



Kenya Airports Authority

"Setting our sights high"

**PROVISION OF CONSULTANCY SERVICES FOR
ENVIRONMENTAL SOCIO IMPACT ASSESSMENT (ESIA)
FOR THE PROPOSED THE EXTENSION OF MALINDI
AIRPORT RUNWAY AND PREPARATION OF A
RESETTLEMENT ACTION PLAN (RAP)**

TENDER NO. KAA/OT/MLD/I507/2018/2019

May, 2019

To M/s _____

P. O. Box _____

Nairobi, Kenya.

Dear Sir,

RE: PROVISION OF CONSULTANCY SERVICES FOR ENVIRONMENTAL SOCIO IMPACT ASSESSMENT (ESIA) FOR THE PROPOSED THE EXTENSION OF MALINDI AIRPORT RUNWAY AND PREPARATION OF A RESETTLEMENT ACTION PLAN (RAP) - TENDER NO. KAA/OT/MLD/1507/2018/2019

The Kenya Airports Authority wishes to call for provision of consultancy services from registered consulting firms to carry out an Environmental and Social Impact Assessment of the PROPOSED EXTENSION OF MALINDI AIRPORT RUNWAY AND PREPARATION OF RESETTLEMENT ACTION PLAN (RAP).

The objective of the consultancy is to carry out environmental and social impact assessment of the proposed projects and prepare the resultant EIA project reports for submission to NEMA pursuant to section 58 of EMCA, 1999 and in accordance with the environmental impact assessment and audit regulations of 2003. In addition the assessment must conform to the International Civil Aviation organization (ICAO) guidelines.

The range of issues to be addressed in the ESIA will include but not limited to the following;

- Waste management – collection, handling, storage, transportation and disposal
- Disaster preparedness and management
- Noise and excessive vibration
- Adjacent land use planning and compatibility
- Additional land requirements if any and the subsequent effects of displacement
- Energy management
- Occupational Health and Safety at the construction phase
- Occupational Health and Safety at the operational phase of the project
- Storm water management and storm water quality
- Effects of increased traffic (vehicular, aircraft and passenger)
- Wake vortices
- Socio-economic impacts
- Ecological impacts including impacts on biodiversity
- Environmental emergencies e.g. oil spills
- Levels of sanitation, water supply and water pollution
- Fire hazards and bird strike hazard management
- Air quality and air pollution (local air quality and general effects of aircraft and other vehicular emissions)
- Dust pollution
- General effects on the landscape and natural environment

The Resettlement Action Plan will be prepared as per the National principles of preparation of Resettlement Action Plans (RAP).

Interested consulting firms must provide information indicating their qualification to perform the services (company profile, description of similar assignments, experience in similar projects, availability of appropriate skills among staff, etc.).

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh1,000 in cash payable to Kenya Airports Authority

Bidders may however choose to download the tender from KAA website (www.kaa.go.ke) (<https://www.kaa.go.ke/corporate/procurement/>) or Public Procurement Information Portal (www.ppip.go.ke) and thereafter bidders can forward their company's details to tenders@kaa.go.ke so that any addendum/clarifications can be send to their email address. and they can forward their company's details to procurement department so that any addendum/clarifications can be sent to their email address

Completed bid documents serialized from page one to the last page including any attachments should be submitted in plain sealed envelopes with contract reference and marked on top should be sent to the address below:

**The Managing Director/CEO
Kenya Airports Authority
P.O Box 19001-00501
NAIROBI-KENYA
Tel No 254-020-825400/22111/6611000/6612000
Fax No 254-020-822078**

Or be deposited into the tender box located on the second floor of Kenya Airports Authority so as to be received on or before **29th May 2019** at **11.00 am**. **Documents received late will not be accepted**. Technical bids will be opened immediately thereafter in the presence of candidates' representatives who choose to attend at the Kenya Airports Authority Conference Room on 5th floor.

Prices quoted must be inclusive of all taxes and should be valid for one hundred and twenty (**120**) days after the closing of the tender. Tenderers are required to note that only bidders who submit all required documents and meet the minimum technical specifications shall have their financial bids opened on notice, while others shall be returned unopened.

