

KENYA CIVIL AVIATION AUTHORITY



TENDER NO. KCAA/008/2020-2021

PROVISION OF CONSULTANCY SERVICES FOR WGS-84 GROUND & OBSTACLE MAINTENANCE SURVEY FOR MALINDI & ELDORET AIRPORTS

DATE OF NOTICE: TUESDAY, 10TH NOVEMBER 2020

**CLOSING DATE: WEDNESDAY, 25TH NOVEMBER
2020 AT 11.00A.M**

Notes:

- **A mandatory pre-bid meeting will be held on Wednesday, 18th November, 2020 strictly at 11am at KCAA Headquarters, Aviation House –JKIA)**
- **All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process**

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Introduction

Kenya Civil Aviation herein referred to KCAA wishes to tender for **Provision of Consultancy Services for WGS-84 Ground & Obstacle Maintenance Survey for Malindi & Eldoret Airports.**

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment, managerial capability, experience in the provision of the services, 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

SECTION I – INVITATION TO TENDER

TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR WGS-84 GROUND & OBSTACLE MAINTENANCE SURVEY FOR MALINDI & ELDORET AIRPORTS:

TENDER REF NO: KCAA/008/2020-2021

DATE: TUESDAY 10TH NOVEMBER, 2020

- 1.1 KCAA **invites** sealed bids from the invited candidates for **Provision of Consultancy Services for WGS-84 Ground & Obstacle Maintenance Survey for Malindi & Eldoret Airports.**
- 1.2 **A mandatory pre-bid meeting will be held on Wednesday, 18th November, 2020 strictly at 11am at KCAA Headquarters, Aviation House – JKIA)**
- 1.3 Interested Eligible Candidates may obtain further information from and inspect the tender documents at KCAA Procurement Office on ground floor, Aviation House Building, 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 IFMIS supplier portal: ***supplier.treasury.go.ke*** at no cost *and* immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums procurement@kcaa.or.ke.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kenya shillings one thousand **(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.
- 1.5 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 120 days from the closing date of the tender.
- 1.6 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 **Wednesday, 25th November, 2020 at 11.00 am.** Late bids shall be rejected.

- 1.7 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**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9.1 Tender Prices

2.9.2 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.3 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.4 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with

an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE WEDNESDAY, 25TH NOVEMBER, 2020 AT 11.00AM.**

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Wednesday, 25th November, 2020 at 11.00am.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity 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.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00am, Wednesday, 25th November, 2020 at KCAA Auditorium on Ground Floor, Aviation House, Jomo Kenyatta International Airport.** The

tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 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.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within Thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.1 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers Registered qualified firms operating in Kenya
2.8	The Form of Tender must be filled and signed.
2.10	Particulars of other currencies allowed. Price should be in Kenya shillings only or a freely convertible currency.
2.12	Tender security required is KES. 150,000.00 (One Hundred and Fifty Thousand Only) in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by public procurement Regulatory Authority) valid for 120 days from the date of closing date of the tender.
2.13.1	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1	Bidders shall provide a paginated/serialized 1 ORIGINAL copy of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope and tender title and number and closing date clearly written on top of the envelope
2.16	Deadline for Submission of Tenders /Closing date shall be Wednesday, 25 th November, 2020 at 11:00am.
2.28	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following three categories of criteria to evaluate the tenders and consultants.

- a) Mandatory tender requirements
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation.
- d) Due diligence if deemed necessary

(a) MANDATORY 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 to participate.
2.	Tender security required is KES. 150,000.00 (Five hundred thousand only) in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by public procurement Regulatory Authority) valid for 120 days from the date of closing date of the tender.
3.	Duly filled, signed and stamped Form of Tender
4.	Certificate of Incorporation/Registration
5.	Ensure serialization of ALL pages for the bid submitted (paginated) 1 Original & 1 copies bid documents
6.	Attach a Valid Tax Compliance certificate
7.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
8.	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.
9.	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
10.	Duly filled, signed and stamped confidential business questionnaire
11.	Audited Financial statements for the latest two years – 2019/2018 & 2018/2017
12.	Duly signed sworn Anti-corruption affidavit
13.	References- Submission of 2 companies' references in which your firm has successfully provided similar services. Contact person and details should be included. (attach copies of LSO/Contracts/completion certificates with their corresponding recommendation letters

(b) TECHNICAL EVALUATION CRITERIA

In order to increase objectivity in the evaluation, technical scores will be evaluated on a weighted basis whereby each evaluated item is assigned some weights based on their importance to KCAA. Items to be considered and maximum scores assigned are tabulated below:-

EVALUATION CRITERIA

Provision of Consultancy Services for WGS-84 Ground & Obstacle Maintenance Survey for Malindi & Eldoret Airports.

