attach sample project plan/work programme clearly indicating all project deliverables/milestones will be completed and handed over within six months
3.	Current NEMA Practicing Licence for the Firm
4.	Duly filled Litigation History Form.
5.	Proof of firm’s experience in Strategic Environment Assessment services successfully carried out of at least two (2) projects and whose value is Kshs. 6 million and above – attach proof at the time of bid submission comprising of letters of award, contract/LSOs and recommendation letters.
6.	Dully filled Technical Proposal form
7.	Duly filled, stamped and signed Form of Tender
8.	Provide a Tender Security of KES 80,000.00 valid for 120 days from the date of tender opening.
9.	Certificate of Incorporation/Business Registration/CR12
10.	<p>Submit 1 original & 1 copy of each Technical and Financial Proposal and must ALL be serialized/paginated accordingly.</p> <p>Please Note:-</p> <ul style="list-style-type: none"> The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”
11.	Valid Tax Compliance certificate
12.	Duly filled and stamped confidential business questionnaire
13.	Duly filled, stamped and signed sworn Anti-corruption affidavit by the commissioner of oaths as required.
14.	Audited Financial statements for any consecutive two years of the last three years – 2016, 2017 or 2018.
15.	Submit a statement in the bidder’s letter head that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.
16.	Submit a statement in the bidder’s letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings.
17.	Submit a statement in the bidder’s letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices.

N/B: Failure to comply/ submit any of the above requirements shall lead to automatic disqualification from further evaluation

TECHNICAL EVALUATION CRITERIA

The following criteria will be used in the evaluation of all consultants. The technical proposals will be evaluated for suitability and awarded marks as appropriate.

	Description of Criteria	Maximum Score (%)
1	<p>Specific experience related to the assignment</p> <ul style="list-style-type: none"> • Provide a list of all similar services handled in the last five years clearly indicating the name of the client, value of the contract, name and telephone number of the contact person. (2pts for each client)– (maximum 10 points) • Number of similar contracts if any with public entities (attach copies of contract) upto a maximum of 2 clients – (2.5pts for each) – (maximum 5 points) • Recommendation letters and copies of Certificate of Completion from at least three clients where similar services were successfully carried out and whose value is Kshs. 7 million and above. The letters must be on the letter heads of the respective client – (5 pts for every letter and respective completion certificate) - (max score 15) 	30
2	<p>Methodology and adequacy of Technical proposal</p> <ul style="list-style-type: none"> • Adequacy of the proposed work plan and methodology in responding to the terms of reference. (10 marks) • Provide - detailed description and bidders' understanding of the assignment, how the bidder proposes to undertake the assignment and expected components of the project scope. (10 marks) • Attach two copies of previous successfully implemented SEA reports (5marks) • Attach a work plan / chart (5marks) 	30
3	Qualifications and competence of key staff for the assignment	40
	Total Score	100

The consultant must demonstrate the following:

1. Proof of firm's experience in similar services of at least two (2) projects. (Strategic Environment Assessment) – attach proof at the time of bid submission (letters of award, contract/LSOs and recommendation letters.
2. Must have the following qualified and experienced experts /staff (attach CVs, copies of relevant academic / professional certificates, and NEMA registration certificates and current practicing licenses) ; **40 points (each is 8 Points)**

	Staff Description	Minimum Experience	POINTS
1	Environmentalist/Team Leader	Holder of a minimum of Master's Degree in Environmental Studies and must have over 10 years' experience in environmental assessments. Must also demonstrate involvement in the Aviation Sector. He should also be registered by NEMA as a Lead Expert and with a valid practicing license.	10 POINTS
2	Socio-Economist	Holding a Bachelors University Degree in Social Studies and a minimum of 7 years' experience on economic development projects and demonstrate exposure to transport and aviation sector development.	6 POINTS
3	Civil Engineer	A Bachelor's Degree in Civil Engineering from a recognized university and a minimum of 7 years' experience in infrastructure development. Experience in aviation sections MUST be demonstrated.	6 POINTS
4	Health and Safety Expert	A Bachelor's Degree in Health and Safety studies or other relevant discipline and at least 5 years of experience in occupational and environmental health assessments preferably in the transport sector. Experience in aviation sections MUST be demonstrated. Registration with relevant authorities is also a must.	6 POINTS
5	Land Use OR Physical Planner	Hold a Bachelors University Degree from a recognised university and at least 10 years' experience in land use planning and/or valuation activities with focus on infrastructural development projects. Exposure to aviation sector would be an added advantage.	6 POINTS
6	Meteorologist	Hold a Bachelors University Degree from a recognised university and at least 10 years' experience in meteorology	6 POINTS