Note:

Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period

The Authority reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender

**GM (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR/CEO**

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for Provision of Consultancy Services for the PROPOSED EXTENSION OF MALINDI AIRPORT RUNWAY AND PREPARATION OF A RESETTLEMENT ACTION PLAN (RAP)
- 2.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Manager Environmental Services regarding any information that they may require before submitting a proposal.
- 2.4 The Kenya Airports Authority will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.5 The consultant shall bear all the cost associated with the preparation and submission of its proposal and Kenya Airports Authority will in no case be responsible or liable for the costs, regardless of the conduct or outcome of the tendering process.

2.3 Clarification and Amendment of bid Documents

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

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this bid document in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

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

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

- I. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- II. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- III. A description of the methodology and work plan for performing the assignment.
- IV. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- V. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- VI. Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- VII. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- VIII. Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the

closing time for submission of proposals shall be returned to the respective consultant unopened.

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

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

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

Public Opening and Evaluation of Financial Proposal

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

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Kenya Airports Authority shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$$Sf = 100 \times \frac{Fm}{F}$$
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.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Award of Contract

- 2.10.1 The Contract will be awarded after provision of a valid professional indemnity cover equal to the tender price. The Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Kenya Airports Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.10 Confidentiality

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

2.11 Corrupt or fraudulent practices

- 2.12.1 The Kenya Airports Authority requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The Kenya Airports Authority will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

**APPENDIX “A”
INSTRUCTION TO TENDERERS**

Clause Reference

The name of the Client is: **The Kenya Airports Authority.**

The method of selection is: **QCBS**

2.2 Technical and Financial Proposals are requested and should be submitted separately: **Yes**
A Technical Proposal only is requested: **No**

2.2 The name, objectives, and description of the assignment are: Provision of Consultancy Services for the **PROPOSED EXTENSION OF MALINDI AIRPORT RUNWAY AND PREPARATION OF RESETTLEMENT ACTION PLAN (RAP).**

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

2.4.2 Taxes: **All taxes paid**

2.5.2 Consultants must submit an original and one additional copy for each lot separately

2.5.4 Bids must be submitted no later than the following date and time:
29th May 2019 at 11.00 am.

2.6.1 The name, address and telephone numbers of the Kenya Airport Authority contact official is:
General Manager (Procurement & Logistics)
Kenya Airports Authority 2nd Floor
P.O. Box 19001 – 00501 Nairobi
Tel.020821907
E-mail: tenders@kaa.go.ke

Mandatory Preliminary Requirements

No.	Documents to be submitted	REMARKS
1.	Copy of NEMA registration certificate for the firm	Must Meet
2.	Copy of current practicing license for the firm	Must Meet
3.	Duly filled Technical Proposal form	Must Meet
4.	Copy of company’s certificate of registration/Incorporation	Must Meet
5.	A copy of valid business permit	Must Meet
6.	Copy of valid CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided.	Must Meet
7.	Copy of a Valid KRA Tax Compliance certificate	Must Meet
8.	Duly filled and stamped confidential business questionnaire	Must Meet
9.	Duly filled and signed self-declaration	Must Meet
10.	Certificate of site visit by the tenderer (Signed by both client and tenderer)	Must Meet
11.	Provide a Tender Security of KES 100,000.00 valid for 150 days from the date of tender opening.	Must Meet
12.	Attach NEMA registration certificate for the team leader	Must Meet
13.	Attach NEMA current practicing licence (lead expert) for the team leader	Must Meet

N/B:

Bidders who are not responsive to any of the above requirements shall be disqualified and will not be evaluated further.

EVALUATION CRITERIA

I. Qualification of proposed staff (30 marks)

Must have the following qualified and experienced experts /staff (attach CVs, copies of relevant academic / professional certificates, and NEMA registration certificates and current practicing License as per the table below.

