

# KENYA CIVIL AVIATION AUTHORITY



**TENDER NO. KCAA/047/2019-2020**

## **REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF A SEARCH AND RESCUE MISSION CONTROL CENTRE AND LOCAL USER TERMINALS IN KENYA**

**DATE OF NOTICE: TUESDAY, 10<sup>TH</sup> MARCH, 2020**

**CLOSING DATE: THURSDAY, 2<sup>ND</sup> APRIL, 2020 AT  
11.00AM**

**Notes to bidders:**

- 1. All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.**
- 2. All interested bidders with clarification requests to send to email address: [procurement@kcaa.or.ke](mailto:procurement@kcaa.or.ke) on or before Friday, 20<sup>th</sup> March, 2020 at 12.00pm local time.**
- 3. There will be NO extension of closing date for this tender.**

## TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation .....	3
SECTION II. Information to consultants.....	4
Appendix to information to Consultants.....	14
SECTION III Technical Proposal .....	16
SECTION IV. Financial Proposal .....	26
SECTION V Terms of Reference .....	33
SECTION VI. Standard Forms of Contract .....	35
<b>ANNEXES:</b>	
Annex I. Large Assignments: Lump-Sum Payments .....	35
Annex II Business Questionnaire	

## **SECTION I - LETTER OF INVITATION**

Kenya Civil Aviation Authority invites **detailed technical and financial proposals** from the interested bidders for the following:

<b>Tender Ref No.</b>	<b>Tender Name</b>	<b>Closing Date/Time</b>
KCAA/047/2019-2020	Request for proposals for consultancy services for the establishment of a search and rescue mission control Centre in Kenya	<b>Thursday, 2<sup>nd</sup> April, 2020 at 11:00am</b>

A complete set of Request for Proposal (RFP) document are issued to the interested bidders through a National Open Tender who wish to apply and participate in this consultancy tender.

The Proposal submitted shall be valid for 120 days from the date of submission deadline. The completed bid documents in plain sealed envelope marked with respective tender reference number and tender name should be addressed to:-

**The Director General,  
Kenya Civil Aviation Authority,  
Aviation House  
P.O Box 30163-00100, Nairobi**

Or be deposited in the tender box located at the **KCAA Tender Box on the ground floor – Aviation House, Jomo Kenyatta International Airport Nairobi** so as to be received on or before **Thursday, 2<sup>nd</sup> April, 2020 at 11.00 am**. Tender documents shall be opened immediately thereafter in the presence of bidders' who may wish to witness the opening.

**MANAGER PROCUREMENT  
FOR: THE DIRECTOR GENERAL**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **Table of Contents**

- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposal
- 2.4 Financial proposal
- 2.5 Submission, Receipt and opening of proposals
- 2.6 Proposal evaluation general
- 2.7 Evaluation of Technical proposal
- 2.8 Public opening and Evaluation of financial proposal
- 2.9 Negotiations
- 2.10 Award of Contract
- 2.11 Confidentiality
- 2.12 Corrupt or fraudulent practices

## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 Kenya Civil Aviation Authority will select a consultant among those invited to submit a detailed proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposals. **(separate envelopes)**
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liase with the Client regarding any information that they may required before submitting a proposal. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC".
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not be more than Kshs. 1,000.00.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP 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 Client's address indicated in the Appendix "ITC". The Client 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 Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by email, cable, telex or facsimile to all invited consultants and will be binding on

them. The Client 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 RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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.

**2.3.3** 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 and 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 and 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".

**2.3.4 The Technical Proposal shall not include any financial information (should be in separate envelopes)**

**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 RFP 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 **120 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 Client 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, 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 authorised 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 Client 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 Client 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 MANDATORY REQUIREMENTS:

The Consultancy firms must meet all the mandatory requirements in order to proceed to the Technical Evaluation stage.