1.0 Expected Outputs

Among the expected outputs will include;

- (i) Inception Report to be submitted in 3No. Copies and 1No. CD ROMS
- (ii) Draft SEA report to be submitted in 5No. Copies and 2No. CD ROMS
- (iii) Final SEA report to be submitted in 7No. Copies and 2No. CD ROMS
- (iv) Presentations with to KCAA and Stakeholders. The presentations will be done by the Consultant on date and venue to be determined by the Client. The Client will also take the responsibility of invitation of the relevant Stakeholders.

In order to achieve this, the following activity schedule could be adopted;

Activity No.	Activities Description	Duration from Date Contract is Signed
1	Contractual Process (KCAA to determine)	KCAA to determine
2	Inception Activities	Month 1
3	Inception Report Submission	Month 1.5
4	<ul style="list-style-type: none"> ▪ A review of the KCAA Operation Policies and guidelines ▪ A review of all available relevant reports and other information ▪ Study of the Airspace Master Plan 	Months 2 and 3
5	Detailed interactions and discussions with key experts involved in the development of the Master Plan	Months 3 and 4
6	Visits to identified operation sites and installations (Field Visits)	Months 4 – 6
7	Consultations with a full range of stakeholders including individuals, Government institutions and the general public	
8	Preparation of the Strategic Environment Assessment Report	Months 6 and 8
9	Draft Strategic Environment Assessment Report Submission and Presentations	Month 9
10	Final Strategic Environment Assessment Report Submission	Month 12
11	To visit a one Civil Aviation Authority or Airport which has done SEA	3 days

3. Adequacy of the proposed work plan and methodology **(30 Points)**

The weighted Technical and Financial scores will be as follows:-

Technical Score - 70 per cent
Financial Score - 30 per cent

This is equivalent to:

T (Weight given to Technical proposal) = _____ (0.70)
P (Weight given to Financial proposal) = _____ (0.30)

The minimum technical score required to pass: 70 percent

Consultants must complete and sign the technical proposal submission form and declaration form.

- Financial Score (Sf) = $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.
- Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I).
- The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations and recommended for award of contract.

SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data services and facilities to be provided by Kenya Civil Aviation Authority.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Format of curriculum vitae (CV) for proposed professional staff.
- vii) Time schedule for professional personnel.
- viii) Activity (work) schedule.

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

(ii). FIRM'S REFERENCES

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

Using the format below, provide information on each assignment for which your firm

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

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(v). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	No. of days	Task	

2. Support Staff

Name	Position	No. of days	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

[Signature of staff member] Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Days (in the Form of a Bar Chart)												Number of days		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(viii). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Draft Report	
2. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

Financial Proposal submission form.

Summary of costs.

Breakdown of price per activity.

Breakdown of reimbursable per activity.

Miscellaneous expenses.

(i). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your tender dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

(ii). SUMMARY OF COSTS

Costs	Currency (ies)	Amount(s)
Breakdown of Price Per Activity		
Reimbursable Per Activity		
Miscellaneous Expenses		
Subtotal		
Taxes		
Total Amount of Financial Proposal		

(iii). BREAK DOWN OF PRICE PER ACTIVITY

ACTIVITY	Total no. of days per activity & category of staff		Rate per day (KSH.)		Total Amount (KSH.)
	Lead experts		Lead experts		
SUB – TOTAL (KSH.)					-----

(iv). REIMBURSABLES PER ACTIVITY

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

(v). MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.					
4.	Equipment: computers etc.				
5.	Software Others (specify)				
	Grand Total				_____

SECTION E:- TERMS OF REFERENCE

2.0 Mandate of KCAA

Kenya Civil Aviation Authority (KCAA) is a State Corporation established on 24th October 2002 by the Civil Aviation (Amendment) Act 2002(now repealed and re-enacted as the Civil Aviation Act, 2013). The primary functions of the Authority is to provide technical, economic and safety regulation and air navigation services to the air transport sub-sector. KCAA also provides aviation training through the East African School of Aviation. The Authority is required to carry out its functions in a manner consistent with the Chicago Convention on International Civil Aviation and any other international conventions and protocols relating to civil aviation, to which Kenya is a party.