STAFF	MANDATORY REQUIREMENT	REMARKS
Team Leader	<p>i. Masters in Environmental studies, Natural Sciences, Chemistry, Environmental Engineering, Environmental planning or related field, with 5 years' experience in EIA studies (proof in form of CV and Academic/professional certificate)</p> <p style="text-align: center;">Or</p> <p>ii. Bachelors in Environmental studies, Natural Sciences, Chemistry, Environmental Engineering, Environmental planning or related field with 8 years' experience in EIA studies (proof in form of CV and Academic/professional certificate)</p>	<p>Academic Qualification – 2 points</p> <p>Years of experience – 3 points</p>
Sociologist	<p>i. Masters in Sociology or a related field with 5 years' experience in EIA studies (proof in form of CV and Academic/professional certificate)</p> <p style="text-align: center;">Or</p> <p>Bachelors in socio sciences or a related field with 8 years' experience in EIA studies (proof in form of CV and Academic/professional certificate)</p> <p>ii. Attach evidence of EIA training or NEMA current practicing license.</p>	<p>Academic Qualification = 1.5 Points</p> <p>Years of Experience – 2 Points (pro-rate for less)</p> <p>Current Practicing License – 1.5 point</p>
Civil Engineer	<p>i. BSc Civil Engineering or in related field with 8 years' experience in EIA studies (proof in form of CV and Academic/ professional certificate)</p> <p>ii. Attach copy of registration by the Engineers Board.</p>	<p>Academic Qualification – 1.5 points</p> <p>Years of Experience – 2 points (pro-rate for less)</p> <p>Registration by Engineer's Board – 1.5 points</p>
OHS Expert	<p>i. Masters in OHS field with 5 years' experience in EIA studies (proof in form of CV and Academic/ professional certificate)</p> <p>ii. Attach copy of registration by Directorate of</p>	<p>Academic Qualification – 1.5 points</p> <p>Year of experience – 2 points</p>

	Occupational Safety and health Services (DOSHS)	(pro-rate for less) Registration by DOSHS – 1.5 points
Land Economist	i. Bsc in Land Economics or a related field with 5 yrs experience including preparation of a RAP (proof in form of CV and Academic/professional certificate)	Academic Qualification – 2 points Year of experience – 3 points (pro-rate for less)
Physical Planner	i. Bsc in Physical Planning or a related field with 5 yrs experience including preparation of a RAP (proof in form of CV and Academic/professional certificate)	Academic Qualification – 2 points Years of experience – 3 points (pro-rate for less)

2. Proof of firm's experience in ESIA accompanied with RAP services or related services, successfully carried out of at least two (2) project and whose average value is Kshs.5 million and above each – attach proof at the time of bid submission comprising of contracts or LSOs but not reference letters – (40 marks)

Company past works experience in the last 5 years	
• Two similar or related work with proof (Must be ESIA's of infrastructure or related projects)	20points
• One similar or related work with proof (Must be ESIA's of infrastructure or related projects)	10points
• None	0 points

Company past works experience in Preparation of RAP in the last 5 years	
• Two similar or related work with proof inform of letters of award, contract/LSOs (No reference letters)	20points
• One similar or related work with proof	10points
• None	0 points

3. Adequacy of methodology and work plan in response to Terms of Reference (TOR) – 30marks

Methodology ✓ A description of the methodology (i.e Tasks, methods, techniques and tools) (10 Points) ✓ Should contain a step by step process which indicate an understanding of the objectives of the assignment and the resultant output / deliverables ✓ The process must capture the requirements of the EIA/EA Regulations of 2003 ✓ A description on preparation of RAP (10 points)	(20 Points)
Provide a Work plan (as per the template provided)	(10Points)

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

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

2.7.2 The minimum technical score required to pass: **70 percent**

Notes:

- This is a two-envelope tender. Bidders shall submit **1** original & **1** copy of each Technical and Financial Proposal and must indicate on the Financial Proposal “**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.”
- A Pre-bid meeting shall take place on the **15th May 2019** at **10.00 am local time** at Malindi Airport – Airport Manager’s conference room.

SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS

These forms must be duly completed as per the templates provided and shall include;

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

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

(ii) FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

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

(v). TEAM COMPOSITION AND TASK ASSIGNMENTS

I. Technical/Managerial Staff

Name	Position	No. of days	Task	

2. Support Staff

Name	Position	No. of days	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Days (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(viii). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Draft Report	
2. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

Financial Proposal submission form.

Summary of costs.

Breakdown of price per activity.

Breakdown of reimbursables per activity.

Miscellaneous expenses.

(i). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

(ii). SUMMARY OF COSTS

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

(iii). BREAK DOWN OF PRICE PER ACTIVITY

ACTIVITY	Total no. of days per activity & category of staff		Rate per day (KSH.)		Total Amount (KSH.)
	Lead experts	Associate expert	Lead experts	Associate expert	
<ul style="list-style-type: none"> • Screening / scoping of project activities • Development of TOR for approval • Preparation of data collection tools • Consultations /opening meeting • Review of documents • Collection of baseline data on environmental conditions • Data validation and analysis • Collection of samples • Sample analysis • Analysis of impacts • Development of mitigation measures • Development of environmental management & mitigation plan • Development of monitoring plan • Stakeholders consultations • Draft report preparations • Draft report review with client • Costing of EMP • Incorporation of comments and preparation of final report • Submission of final report to KAA 					
SUB – TOTAL (KSH.)					-----