No.	Description	Max. Points
A	Company Experience in WGS 84-Survey : Specific experience of the consultants related to the assignment = Max 15 Points	
	<i>Experience in similar projects</i> -Evidence of having successfully carried-out two similar projects of WGS-84 survey specific to areas of interest of the purchaser	7
	<i>Specialization</i> - Access to technologies related to collecting, verification and validation of WGS-84 survey data.	3
	Quality Management Systems -Availability of a well-established QMS relevant to WGS-84 surveys.	5
Total Max Score (MAX 15)		
B	Adequacy of the proposed work plan and methodology in responding to the TORs (Max=31)	
	Technical Approach and Methodology	16
	Work plan	10
	Organization and staffing	5
Total Max score (MAX 31)		
C	Qualification and competence of the key staff for the Assignment =(Max 43) – As per qualifications shown in terms of reference (Attach various CVs & Certificates as evidence)	
	i) Team Leader	8
	ii) Project Manager	7
	iii) GIS/CAD Expert	7
	iv) Cartographer	7
	v) Senior Surveyor	7
	vi) QA/QC Expert	7
D	Financial resources Financial capability of the firm based on information provided in the last two years audited accounts. <ul style="list-style-type: none"> • Current assets: Current liabilities (4 marks) • Working capital (4 marks) • Positive profit trends for the last two years (3 marks) 	11
Total Max Score (Max 50)		
Total technical Evaluation Score		100%
Minimum Technical Score		80%

NOTE: The pass mark to proceed to the financial evaluation stage shall be 80%. Evaluation shall be done based on the evaluation criteria provided.

Detailed Evaluation Reference Criteria to support the technical requirements
Technical Criteria

A. Company Experience: Specific experience of the consultants related to the assignment = 15marks		
The bidder should have a minimum of 10 years of experience working in WGS-84 and obstacle surveys. Demonstrate outstanding experience in WGS-84 survey that facilitates the development and maintenance of flight procedures, Implementation of ICAO Annex 15 Chapter 5 Area 2 obstacle dataset areas and the implementation of PBN. Attach documented evidence of experience in implementing survey projects within a similar environment and climate conditions, knowledge of air safety, requested permits and clearances procedures etc. will be considered as an advantage.		
a	The scores to be allocated are as follows;	Max Points
	1 projects supported with evidence 1 points 2 projects supported with evidence 2 points ≥ 3 projects supported with evidence 4 points	7 points
b	Specialization- Access to technologies related to collecting, verification and validation of WGS-84 survey data.	3 points
c	Quality Management-Availability of a well-established QMS relevant to WGS-84 surveys.	5 points
Total Max core (15 max)		

B Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (TOR) – [31 points]

Description

- i) Detailed technical approach and an appropriate methodology indicating a good understanding of the objectives.
- ii) A quality plan is included.
- iii) In addition to the requirements listed above evidence of innovativeness and efficient way of tackling tasks indicate an outstanding understanding of the assignment.

I. Sub criteria Technical approach and Methodology -		20 points
a	Quality of submission , and completeness	01 point
b	Understanding / appreciation of assignment	06 points
c	Comments on TORs	03 points
d	Inception Activities	03 points
e	Approach to be used	03 points
f	Equipment to be used	02 points
II. Sub criteria - Work Plan -		10 points
	A submitted plan showing timing of proposed activities	8 points
III. Sub criteria – organisation and staffing -		5 Points
	The Bidder should describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff	5 points
Maximum scores for Methodology and Work Plan		31 points

C. Qualifications and competence of the key staff for the Assignment (Should attach CVs. and valid academic certificates, and practicing licenses where applicable)- [43 points]

Description.