In order to effectively and efficiently perform the function of providing air navigation services, the Authority is required to develop and implement air traffic management systems that will facilitate safe movement of aircraft in Kenya's Flight Information Region. The rapid growth of air traffic witnessed during the last ten years reinforces the need for the Authority to continuously upgrade and modernize its air traffic management systems in order to meet requirements of airspace users.

3.0 The Assignment Statement

Kenya Civil Aviation Authority (KCAA) has developed an Airspace Master Plan for the period 2015 – 2030. The Master Plan will be implemented through a pre-determined programme. Implementation of the master plan anticipates various environmental and social linkages manifested through the proposed projects requiring standard approaches for adoption during the process of the Master Plan implementation. This will involve a comprehensive assessment of the Master Plan in light of the proposed series of projects to establish basic environmental and social settings, standard methodologies and management plan structures. These concepts will then be applied in the scoping process and impact studies for each project for necessary review and approvals.

In accordance to the Environmental Management and Coordination Act (EMCA), 1999 (EMCA Amendment, 2015), Section 49 provides for Section 57A that requires all policies, master plans and programmes be subjected to Strategic Environment Assessment (SEA). Sub-section 3 of the Act requires that the proponent prepare and submit the SEA to NEMA for approval. Kenya Civil Aviation Authority (KCAA), therefore, intends to engage a qualified Consultant to carry out a Strategic Environmental Assessment (SEA) process on the of the Airspace Master Plan to provide a platform for implementation of the individual projects during the strategic plan period as per the master plan implementation schedule.

4.0 Scope of Assignment

The Consultant will prepare a comprehensive SEA for the Master Plan and identify the necessary approvals required for the implementation of the various Master Plan projects taking into account the international (e.g. World Bank) and national safeguards.

5.0 Objectives of the Strategic Environment Assessment (SEA)

The Strategic Environmental Assessment (SEA) for the Airspace Master Plan would be designed to take stock of the current airspace status and the anticipated impacts arising from the implementation of the Master Plan. The SEA will be based on the structure and clear definition of the Master Plan objectives and activities in addition to the relevant national policy and legislative framework as well as the international safeguards. This will enable KCAA and the Sector to identify the linkages by developing integrated environmental and social management plans in the separate Environment and Social Impact Assessment (ESIA) studies. The process will identify environmental and social impacts and opportunities for mitigation measures into the Master Plan implementation thus enhancing associated ESMPs and decision making. Upon completion and approval of the SEA, each of the projects related to the Master Plan will individually be subjected to ESIA requirements.

6.0 SEA Approach

A Strategic Environmental Assessment (SEA) is designed to assist in decision making and design of the Master Plan projects through highlighting of the specific developments associated potential environmental and social impacts, costs and benefits wherever possible. It will also provide alternatives and broad mitigating measures and action plans. The process assists in deciding on the most appropriate mix of initiatives for the implementation of the Master Plan. The SEA helps ensure that specific initiatives aligned to the Master Plan are designed in ways that they are environmentally sensitive and sustainable, thus supporting the overall success of the Master Plan. However, as with all environmental assessments, the SEA does not make decisions but rather guides the process of decision making.

The SEA is substantially dependent on available information and data on the airspace management and performance as well as other environmental and social linkages. The Master Plan and other documents comprise the main references in this regard. Considerable time, therefore, will be spent in collection of baseline data and information across the study areas and associated linkages.