ACTIVITY	Total no. of days per activity & category of staff		Rate per day (KSH.)		Total Amount (KSH.)
	Lead experts	Associate expert	Lead experts	Associate expert	
Introduction					
Minimizing Resettlement					
Census and Socioeconomic Surveys					
Legal Framework					
Resettlement Sites					
Income Restoration					
Institutional Arrangements					
Implementation Schedule					
Participation and Consultation					
Grievance Redress					
Monitoring and Evaluation					
Costs and Budgets					
SUB – TOTAL (KSH.)					-----

(iv). REIMBURSABLES PER ACTIVITY

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

(v). MISCELLANEOUS EXPENSES

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

SECTION E:- TERMS OF REFERENCE

a) Background information

The scope of the proposed project will include extension of the Malindi Runway and this will involve preparation of an Environmental Socio Impact Assessment report (ESIA) that will include a Resettlement Action Plan (RAP). The assignment is expected to take 8 months due to preparation of a Resettlement action Plan for a densely populated residential area which comprises of schools, mosques, graves and shrines, boreholes, power lines, water pipes, re-routing of tarmacked public road among others public facilities. The study area for the resettlement is approximately 159ha.

b) Objective of the assignment

Airports and airfields fall under the second schedule of the Environmental Management and Co-ordination act (EMCA), 1999 – projects that must under-go environmental impact assessment. The bidder will thus be expected to carry out environmental impact assessment of the proposed projects and prepare EIA reports (PR and if required by NEMA, Study reports) for submission to NEMA pursuant to section 58 of EMCA, 1999 and in accordance with the environmental impact assessment and audit regulations of 2003. In addition the study must conform to the International Civil Aviation organization (ICAO) sectoral guidelines

c) The scope of work will entail the following;

Stage I - Preparation of ESIA report

The bidder will carry out environmental impact assessment of the proposed projects and prepare EIA reports (Project Reports and if required by NEMA, Study reports) accompanied by a non – technical summary of the key findings, conclusions and recommendations. The EIA study report will contain the following standard information;

- Location of the project
- A concise description of the national environmental legislative and regulatory framework, baseline information and any other relevant information related to the project
- Objectives of the project
- The technology to be used
- Materials to be used in construction
- By –products and waste generated by the project
- A description of the potentially affected environment
- The environmental effects of the project including socio-cultural effects, direct , indirect , cumulative , irreversible , short-term and long-term effects anticipated
- Analysis of alternatives, including project site, design and technologies and reasons for selecting the proposed site
- An environmental management plan proposing measures to eliminate, minimize or mitigate adverse environmental impacts including cost of such measures
- Action plan for prevention of accidents and hazardous activities during construction
- Health and safety measures
- An economic and social analysis of the project
- Such other matters that the client or NEMA may require

The range of issues to be addressed will include, but not limited to the following;

- Waste management – collection, handling, storage, transportation and disposal
- Disaster preparedness and management
- Noise and excessive vibration
- Adjacent land use planning and compatibility including land acquisition if necessary
- Energy management
- Occupational Health, safety and security
- Storm water management and storm water quality
- Effects of increased traffic (vehicular, aircraft and passenger)
- Socio-economic impacts
- Wake vortices
- Ecological impacts including impacts on biodiversity
- Environmental emergencies e.g. oil spills
- Levels of sanitation, water supply and water pollution
- Fire hazards and bird strike hazard management
- Air quality and air pollution (local air quality)
- General effects on the landscape and natural environment

NOTE:

1. The resultant EMP must cover the construction, operational and decommissioning phases of the proposed project.
2. The EIA process will include carrying out comprehensive public and stakeholder consultations

Stage 2 – Preparation of Resettlement Action Plans (RAP)

Preparation of Resettlement Action Plans (RAP) document which will include

The Consultant will prepare Resettlement Action Plans that satisfy the minimum requirements as set out in the National principles of preparation of Resettlement Action Plans (RAP), including but not limited to the following;