- i) Detailed organizational chart, adequate staffing arrangements and consistent with both timing and survey output.
- ii) Detailed definition of duties and responsibilities, precise matching of staff skills and needs and efficient logistic support.
- iii) In addition, an integrated team that has worked together before and detailed discussion to demonstrate efficient and economical staff deployment.

I. Sub criteria- General Qualifications - 50 points			
Key Personnel with the following Qualifications			Max. Points
	Personnel	Qualifications Required from the Bidder	
i.	Team Leader	<ul style="list-style-type: none"> ▪ Overall Qualifications: Experience as prime contractor of a similar aviation project of a size and nature equivalent or greater than this over the last 10 years ▪ Evidence for the timely possession (own, lease, hire, etc.) of the essential equipment/tools 	8
ii	Project Manager	<ul style="list-style-type: none"> ▪ Degree in Surveying, Geomatics or related fields, ▪ A minimum of 10 years industry experience, including a minimum of 5 years in Africa or developing countries in equatorial conditions. ▪ A relevant Master's degree is an added advantage. ▪ Must have extensive experience in Surveying, Mapping, Project Management and contract administration and more specifically have recent service as a Team Leader/Project Manager on at least five (5) projects of comparable nature. ▪ Should possess good management and reporting skills and demonstrate proficiency and fluency in the English language. 	7
iii	GIS/CAD Expert	<ul style="list-style-type: none"> ▪ University Degree in Surveying/ Geomatics/ Geospatial or equivalent or related post graduate qualification from a recognized institution. ▪ Be a Member of the Institute of Surveyors or equivalent professional body (proof of certification required). ▪ A minimum of 5 years practical post-qualification and professional experience is required with Minimum 5 years' experience in working with GIS Software, CAD software such as AutoCAD and Bentley MicroStation. 	7
iv	Cartographer	<ul style="list-style-type: none"> ▪ University degree in Geomatics/Geo-information, from a recognized institution, or have attended a course in Cartography or GIS for a period of not less than Nine Months. ▪ Minimum of five (5) years post qualification experience in Cartography with demonstrated experience working on projects of similar nature. ▪ Experience of working with navigation maps and charting is an added advantage. 	7
v	Senior Surveyor	<ul style="list-style-type: none"> ▪ University Degree of BSc (Surveying & Photogrammetry) or equivalent, ▪ Be a registered member with the Institute of Surveyors or equivalent. ▪ A minimum of 7 years practical post-qualification experience in comparable projects is required with at least 4 years of recent experience in carrying out topographic survey and mapping of similar projects using the latest electronic survey equipment including GPS, 	7

		<p>Total Stations and associated computer applications.</p> <ul style="list-style-type: none"> ▪ Experience on similar projects in East Africa will be an added advantage. 	
vi	QA/QC Expert	<ul style="list-style-type: none"> ▪ A masters or equivalent degree in Photogrammetry or similar disciplines, ▪ good practical and theoretical experience in the relevant fields and ▪ a minimum of 5 years of practical work and project management with similar assignments; good analytic skills and quality management practices providing the necessary check through policies and procedures; ▪ Language proficiency – must be fluent in English. 	7
Total marks			43

c) Financial Evaluation:

The winning bidder will be the lowest bidder among those who will have passed the mandatory and technical evaluation as outlined above **(a and b)** except where other conditions are not met as specified in the tender document.

(d) Due Diligence:

KCAA shall conduct a due diligence to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this PPADA Act.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within twenty fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the

rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the contract price in the form of a banker's cheque or guarantee will be required from the winning bidder.
3.8	Payment shall be made after certification of achievement of key milestones and submission of an invoice as follows: 1. Inception report – 10% 2. Approved draft report and submission of data for Malindi Airport – 25% 3. Approved draft report and submission of data for Eldoret Airport– 25% 4. Approved Final project report – 40%
3.9	Prices shall be maintained for a period of one year.
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan Law
3.18	Kenya Civil Aviation Authority, P.O Box 30163-00100, NAIROBI, GPO. Suppliers contact to be furnished.