<b>MANDATORY REQUIREMENTS:</b>	
<b>No.</b>	<b>Mandatory Documents to be submitted</b>
1.	<b>Ineligibility:</b> - 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. This shall be based on records within KCAA.
2.	<b>Project commitment/plan</b> - Bidders MUST attach a sample project plan/work program (Provide details). KCAA expects the consultant to provide a period/schedule of activities
3.	<b>Joint Venture arrangement</b> – Local bidders with interested international firms with joint venture intentions must attach a certified signed contract/agreement commissioned/witnessed by commissioner of oaths between them specifying who the lead firm is, the roles/duties of each clearly stated in the contract and the local firm submitting the bid will be responsible in contract execution with KCAA.
4.	A copy of company registration/incorporation certificate
5.	A Valid Tax Compliance certificate
6.	The firm must have a physical address and an administrative office-(Attach a current lease agreement from landlord or trade license from the respective county)
7.	<b>Submit 1</b> original & <b>1</b> copy of each Technical and Financial Proposal - and must <b>ALL be serialized/paginated</b> accordingly. <b>Please Note:-</b> <ul style="list-style-type: none"> <li>• The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL,</b>” and the original and all copies of the <b>Financial Proposal</b> in a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” and warning: “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b>”. 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, “<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.</b>”</li> <li>• <b>Bidders must clearly indicate the total Financial Proposal for phase 1 and phase 2 respectively and provide a consolidated sum inclusive of all applicable taxes</b></li> </ul>
8.	Audited Financial statements for the last two years (2019 or 2018 & 2017)
9.	<b>Relevant experience:-</b> <ul style="list-style-type: none"> <li>• <b>Give TWO (2) companies’ references</b> that <b>your firm or member of the joint venture</b> firm has successfully provided for similar services in the last 3 years with a value of <b>KES 3 million</b> or equivalent and above on each contract. Provide a list and <b>attach TWO (2) contracts/LSOs from the clients with details of contact persons and contract price of each.</b></li> <li>• At least One (1) of the stated assignments previously done must be for establishment of a Mission Control Centre</li> </ul>
10.	<b>Provide certified CVs from your firm or the joint venture of the proposed team leader from the Consultancy who must have more than 5 years’ experience for the establishment of a search and rescue mission control Centre in Kenya. Attach certified curriculum vitae and professional certificates.</b> In addition, provide a list of at least two search and rescue center assignments previously handled, mention countries of implementation and the period undertaken by the team leader together with contacts of each of the clients.
11.	Current and valid Certificate of Registration with <b>the relevant and applicable professional bodies for all professionals.</b>
12.	Attach a duly filled, signed and stamped confidential questionnaire indicating shareholding for the applicable firms
13.	Provide a duly signed sworn Anti-corruption affidavit signed by commissioner of oaths by individual firms or by both firms in case of a joint venture)
14.	Submit a statement in the letterhead of the bidder indicating that your company and that of the joint venture if any are not insolvent, in receivership, bankrupt or in the process of being wound up
15.	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.
16.	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.

## 2.8 Evaluation of Technical Proposal

### **TECHNICAL EVALUATION CRITERIA FOR CONSULTANCY SERVICES FOR A THE ESTABLISHMENT OF A SEARCH AND RESCUE MISSION CENTRE IN KENYA:**

**N.B** Only bidders that meet **ALL** the mandatory requirements will proceed to the technical evaluation.

The Technical Evaluation pass mark **shall be 80%**.

#### **Technical Evaluation Criteria:**

<b>No.</b>	<b>Parameters</b>	<b>Maximum scores</b>
A.	<p><b>The proposal:</b> Adequacy of the proposed Work Plan &amp; Methodology in responding to the Terms of Reference.</p> <p>1. Interpretation of the Terms of Reference - 15</p> <p>2. Clarity of Work plan – clear and precise - 10</p> <p>3. Description of Deliverables - 5</p> <p style="text-align: right;"><b>Total 30</b></p>	30
B.	<p><b>Managerial and Key Personnel Competency Profiles (as per the terms of reference in the bid document)</b></p> <p>Provide certified CV from your firm or the joint venture of the proposed team leader and two other personnel from the Consultancy who must have more than 5 years’ experience in the establishment of a search and rescue mission control centre tower.</p> <p><b>Attach certified curriculum vitae and professional certificates.</b></p>	20
C.	<p><b>Experience: Business experience based on similar assignments</b></p> <p>Give TWO (2) companies’ references that your firm or member of the joint venture firm has successfully provided for similar services in the last 3 years with a value of <b>KES 3 million and above on each contract</b>. Provide a list and <b>attach TWO (2) contracts/LSOs with corresponding completion certificates from the clients</b> with details of contact persons and contract price of each.</p> <p>In addition, provide <b>a list of at least two search and rescue mission control center assignments previously handled, cost of each project, mention countries of implementation and the period undertaken</b> by the team leader together with contacts of each of the clients.</p>	20
D	<p><b>Project deliverables: (Confirm in writing that your firm/joint venture will comply and will be able to address all the items as per the project activities provided in the Terms of Reference provided in details</b></p>	15
E	<p><b>Financial resources</b></p> <p>Financial capability of the firm based on information provided in the last two years audited accounts.</p> <p>Provide a commitment that your firm is financially sound and will be able to fund this project up to the end without cash flow constraints.</p> <ul style="list-style-type: none"> <li>• Current assets : Current liabilities (4 marks)</li> <li>• Working capital (3 marks)</li> <li>• Positive profit trends for the last two years (3 marks)</li> </ul>	15
	<b>TOTAL</b>	<b>100</b>