- a) Introduction
 - Briefly describe the project.
 - List project components including associated facilities (if any).
 - Describe project components requiring land acquisition and resettlement; give overall estimates of land acquisition and resettlement.
- b) Minimizing Resettlement
 - Describe efforts made to minimize displacement.
 - Describe the results of these efforts.
 - Describe mechanisms used to minimize displacement during implementation.
- c) Census and Socioeconomic Surveys
 - Provide the results of the census, assets inventories, natural resource assessments, and socioeconomic surveys.
 - Identify all categories of impacts and people affected.
 - Summarize consultations on the results of the various surveys with affected people.
 - Describe need for updates to census, assets inventories, resource assessments, and socioeconomic surveys, if necessary, as part of RAP monitoring and evaluation.
- d) Legal Framework

- Describe all relevant local laws and customs that apply to resettlement.
 - Identify gaps between local laws and World Bank Group policies, and describe project-specific mechanisms to address conflicts.
 - Describe entitlement policies for each category of impact and specify that resettlement implementation will be based on specific provisions of agreed RAP.
 - Describe method of valuation used for affected structures, land, trees, and other assets.
 - Prepare entitlement matrix.
- e) Resettlement Sites
- Does the project require community relocation sites? Have affected people been involved in a participatory process to identify sites, assess advantages and disadvantages of each site, and select preferred sites?
 - Have the affected people been involved in developing an acceptable strategy for housing replacement? Will new housing be constructed / allocated?
 - Does the project involve allocation of agricultural land or pasture/rangeland? Have the individual households that will be allocated lands been involved in identifying potential new sites, and have they explicitly accepted the selected sites?
 - Describe the specific process of involving affected populations in identifying potential housing sites, assessing advantages and disadvantages, and selecting sites.
 - Describe the feasibility studies conducted to determine the suitability of the proposed sites, including natural resource assessments (soils and land use capability, vegetation and livestock carrying capacity, water resource surveys) and environmental and social impact assessments of the sites.
 - Demonstrate that the land quality and area are adequate for allocation to all of the people eligible for allocation of agricultural land. Provide data on land quality and capability, productive potential, and quantity
 - Give calculations relating to site requirements and availability.
 - Describe mechanisms for: 1) procuring, 2) developing and 3) allotting resettlement sites, including the awarding of title or use rights to allotted lands.
 - Provide detailed description of the arrangements for site development for agriculture, including funding of development costs.
 - Have the host communities been consulted about the RAP? Have they participated in the identification of likely impacts on their communities, appropriate mitigation measures, and preparation of the RAP? Do the host communities have a share of the resettlement benefits?
- f) Income Restoration
- Are the compensation entitlements sufficient to restore income streams for each category of impact? What additional economic rehabilitation measures are necessary?
 - Briefly spell out the restoration strategies for each category of impact and describe their institutional, financial, and technical aspects.
 - Describe the process of consultation with affected populations and their participation in finalizing strategies for income restoration.
 - How do these strategies vary with the area of impact?
 - Does income restoration require change in livelihoods, development of alternative farmlands or some other activities that require a substantial amount of training, time for preparation, and implementation.
 - How are the risks of impoverishment to be addressed?
 - What are the main institutional and other risks for the smooth implementation of the resettlement programs?
 - Describe the process for monitoring the effectiveness of the income restoration measures.

- Describe any social or community development programs currently operating in or around the project area. If programs exist, do they meet the development priorities of their target communities? Are there opportunities for the project proponent to support new programs or expand existing programs to meet the development priorities of communities in the project area?
- g) Institutional Arrangements
- Describe the institution(s) responsible for delivery of each item/activity in the entitlement policy; implementation of income restoration programs; and coordination of the activities associated with and described in the resettlement action plan.
 - State how coordination issues will be addressed in cases where resettlement is spread over a number of jurisdictions or where resettlement will be implemented in stages over a long period of time.
 - Identify the agency that will coordinate all implementing agencies. Does it have the necessary mandate and resources?
 - Describe the external (non project) institutions involved in the process of income restoration (land development, land allocation, credit, training) and the mechanisms to ensure adequate performance of these institutions.
 - Discuss institutional capacity for and commitment to resettlement.
 - Describe mechanisms for ensuring independent monitoring, evaluation, and financial audit of the RAP and for ensuring that corrective measures are carried out in a timely fashion.
- h) Implementation Schedule
- List the chronological steps in implementation of the RAP, including identification of agencies responsible for each activity and with a brief explanation of each activity.
 - Prepare a month-by-month implementation schedule (using a Gantt chart, for example) of activities to be undertaken as part of resettlement implementation.
 - Describe the linkage between resettlement implementation and initiation of civil works for each of the project components.
- i) Participation and Consultation
- Describe the various stakeholders.
 - Describe the process of promoting consultation/participation of affected populations and stakeholders in resettlement preparation and planning.
 - Describe the process of involving affected populations and other stakeholders in implementation and monitoring.
 - Describe the plan for disseminating RAP information to affected populations and stakeholders, including information about compensation for lost assets, eligibility for compensation, resettlement assistance, and grievance redress.
- j) Grievance Redress
- Describe the step-by-step process for registering and addressing grievances and provide specific details regarding a cost-free process for registering complaints, response time, and communication modes.
 - Describe the mechanism for appeal.
 - Describe the provisions for approaching civil courts if other options fail.
- k) Monitoring and Evaluation
- Describe the internal/performance monitoring process.
 - Define key monitoring indicators derived from baseline survey. Provide a list of monitoring indicators that will be used for internal monitoring.
 - Describe institutional (including financial) arrangements.
 - Describe frequency of reporting and content for internal monitoring.
 - Describe process for integrating feedback from internal monitoring into implementation.