SECTION V: SCHEDULE OF REQUIREMENTS TERMS OF REFERENCE (TOR)

DESCRIPTION OF REQUIREMENTS (WGS 84 MAINTENANCE SURVEY)

1. Introduction

- 1.1 The Kenya Civil Aviation Authority was established in the year 2002 by an act of parliament and charged with the provision of efficient services to the civil aviation industry. As part of its responsibilities in provision of air navigation services, KCAA is responsible for the provision of data and information necessary for the safe conduct of flights within its airspace. It is through this obligation of meeting the safe conduct of flights that necessitate the need for an aeronautical survey at our airports. Malindi and Eldoret Airports were last surveyed in year 2007 and 2012 respectively.
- 1.2 Owing to the implications for air traffic and safety operations, it is essential that the impact of the obstacles be continuously assessed, reviewed, and updated. Regulations 45 and 46 of civil aviation (Aeronautical Information Service) Regulations, 2018 requires states to make terrain and obstacle data available to airspace users in digital format.
- 1.3 The standard also states that aerodromes regularly used by international civil aviation, obstacle data sets for area 2 shall be provided, evaluated and considered to determine the height restriction or removal of obstacles if they pose a hazard to air navigation.

2. Objective (s) of the Assignment

- 2.1** The objective of this consultancy service is to enhance safety and efficiency of operation into the airports. The data from the survey is required to support the following navigation elements: -
- a) The review and maintenance of Approach, Departure, and Arrival flight procedures both conventional and Performance Based Navigation(PBN) types of flight procedures;
 - b) Create Area 2 obstacle database;
 - c) The implementation of PBN, Terrain and Obstacle Database National Plans;
 - d) Maintenance of WGS-84 coordinates for the airports;
 - e) The data is also required to support the following air navigation applications:

- i) ground proximity warning system with forward looking terrain avoidance function and minimum safe altitude warning system;
- ii) determination of contingency procedures for use in the event of an emergency during a missed approach or take-off;
- iii) aircraft operating limitations analysis;
- iv) determination of en-route "drift-down" procedure and en-route emergency landing location;
- v) advanced surface movement guidance and control system; and
- vi) aeronautical chart production especially Aerodrome Obstacle Chart;
- vii) Aircraft on-board databases;
- viii) flight simulator and synthetic vision systems; and
- ix) Assist in determining the height restriction or removal of obstacles that pose a hazard to air navigation.

3. *Scope of Services, Tasks (Components) and Expected Deliverables*

3.1 The winning bidder will be required to:-

- i) Provide an Acceptable work plan to be used to conduct the WGS 84 survey at the two above mentioned airports. The work plan should include times to be taken, resources to be used and any backup by subcontracting companies.
- ii) Maintain primary control stations and other relevant WGS-84 control points at Malindi and Eldoret airports;
- iii) Resurvey and verify geodetic connection for WGS-84 control points for the Malindi and Eldoret airports;
- iv) Perform aerodrome and facility survey that include to Runway thresholds, touch down zones, and parking stands, holding positions, landing and navigational aids surveys
- v) Survey all obstacles on aerodrome surfaces as defined in ICAO annex 14 Vol.1 Chapter 4 paragraph 4.1- Obstacle Limitation Services and Annex 15 Chapter 5 Paragraph 5.3.3 (obstacle data sets) and Flight Procedure regions as defined in PANS-OPS Manual Doc 8168 vol. II.
- vi) Post process the collected survey data and conduct all the relevant obstacle analysis to generate a comprehensive report reflecting an unbroken audit trail from the survey through to final coordinates grouped into the applicable areas as guided by ICAO Annex 14 and 15.

- vii) Conduct WGS 84 survey for all the critical areas necessary for the attainment of the objectives listed above (a) to (e) for Eldoret International Airport and Malindi Airport.
- viii) Provide WGS 84 survey data for the selected two airports. This report should be in both soft in a portable hard disk (Microsoft Office excel sheets, .csv format and other suitable formats that meets the provisions of section 7.3 of ICAO Doc 9674) and two (2) hard copies (this for each Airport.) It shall as far as practicable include pictures of the area surveyed and a text description of the area and properly enumerated.