## **2.9 Public Opening and Evaluation of Financial Proposal**

- 2.9.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client 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 Client 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 un-priced 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 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
$$Sf = 100 \times \frac{Fm}{F}$$
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;  $T + p = 1$ ) 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.
- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Negotiations**

- 2.10.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

- 2.10.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.10.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.10.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.10.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.10.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.11 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, 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 procuring entity 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 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.

- 2.10.6 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.

## **2.12 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.

## **2.13 Corrupt or fraudulent practices**

2.12.1 The procuring entity 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 procuring entity 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 to Information to Consultants**

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to Consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the Appendix herein shall prevail over those of the information to consultants.

### **Clause Reference**

- 2.1 The name of the Client is: Kenya Civil Aviation Authority
- 2.1.1 The method of selection is: Cost and Quality Based Selection
- 2.1.2 Technical and Financial Proposals are requested: Yes  
The name, objectives, and description of the assignment are as given in the tender document:
- 2.1.3 The name(s), address (es) and telephone numbers of the Client's official(s) are:

**The Director General,  
Kenya Civil Aviation Authority,  
P.O Box 30163-00100, Nairobi**

2.1.4 The Client will provide the following inputs: **(Described in the Terms of reference)**

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- 2.1.5 (i) The estimated number of professional staff months required for the Assignment is;
- (ii) The minimum required experience of proposed professional staff is: **as per the terms of reference**
- 2.1.6 Training is a specific component of this assignment: **No**
- 1.1.7 Consultants must submit an original and one additional copy of each proposal.
- 2.5.2 The proposal submission address is:  
**The Director General,  
Kenya Civil Aviation Authority,  
P.O Box 30163-00100, Nairobi**
- 2.5.3 Proposals must be submitted no later than the following date and time **Thursday, 2<sup>nd</sup> April, 2020 at 11.00am local time.**
- 2.6.1 The address to send information to the Client is  
**The Director General,  
Kenya Civil Aviation Authority,  
P.O Box 30163-00100, Nairobi**
- 2.6.3 **The minimum technical score required pass mark is 80%**
- 2.7.1 The weights given to the Technical and Financial Proposals are:  
T= \_\_\_\_\_ (0.80)  
P= \_\_\_\_\_ (0.20)
- 2.8.9 The assignment is expected to commence on at a date to be communicated to the selected consultant.

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## **SECTION III - TECHNICAL PROPOSAL**

### **Table of Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and Facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)



# 1. 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  
Request for Proposal 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-where applicable].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]:

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

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; \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT. (You may use additional paper – same format)**

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**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.

#### **4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

## 6. 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.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**8. TIME SCHEDULE FOR PROFFESIONAL PERSONNEL**

Months (in the form of a bar chart)

Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: .....

Activities Duration .....

Signature: .....

(Authorized representative)

Full Name:.....

Title:.....

Address: .....



## 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

<b>Part 1 – General:</b> Business Name ..... Location of business premises..... Plot No..... Street/Road ..... Postal Address ..... Tel No. .... Fax ..... E mail ..... Nature of Business ,..... Registration Certificate No. .... Maximum value of business which you can handle at any one time – Kshs. .... Name of your bankers ..... Branch ..... (Attach letter from the bank).....																																												
	<b>Part 2 (a) – Sole Proprietor</b> Your name in full ..... Age ..... Nationality ..... Country of origin ..... • Citizenship details .....																																											
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## **SECTION IV: - FINANCIAL PROPOSAL**

### **Notes on preparation of Financial Proposal**

- 4.1 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.
- 4.2 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.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

### Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

# 1. 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 Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:  
\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency - (ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

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				

**6. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

# **SECTION V: - TERMS OF REFERENCE**

## **DETAILED DESCRIPTION OF TERMS OF REFERENCE/REQUIREMENTS FOR THE CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF A SEARCH AND RESCUE MISSION CONTROL CENTRE AND LOCAL USER TERMINALS (LUTS) IN KENYA:**

### **INTRODUCTION**

Kenya Civil Aviation Authority (KCAA) was established on 24th October 2002 by the Civil Aviation (Amendment) Act, 2002 which had been later replaced in 2013 by the Civil Aviation Act No. 21 of 2013, which in turn was amended through the Civil Aviation (Amendment) Act 2016 to incorporate the requirements for emerging global Aviation issues.