The Consultant will address the following aspects;

- (i) A review of the Aviation Policies and other regulatory framework relating to aviation operations as well as the requirements for environmental assessment

- in Kenya. This will enhance an understanding of the current policies, regulations and practices in aviation.
- (ii) A careful review of all available relevant reports and other information including the Airspace Master Plan itself. This will be incorporated into the SEA report for this exercise and appropriate extracts annexed.
 - (iii) Detailed experts consultations and discussions to provide insights on the level of importance and priorities given to aviation aspects.
 - (iv) Consultations with a full range of stakeholders including relevant individuals, institutions and the general public. Appropriate stakeholder analysis will be conducted and a comprehensive list of persons and agencies to be consulted prepared in consultation with KCAA in order to ensure an all-inclusive participation,
 - (v) Review of the available data on aviation operations to prepare a descriptive of baseline conditions, information and data. The review process will provide the baseline status in order to identify gaps to be addressed during specific environmental assessments for the master plan implementation initiatives. Appropriate general guidelines will be established for information and data generation in respective areas during the implementation period.
 - (vi) The SEA team will identify along with KCAA sample visits to strategic locations and installations to provide a basis for the identification of the overall impacts and associated mitigation actions. The impacts and mitigation actions will then guide key aspects for considerations during specific environmental and social assessment on the master plan implementation initiatives.
 - (vii) Preparation of the Strategic Environmental Assessment Report in accordance to guidelines outlined in the Terms of Reference will be done.

7.0 Stakeholders of the Project

Presented in the table below is a list of key stakeholders, the role they are expected to play, what they require to play the assigned role and the recommended means of communication to each stakeholder.

Stakeholder	Role	Information and Reports Required	Means of Communication	Frequency of Communication
KCAA	Project Owner and overall project management	<ul style="list-style-type: none"> ▪ The Master Plan ▪ Operations Policies and guidelines ▪ Sites details 	<ul style="list-style-type: none"> ▪ Meetings, ▪ Documentation ▪ Letters ▪ Emails. 	As requested by the Consultant
	Equipment users	Briefs on all aspects the project		
Government of Kenya (MOTIHUD/MoF)	<ul style="list-style-type: none"> ▪ Policy Administrator, ▪ Funding, ▪ Appraisal Agency 	<ul style="list-style-type: none"> ▪ Policy guidelines ▪ Financing arrangements ▪ Economic expectations 	<ul style="list-style-type: none"> ▪ Meetings, ▪ Documentation ▪ Letters ▪ Emails 	Requests through KCAA (the Project Owner)
Air Space Users	Investors Systems users	Brief on the project to enable them provide feedback	Meetings and correspondences	On need basis
NEMA	Regulator (Environmental management)	To receive the final SEA Report	Submission (and presentation if required)	Statutory requirement
Kenya Airports Authority	Airport operator	Provide information of the Airport master plan	Meetings Documents Letters Emails	As requested by the Regulator

8.0 Equipment, Logistics and Facilities

The Consultant will be responsible for the provision of all the necessary resources to carry out the Services and will make arrangements for the establishment of their office, supporting equipment and furniture, vehicles, accommodation, utilities, communications and any other required resources through the assignment period.

9.0 Client Inputs

- (i) The Client will facilitate the consultant access to reports and data relevant to the assignment to the extent of availability of such information,
- (ii) The Client will collaborate with the Consultant in making accessible all data including operation policies and the Airspace Master Plan.
- (iii) Sites locations, installations and other aspects addressed by the Master Plan.
- (iv) The Client will also facilitate the Consultant's access to Government Departments and Institutions with relevance to the Master Plan.

10.0 Time Schedule

Strategic Environment Assessment (SEA) process will be an all-inclusive exercise requiring inputs from Environmentalists, Sociologists, Aviation Engineers, Safety Experts, Economists as well as the participation of the relevant stakeholders in the sector. The time period required for the provision of the SEA services is envisaged to be Twelve (12) Calendar months from the date of the contract is signed.

11.0 Expected Outputs

Among the expected outputs will include;

- (v) Inception Report to be submitted in 3No. Copies and 1No. CD ROMS
- (vi) Draft SEA report to be submitted in 5No. Copies and 2No. CD ROMS
- (vii) Final SEA report to be submitted in 7No. Copies and 2No. CD ROMS
- (viii) Presentations with to KCAA and Stakeholders. The presentations will be done by the Consultant on date and venue to be determined by the Client. The Client will also take the responsibility of invitation of the relevant Stakeholders.