Note: Survey observations to meet or exceed the accuracy and integrity requirements stated in ICAO Annex 14, Annex 15 and ICAO Doc 9674-AN/946 (WGS-84 Manual)

4. Geographic Extent

- 4.1** The survey data should encompass Runway characteristics data, taxiway, Parking Bay and any other significant ground positions.
- 4.2 Obstacle data shall be collected and recorded in accordance with the Area 2 numerical requirements specified below:
 - a) Area 2a: a rectangular area around a runway that comprises the runway strip plus any clearway that exists. The Area 2a obstacle collection surface shall have height of 3 m above the nearest runway elevation measured along the runway centre line, and for those portions related to a clearway, if one exists, at the elevation of the nearest runway end;
 - b) Area 2b: an area extending from the ends of Area 2a in the direction of departure, with a length of 10 km and a splay of 15% to each side. The Area 2b obstacle collection surface has a 1.2% slope extending from the ends of Area 2a at the elevation of the runway end in the direction of departure, with a length of 10 km and a splay of 15% to each side. Obstacles less than 3 m in height above ground need not be collected;
 - c) Area 2c: an area extending outside Area 2a and Area 2b at a distance of not more than 10 km from the boundary of Area 2a. The Area 2c obstacle collection surface has a 1.2% slope extending outside Area 2a and Area 2b at a distance of not more than 10 km from the boundary of Area 2a. The initial elevation of Area 2c shall be the elevation of the point of Area 2a at which it commences. Obstacles less than 15 m in height above ground need not be collected;

Note: Detailed description of Areas 2a, 2b and 2c are covered in ICAO Annex 15 and PANS-AIM Doc 10066, Chapter 5 and Appendix 8.

5. Approach and Methodology

5.1 Equipment

The equipment used should provide data that will meet the obstacle data numerical requirements as specified in ICAO Doc 9674, ICAO Annex 14 and ICAO Annex 15.

5.2 Coordinate Reference System

- i) Horizontal Datum: World Geodetic System — 1984 (WGS-84)
- ii) Vertical Datum: EGM96 to be used as basis for Orthometric height
- iii) Projection: National Mapping Grid

5.3 Ground Control Points

Ground control points shall be maintained/ established (making the airport control network) by which a geodetic connection shall be made between such points and reported as per ICAO Doc 9674 (World Geodetic System- 1984(WGS-84) Manual).

5.4 Quality Assurance/Quality Checks

The Bidder shall demonstrate that it has established appropriate Quality Assurance and Quality Control System and provide the Company QA/QC Plan together with the Bid Proposal and provide the appropriate ISO Quality Certificates.

6. Deliverables

6.1 Format

Aeronautical Survey data for Malindi and Eldoret Airport shall be presented in a format that conforms to the specifications contained in the World geodetic-1984 (WGS-84) manual (ICAO Doc 9674) ICAO Annex 14 and 15.

6.2 Aerodrome survey report format. The following lists a complete reporting format for an aerodrome survey.

- a) A receipt note signed on behalf of the commissioning authority indicating the date of receipt of the survey and the number of copies of the report.
- b) Historical data giving the dates and purpose of the survey, the survey company names and personnel.
- c) Description of the method of the survey.
- d) Details of the observations made with cross references to the control survey.
- e) A facility survey plan with cross referenced witness diagrams (where necessary).
- f) Schedule of the points surveyed giving the coordinates and the date when surveyed.

- g) QC report which gives equipment calibration detail, and describes the methods used to check the survey. In addition, evidence should be provided to show that the accuracy requirements have been met.
- h) The actual observations should be provided in a separate volume indexed so that cross references can be included in the report.
- i) Annex 14 Obstacle Limitation Surfaces Survey Obstacles, Type A Chart Survey Obstacles, Annex 15 terrain and obstacle Area 2a, 2b and 2c Obstacles, Complete Listing of Surveyed Obstruction, Associated Drawings - Record/Issue Sheet and Aerodrome Obstruction Surveys – Digital Data on CD Rom.

7. Accuracy, Resolution and Integrity of Aeronautical Data.

The bidder while conducting the survey shall ensure that the data collected shall be able to meet the provisions detailed in chapter 2 of ICAO Doc 9674 and the associated quality requirements. Additionally the specifications detailed in the following documents shall be met:-

- a) **Doc 9674** — World Geodetic System — 1984 (WGS-84) Manual
- b) **ICAO Doc 10066-PANS-AIM:** Appendix 1- Aeronautical Data catalogue on Quality requirements
- c) **ICAO Doc 10066:** Appendix 8 – Terrain and Obstacle Data Requirements

8. Reporting elements

The following is a brief description of the aspects that should be reported by the bidder when compiling the survey report per airport;