KCAA is responsible for regulating the aviation industry in Kenya and providing Air Navigation Services within the Nairobi Flight Information Region.

To ensure efficient and effective management of search and Rescue services in Kenya KCAA is committed to establishing all Local User Terminals (LUTs) and Mission Control Centre (MCC) for the purpose of receiving emergency Beacon alerts from the COSPAS SARSAT system.

The LUTs and MCC will ensure that emergency beacons alerts within the Kenya Search and Rescue Region (SRR) and adjacent SRRs are received and distributed promptly.

### **SCOPE**

The scope of the Consultancy will entail assessing the current infrastructure, Human resources and training needs and making recommendations to support establishment of MCC and associated LUTs. Recommending requirements for and guiding the approval process for joining the COSPAS SARSAT programme. Reviewing the regulatory framework and developing draft regulations guiding the provision of MCC services. Providing technical and operational specifications for LUTs and MCC.



## **OBJECTIVE**

To avail the country and the region with faster and real time notification of alerts relating to emergency beacon holders especially ELTs fitted on aircraft operating within Kenya and all beacons registered in Kenya wherever they may be all over the world for more efficient search and Rescue services.

## **JUSTIFICATION**

The tragedies of Malaysia Airlines flight 370 and Air France flight 447 have highlighted limitations in the air navigation system which hampered timely identification and localization of aircraft in distress. This significantly hindered effective search and rescue efforts and recovery operations. The response to the gaps in SAR system is the development of Global Aeronautical Distress Safety System (GADSS) which heavily relies on aircraft distress tracking using beacon alerts.

This project is a unique opportunity for KCAA which coordinates Aeronautical Search and Rescue in Kenya to employ accurate and reliable technology to save lives through efficient distress tracking using beacons, effective distribution of the alerts to Rescue Coordination Centres (RCCs) and a more coordinated cross border and regional Search and Rescue operations.

## DESCRIPTION

The consultant will give professional advice on the following areas:

	<b>Activities</b>
1.	Assess current infrastructure, human capital and training needs and make recommendations for capacity improvement to support establishment of MCC and LUTs on the following areas : <ol style="list-style-type: none"><li>Necessary infrastructure</li><li>Optimum personnel numbers (technical and Operational)</li><li>Training requirements (technical and operational)</li></ol>
2.	Review the Kenya's regulatory framework in Search and Rescue and make recommendations for draft regulations to cover MCC services.
3.	Mission Control Centre (MCC) system elements Develop a comprehensive description of MCC system elements
4.	Mission Control Centre (MCC) Configuration specifications Develop recommendations for the MCC configuration specifications
5.	Local user terminals (LUTs) Review current COSPAS SARSAT LUTs coverage for the region and make recommendations for LUTs types and Number for the most cost effective and efficient coverage.
6.	Local user terminals (LUTs) Analyze a number of possible installation locations for reception and space requirements and recommend the most appropriate location for LUTs receivers.
7.	Make recommendations for Communication links , Internet and power requirements for MCCs and LUTs based on the selected location
8.	Provide a framework for MCC-RCCs linkage and MCC-MCCs linkage develop draft agreements for linkages.
9.	Develop a framework for approval to and joining the COSPAS SARSAT programme and give guidance to the process.
10.	Make recommendations for maintenance and support duration by system providers.

## **DELIVERABLE**

	DELIVERABLE
1	Inception Report
2	Work plan to execute the consultancy
3	Report covering item1 to 10
4	Draft regulatory framework under item 2
5.	Draft agreement templates under item 8
6.	Final Report

**Note: The reports to be submitted as three (3) sets of hard and soft copies**

### **TECHNICAL EXPERIENCE AND REQUIREMENTS**

Demonstrate Past experience in conducting a similar Consultancy or guiding the establishment of MCC or substantial experience in operating an MCC.

Indicate the cost and attach the resumes and certificates of at least two (2) key personnel.

You will also be required to provide copies of proof of past related works and recommendation letters and the name and contact details of the client representative to support past experience.