MANDATORY TECHNICAL REQUIREMENTS

The consultant must demonstrate the following:

1. Proof of firm's experience in similar work 2 No. (Strategic Environment Assessment) – attach proof at the time of bid submission (letters of award, contract, LPOs and recommendation letters letters).
2. Must have the following qualified and experienced experts /staff (attach CVs, copies of relevant academic / professional certificates, and NEMA registration certificates and current practicing licenses) ; **40 points**

	Staff Description	Minimum Experience	POINTS
1	Environmental /Team Leader	Holder of a minimum of Master's Degree in Environmental Studies and must have over 10 years' experience in environmental assessments. Must also demonstrate involvement in the Aviation Sector. He should also be registered by NEMA as a Lead Expert and with a valid practicing license.	10 POINTS
2	Socio-Economist	Holding a Bachelors University Degree in Social Studies and a minimum of 7 years' experience on economic development projects and demonstrate exposure to transport and aviation sector development.	6POINTS
3	Civil Engineer	A Bachelor's Degree in Civil Engineering from a recognized university and a minimum of 7 years' experience in infrastructure development. Experience in aviation sections MUST be demonstrated.	6 POINTS
4	Health and Safety Expert	A Bachelor's Degree in Health and Safety studies or other relevant discipline and at least 5 years of experience in occupational and environmental health assessments preferably in the transport sector. Experience in aviation sections MUST be demonstrated. Registration with relevant authorities is also a must.	6 POINTS
5	Land Use OR Physical Planner	Hold a Bachelors University Degree from a recognised university and at least 10 years' experience in land use planning and/or valuation activities with focus on infrastructural development projects. Exposure to aviation sector would be an added advantage.	6 POINTS
6	Meteorologist	Hold a Bachelors University Degree from a recognised university and at least 10 years' experience in meteorology	6POINTS

3. Adequacy of the proposed work plan and methodology (**30 Points**)

Mode of Payment:

- 30% of the contract sum ---shall be paid upon submission of an Inception Report;
- 40% of the contract sum--- shall be paid upon submission and acceptance by the Client of Final Report;
- 30% of the contract sum ---- shall be paid upon submission and acceptance of SEA report by NEMA

Technical Evaluation Criteria

The following criteria will be used in the evaluation of all consultants. The technical proposals will be evaluated for suitability and awarded marks as appropriate.

	Description of Criteria	Maximum Score (%)
1	Specific experience related to the assignment	30
2	Adequacy of the proposed work plan and methodology	30
3	Qualifications and competence of key staff for the assignment	40
	Total Score	100

SECTION VI:

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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CONTRACT FOR CONSULTANT'S SERVICES

BETWEEN

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____*[date]*

FORM OF CONTRACT

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

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

WHEREAS

the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

The General Conditions of Contract;

The Special Conditions of Contract;

The following Appendices: [**Note:**

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Breakdown of Contract Price in Local Currency

Appendix D: Services and Facilities Provided by the Client

The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [*name of client*]

[*full name of Client's authorised representative* _____]

[*title*] _____

[*signature*] _____

[*date*] _____

For and on behalf of _____ [*name of consultant*]

[*full name of Consultant's authorized representative*] _____

[*title*] _____

[*signature*] _____

[*date*] _____

GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

1.1 Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

“Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

“Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;

“Foreign Currency” means any currency other than the Kenya Shilling;

“GC” means these General Conditions of Contract;

“Government” means the Government of the Republic of Kenya;

“Local Currency” means the Kenya Shilling;

“Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

“Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

“Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

“Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

Authorized Representatives

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

1.7 Taxes and Duties

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

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

period for the purposes of the Services and in reactivating the Service after the end of such period.

Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; if the Consultant becomes insolvent or bankrupt;

if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

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

if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute

pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

OBLIGATIONS OF THE CONSULTANT

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

Conflict of Interests

3.2.1 Consultant (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract

Not to Benefit from or **Commissions,** the Services and the Consultant shall not accept **Discounts, Etc.** for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring Client's Prior Approval

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

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

appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for remuneration

For the purposes of determining the

Additional Services

due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
----------------------------	---

1.1(i) <i>Member]</i>	The Member in Charge is _____ <i>[name of</i>
--------------------------	---

1.4	The addresses are: Client: _____ Attention: _____ Telephone: _____ _____ Telex; _____ _____ Facsimile: _____ _____ Consultant: _____ Attention: _____ _____ Telephone; _____ _____ Telex: _____ _____ Facsimile: _____ _____
-----	---

The Authorized Representatives are:

For the Client:

For the Consultant: _____

2.1	The date on which this Contract shall come into effect is(_____) <i>[date]</i> .
-----	--

Note: *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.2 The date for the commencement of Services is _____ *[date]*

2.3 The period shall be _____ *[length of time]*.

Note: Fill in the period, eg, twenty-four (24) months or such other period

as the Parties may agree in writing.