- a)
 - i) Its purpose;
 - ii) The date;
 - iii) The surveyor's names and the company.
- b) **Survey method used.** This is the actual way the survey was carried out but not just a description of the theory behind the technique used.
- d) **Diagrams.** Where relevant, diagrams should be included such as for station descriptions, control networks, threshold descriptions etc.
- e) **QC report.** The Quality Control (QC) report should provide information of the equipment calibrations carried out. It should also describe the methods used to check the survey and in particular show evidence that the required accuracy for the particular data type has been achieved (see 7above).

e) **Observations** Records of the actual observations should be provided in a separate volume. Cross references should be made to the survey report.

Vertical accuracy	At least 3m
Vertical resolution	0.1m
Horizontal accuracy	At least 5m
Confidence level	90%
Integrity classification	Essential
Unit of measurement	Feet
Feature attributes (minimum set of obstacle Attributes)	<ul style="list-style-type: none"> i. Area of coverage ii. Data originator identifier iii. Data source identifier iv. Obstacle identifier v. Horizontal accuracy vi. Horizontal confidence level vii. Horizontal position viii. Horizontal resolution ix. Horizontal extent x. Horizontal reference system xi. Height xii. Elevation xiii. Vertical accuracy xiv. Vertical confidence level xv. Vertical resolution xvi. Vertical reference system xvii. Obstacle type xviii. Geometry type xix. Integrity xx. Date and time stamp xxi. Unit of measurement used xxii. Lighting xxiii. Marking

9. Qualifications of the Bidder

To qualify for award of the Contract, the bidders shall meet the following minimum qualifying criteria

9.1 Team Leader

- i) Overall Qualifications: Experience as prime contractor of a similar project of a size and nature equivalent or greater than this over the last 10 years
- ii) Evidence for the timely possession (own, lease, hire, etc.) of the essential equipment
- iii) A Project Manager with five years' experience in projects of an equivalent nature and volume, including no less than three years as Manager.

9.2 Company requirements

- a) The Bidder shall have modern digital equipment, software and technology to carry out accurate data collection, data processing, and production of the obstacle datasets as per the requirements for WGS-84 and Area 2.
- b) The Bidder should have financial capability to carry out the project including providing the documentary evidence of its financial status and stability.
- c) The Bidder shall provide documented evidence confirming that he/she has the minimum equipment as follows;
 - i) GPS and other relevant equipment for data collection as per requirements of the project;
 - ii) Software and Equipment for the DEM, DSM, Digital Terrain Model and Digital Ortho-rectified Imagery production and human capacity to complete such production within the time specified in the Project Schedule shall be as per requirements and specifications of project;
 - iii) GNSS/GPS equipment (dual frequency receivers) for surveying of the GCPs and additional control points as well as reference stations according to the specifications and requirements of the project work in the quantities necessary for the completion of the project blocks as per requirements of the Project Implementation Schedule.
- d) The Bidder shall demonstrate that it has established appropriate Quality Assurance and Quality Control System and provide the Company QA/QC Plan together with the Bid Proposal. The ISO Quality Certificates provided will be considered as an added advantage.
- e) The documented evidence confirming the compliance with the requirements above should be presented in the Bid Proposal.

9.3 Consultant's key staff

a) **Key Staff 1: Project Manager**

Should have a degree in Surveying, Geomatics or related fields and a minimum of 10 years industry experience, including a minimum of 5 years in Africa or developing countries in equatorial conditions. A relevant Master's degree is an added advantage.

Must have extensive experience in Surveying, Mapping, Project Management and contract administration and more specifically have recent service as a Team Leader/Project Manager on at least five (5) projects of comparable nature. Should possess good management and reporting skills and demonstrate proficiency and fluency in the English language.

b) **Key Staff 2: GIS/CAD Expert**

Should possess a University Degree in Surveying/Geomatics/Geospatial or equivalent or related post graduate qualification from a recognized institution. Be a Member of the Institute of Surveyors or equivalent professional body (proof of certification required).

A minimum of 5 years practical post-qualification and professional experience is required with Minimum 5 years' experience in working with GIS Software (ArcGIS 10.0 or later versions) and CAD software such as AutoCAD and Bentley Micro Station.

c) Key staff 3: Cartographer

Should possess university degree in Geomatics/Geo-information, from a recognized institution, or have attended a course in Cartography or GIS for a period of not less than Nine Months.