#### **A. Contract Period**

The Consultancy Services For The Establishment Of a Search and Rescue Mission Control Centre in Kenya is expected to be completed based on a mutually acceptable timeframe while the consultant is expected to provide a proposed period of project implementation.

**B. KCAA's Obligations**

KCAA shall provide any relevant and applicable resources during the execution of the contract. Details on confidentiality and other aspects of the consultancy shall be applied in the contract to be signed by KCAA and the awarded bidder.

**C. Project Owner**

KCAA Designates the Director Air Navigation Services as the Project Manager.

**SECTION VI: STANDARD FORMS OF CONTRACT**

**ANNEX I – LARGE ASSIGNMENTS - (LUMP-SUM PAYMENTS)**

**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**Large Assignments  
(Lump- Sum payment)**

**CONTENTS**

Special notes.....	iii
Contract for Consultant's Services.....	iv
I Form of Contract.....	v
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	ix
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x

2.6	Termination.....	x
2.6.1	By the Client.....	x
2.6.2	By the Consultant.....	xi
2.6.3	Payment upon Termination.....	xi
3.	Obligations of the Consultant.....	xii
3.1	General.....	xii
3.2	Conflict of Interests.....	xii
3.2.1	Consultant Not to Benefit from Commissions, Discounts, etc.....	xii- Consultant
	and Affiliates Not to Be ..... xii	
	Otherwise Interested in Project.....	xii
3.2.3	Prohibition of Conflicting Activities.....	xii
3.3	Confidentiality.....	xiii
	(i)	
3.4	Insurance to be Taken Out by the Consultant...	xiii
3.5	Consultant's Actions Requiring Client's Prior Approval.....	xiv
3.6	Reporting Obligations.....	xiv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xiv
4	Consultant's Personnel.....	xiv
4.1	Description of Personnel.....	xiv
4.2	Removal and/or Replacement of Personnel.....	xiv
5	Obligations of the Client.....	xv
5.1	Assistance and Exemptions.....	xv
5.2	Change in the Applicable Law.....	xv
5.3	Services and Facilities.....	xv
6	Payments to the Consultant.....	xv
6.1	Lump-Sum Remuneration.....	xv
6.2	Contract Price.....	xvi
6.3	Payment for Additional Services.....	xvi
6.4	Terms and Conditions of Payment.....	xvi
6.5	Interest on Delayed Payments.....	xvi
7	Settlement of Disputes.....	xvi
7.1	Amicable Settlement.....	xvi
7.2	Dispute Settlement.....	xvii

(ii)  
**Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.



(iii)

**CONTRACT FOR CONSULTANT'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

between

\_\_\_\_\_  
*[Name of the Client]*

AND

\_\_\_\_\_  
*[Name of the Consultant]*

Dated: \_\_\_\_\_*[date]*

(iv)

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

- (a) 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");
- (b) 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:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client

(v)

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

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) 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]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "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;
- (b) "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;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "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;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;

- (j) "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;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "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.

**1.6 Authorized Representative's**

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.

(viii)

- 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.

## **2. 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 and 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.

### **2.5 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.

(ix)

**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.

**2.6 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;

- (a) 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;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) 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
- (d) 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.

(x)

“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.

(e) 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;

- (a) 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
- (b) 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:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) 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.



(xi)

### 3. 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.

#### 3.2 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 or the Services and the Consultant shall not accept 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.
- Not to Benefit from Commissions, Discounts, Etc.**
- (ii) 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.
- (iii) 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

(xii)

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 Sub consultant 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 sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) 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
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his sub consultant[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 sub consultant[s] to take out and maintain, at his (or the sub consultants', 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.

**(xiii)**

**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;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

**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.

#### **4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**      The titles, agreed job descriptions, minimum qualification- 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 Sub consultants 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.

(xiv)

- (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.
- (c) 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

(xv)

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 Additional Services**
- for the purposes of determining the remuneration 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.

(xvi)

**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.

(xvii)

**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT**

**CHAPTER 15 LAWS OF KENYA**

**AND**

**IN THE MATTER OF**

**THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015**

I, ..... holder of Identity card no.....and care of P. O. Box ..... and being a resident of ..... in the Republic of Kenya do hereby make oath and state as follows: -

1. **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.
2. **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.
3. **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.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.

6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.
7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
8. **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}

}

}

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DEPONENT

Before me }

}

Commissioner for Oaths }