The risks and coverage shall be:

Professional Liability: **The winning bidder(s) will provide a valid professional indemnity cover equal to the contract price**

Loss of or damage to equipment and property **N/A**

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

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

Payments shall be made according to the following schedule:

Mode of Payment:

- 30% of the contract sum ---shall be paid upon submission of an Inception Report;
- 40% of the contract sum--- shall be paid upon submission and acceptance by the Client of Final Report;
- 30% of the contract sum ---- shall be paid upon submission and acceptance of SEA report by NEMA

STANDARD FORMS

1. Form of Tender and Price Schedule
2. Confidential Questionnaire form
3. Tender security form
4. Performance security form
5. Declaration form
6. Litigation History form
7. Anti-Corruption Declaration

TECHNICAL PROPOSAL FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

Financial Proposal submission form.

Summary of costs.

Breakdown of price per activity.

Breakdown of reimbursables per activity.

Miscellaneous expenses.

(i). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your tender dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

: _____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.:</p> <p>Maximum value of business which you can handle at any one time – KES.</p> <p>Name of your bankers.....</p> <p>Branch</p>																							
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																							
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Name</th> <th style="width:35%;">Nationality</th> <th style="width:35%;">Citizenship details</th> <th style="width:15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																				
1.																							
2.																							
3.																							
4.																							
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Name</th> <th style="width:35%;">Nationality</th> <th style="width:35%;">Citizenship details</th> <th style="width:15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																				
1.																							
2.																							
3.																							
4.																							

Conflict of Interest: I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

d)

For and on behalf of M/s

In the capacity of

Dated thisday of2017

Interest in the Firm: Is there any person / persons in KCAA or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary)

Date **(Title)** **(Signature)**

Suppliers "Company's" Official Rubber Stamp

TENDER SECURITY FORM

Whereas [Name of the tenderer]
(Hereinafter called "the tenderer") has submitted its tender dated..... [Date of submission of tender] for the provision of **Consultancy Services for Strategic Environmental Assessment of the Airspace Master Plan 2015-2013** (Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at
[Name of Kenya Civil Aviation Authority](Hereinafter called "the Bank") are bound unto.....

[Name of Kenya Civil Aviation Authority](Hereinafter called "the Kenya Civil Aviation Authority") in the sum offor which payment well and truly to be made to the said Kenya Civil Aviation Authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 2017.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Civil Aviation Authority the period of tender validity:
 - a. Fails or refuses to execute the Contract Form, if required; or
 - b. Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Kenya Civil Aviation Authority up to the above amount upon receipt of its first written demand, without the Kenya Civil Aviation Authority having to substantiate its demand, provided that in its demand the Kenya Civil Aviation Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: Kenya Civil Aviation Authority

WHEREAS M/s

[Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated ____ of October 2017 to provide **Consultancy Services for Strategic Environmental Assessment of the Airspace Master Plan 2015-2030**
(Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]
(Amend accordingly if provided by Insurance Company)

DECLARATION FORM

Debarment I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by KCAA and any other public or private institutions.

Full Names

Signature

Dated this.....day of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Criminal Offence I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)
- d)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed For and on behalf of M/s

In the capacity ofdated thisday of.....2017.

Tenderer/Company's Official Rubber Stamp

LITIGATION HISTORY

Name of Applicant or partner of a joint venture

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. If none, please indicate NONE.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs.)

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

Name.....Signature.....Date.....2017

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name..... Signature..... Date.....2017

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

Name.....Signature.....Date.....2017

Company Seal/Business Stamp

LETTER OF NOTIFICATION OF AWARD

**Kenya Civil Aviation Authority
P. Box 30163-00100
Nairobi**

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

Director General