Must have a minimum of five (5) years post qualification experience in Cartography with demonstrated experience working on projects of similar nature. Experience of working with navigation maps and charting is an added advantage.

d) Key staff 4: Senior Surveyor

Should possess University Degree of BSc (Surveying & Photogrammetry) or equivalent and be a registered member with the Institute of Surveyors or equivalent.

A minimum of 7 years practical post-qualification experience in comparable projects is required with at least 4 years of recent experience in carrying out topographic survey and mapping of similar projects using the latest electronic survey equipment including GPS, Total Stations and associated computer applications. Experience on similar projects in East Africa will be an added advantage.

e) Key staff 5: QA/QC Expert

Should have masters or equivalent degree in Photogrammetry or similar disciplines, good practical and theoretical experience in the relevant fields and a minimum of 5 years of practical work and project management with similar assignments; good analytic skills and quality management practices providing the necessary check through policies and procedures; language proficiency – must be fluent in English.

9.4 Submission of curriculum vitae

Detailed Curriculum vitae of all relevant technical and administrative staff involved shall be submitted in the bidder's proposal

10. Reporting Requirements and Time Schedule for Deliverables

10.1 An inception report

An inception report detailing the methodology of data survey and work plan shall be submitted to KCAA two weeks after signing of the contract. The report shall include;

- i) Factors/Risks that may cause project delays;
- ii) Measures that are to be put in place by both KCAA and the bidder
- iii) Mitigation on any delays that may arise during the execution of the project.
- iv) Risk Plan register indicating clearly all the anticipated risks and proposed mitigation measures to address such risks.
- v) Survey Equipment's and accuracy

10.2 A draft report

A draft report shall be made after completing the ground survey and obstacle data extraction.

10.3 Final report

Detailed final report highlighting field work execution and all relevant information on each of the sub tasks undertaken including description of each deliverable as applicable.

Final report shall be made three months or within the achieved timelines after signing of contract. The report shall be a soft copy in a portable hard disk and two (2) printed hard copies in a folder. A soft copy of Aerodrome chart (for each airports) and Two (2) copies of aerodrome chart on A0 paper size printed in color (for each airport.)

11. Financial Proposal

- a) The financial proposal shall list all costs associated with the assignment broadly categorized as follows:
 - i) Fees (remuneration)
 - ii) Project execution costs
 - iii) Reimbursable
- b) The total proposal price shall be broken down into the following cost components using the appropriate forms:
 - i) Summary of Proposal Price (Breakdown of Lump Sum)
 - ii) Breakdown of Fees (remuneration)
 - iii) Breakdown of Project execution costs for the various project activities
 - iv) Breakdown of Reimbursable expenditure, for staff (foreign and national in the field and at headquarters); such as transportation (international and local); communication, printing etc.
- c) The total proposal price shall be broken down into the separate activities indicated in the Statement of Requirements with the cost elements expressed for each activity.
- d) The financial proposal should clearly indicate the applicable taxes calculated on the basis of the total proposal price (Total proposal to be inclusive of taxes).
- e) The completed financial proposal will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.
- f) All proposal prices shall be in Kenya Shillings.

12. Client's Input and Counterpart Personnel

12.1 counterpart personnel

KCAA will facilitate the consultants with the following:

- a) Request for approval to access the airport.
- b) Provide a Technical personnel to accompany the consultant's team where required.
- c) Coordination as necessary.

12.2 Client's Input

The bidder should put into consideration the following:

- a) Kenya government requirements for work permits to their personnel's in case of the sub-contracting foreign firm.
- b) The Aerodrome operator's requirements on airside access pass for both personnel, equipment and the vehicle.
- c) Other charges and fees to be encountered e.g. Security pass to access airside, Airside driving permit among others.

13. Project owner

KCAA designates Manager Aeronautical Information Services as the Project Coordinator.

14. Evaluation

- a) Mandatory Requirements: = Pass/Fail
- b) Technical scores: = 100 marks.
- c) Financial scores: = Lowest Evaluated bidder

Note: *Failure of a bidder at each stage shall prevent further consideration of the bid at the next stage of evaluation.*

15. Mandatory Requirements =Pass/Fail

This is a preliminary examination to determine whether the bidder is eligible and to determine administrative compliance with the basic instructions and requirements of the solicitation document.

16. Technical Evaluation – 100 marks

In order to increase objectivity in the evaluation, technical scores will be evaluated on a weighted basis whereby each evaluated item is assigned some weights based on their importance to the purchaser. Among the items to be considered are in the following clusters:

-

- a) Company experience in WGS 84 survey;
- b) Adequacy of proposed work plan and methodology;
- c) Qualifications and competence of key staff for the assignment;
- d) Company profile.

SECTION VI: - STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment

FORM OF TENDER

Date _____ Tender No. **KCAA/008/2020-2021**

To: Kenya Civil Aviation Authority, P.O BOX 30163-00100, Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers] of which is hereby duly acknowledged, we the undersigned, offer to **Provision of Consultancy Services for WGS-84 Ground & Obstacle Maintenance Survey for Malindi & Eldoret International Airports** in conformity with the said tender documents for the sum *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to consultants, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE

NAME OF TENDER: PROVISION OF CONSULTANCY SERVICES FOR WGS-84 GROUND & OBSTACLE MAINTENANCE SURVEY FOR MALINDI AND ELDORET INTERNATIONAL AIRPORTS

Name of Tenderer:

Tender Number: KCAA/008/2020-2021

NO	Item Description	TOTAL COST KSHS
1.	Provision of Consultancy Services for WGS-84 Ground & Obstacle Maintenance Survey for Malindi & Eldoret Airports as per the terms of reference provided in the tender document to be transferred to form of tender	

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- a) Prices to be inclusive of all logistical costs and all applicable taxes applicable.***
- b) Bidders must quote for the provision of services for all the stations***
- c) Bidders MUST provide a detailed breakdown of all elements and their associated costs.***

Authorized Official:

Name

Signature, date and official stamp

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business ,.....</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch (Attach letter from the bank).....</p>																																	
<p>Part 2 (a) – Sole Proprietor</p>																																	
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details 																																	
<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%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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<p>Part 2 (c) – Registered Company</p>																																	
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>(Attach certificate of incorporation)</p>					Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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2.																													
3.																													
4.																													
5.																													
<p>Date Seal/Signature of Candidate</p>																																	

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

[Name and/or description of the services]

(Hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[Name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

[Name of procuring entity](Hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

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 Procuring entity during 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

Supply.....

[Description services](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)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[Name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....
[Amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 OF THE LAWS OF KENYA

AND

IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT,

NO. 3 OF 2005.

I, of P. O. Box
being a resident of in the Republic of Kenya do hereby make
oath and state as follows: -

THAT I am the Chief Executive/Managing Director/Principal Officer /Director of
..... (name of the Candidate) which is a Candidate in
respect of Tender Number to supply goods, render
services and/or carry out works for Kenya Civil Aviation Authority and duly
authorized and competent to make this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of
Kenya Civil Aviation Authority, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents have not offered any
inducement to any member of the Board, Management, Staff and/or
employees and/or agents of Kenya Civil Aviation Authority.

THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at *by the said* }

.....}

Name of Chief Executive/Managing Director/}

Principal Officer/Director }

on this day of 2020 }

}

}

}

}

}

}

Before me

Commissioner for Oaths

}

DEPONENT

MANDATORY PRE-BID MEETING FORM

(TO BE RETURNED DULY SIGNED AND STAMPED WITH TENDER DOCUMENT)

TENDER NO: KCAA/008/2020-2021: FOR THE PROVISION OF CONSULTANCY SERVICES FOR WGS-84 GROUND & OBSTACLE MAINTENANCE SURVEY FOR MALINDI & ELDORET AIRPORTS:

THIS IS TO CONFIRM THAT ----- (COMPANY NAME) HAS MADE A PRE-BID MEETING TO KCAA HEADQUARTERS – AVIATION HOUSE - JKIA.

COMPANY REPRESENTATIVE

NAME -----

DESIGNATION-----

SIGNED -----

DATE -----

OFFICIAL STAMP

KCAA REPRESENTATIVE

NAME -----

DESIGNATION-----

SIGNED -----

DATE -----

OFFICIAL STAMP