- Define methodology for external monitoring.
 - Define key indicators for external monitoring.
 - Describe frequency of reporting and content for external monitoring.
 - Describe process for integrating feedback from external monitoring into implementation.
 - Describe arrangements for final external evaluation
- l) Costs and Budgets
- Provide a clear statement of financial responsibility and authority.
 - List the sources of funds for resettlement and describe the flow of funds.
 - Ensure that the budget for resettlement is sufficient and included in the overall project budget.
 - Identify resettlement costs, if any, to be funded by the government and the mechanisms that will be established to ensure coordination of disbursements with the RAP and the project schedule.
 - Prepare an estimated budget, by cost and by item, for all resettlement costs including planning and implementation, management and administration, monitoring and evaluation, and contingencies.
 - Describe the specific mechanisms to adjust cost estimates and compensation payments for inflation and currency fluctuations.
 - Describe the provisions to account for physical and price contingencies.
 - Describe the financial arrangements for external monitoring and evaluation including the process for awarding and maintenance of contracts for the entire duration of resettlement.
- m) Annexes
- Copies of census and survey instruments, interview formats, and any other research tools
Information on all public consultation including announcements and schedules of public meetings, meeting minutes, and lists of attendees. Monitoring and reporting on RAP implementation.

The entire process is estimated to take a maximum of 8months.

Payment Terms:

- **10% of the contract sum --- shall be paid upon submission and acceptance by the Client of the Inception Report;**
- **20% of the contract sum--- shall be paid upon submission and acceptance by the Client of Final ESIA and RAP Report;**
- **70% of the contract sum -- shall be paid upon acceptance of ESIA and RAP Report and Licence issued by NEMA**

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I 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.

Part I General

Business Name

Location of Business Premises

Plot No.....Street/Road

Postal addressTel No.Fax Email

Nature of Business

Registration Certificate No.....

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

CERTIFICATE OF BIDDER'S VISIT TO SITE



This is to certify that I
(Name of bidder or his Representative)
of the firm of
(Name of Firm Quoting)
in the company of
(Name of K.A.A. Representative conducting the visit)

Visited the site in connection with the Tender for: Provision of Consultancy Services for Environmental and Socio Impact Assessment (ESIA) and Preparation of a Resettlement Action Plan (RAP) for the Proposed Extension of Malindi Airport Runway

Tender no. KAA/OT/MLD/1507/2018/2019

Having previously studied the Tender Documents, I carefully examined the Site and more so the site that requires the Resettlement Action Plan.

I have made myself familiar with all the local conditions likely to influence the service (especially the densely populated residential area which comprises of schools, mosques, graves and shrines, boreholes, power lines, water pipes, re-routing of tarmacked public road among others public facilities) and the cost thereof.

I further confirm that I am satisfied with the description of the service and the explanations given by the said Representative and that I understand perfectly the work to be done as specified and implied in the execution of the Contract.

Signed Date
(Bidder or his Representative)

Signed Date
(Kenya Airports Authority's Representative conducting the visit)

SECTION VI:

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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CONTRACT FOR CONSULTANT'S SERVICES

BETWEEN

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

FORM OF CONTRACT

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

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

WHEREAS

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

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

- The General Conditions of Contract;
- The Special Conditions of Contract;
- The following Appendices: **[Note:**
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Breakdown of Contract Price in Local Currency
 - Appendix D: Services and Facilities Provided by the Client

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

The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [name of client]

[full name of Client's authorised representative] _____

[title]_____

[signature]_____

[date]_____

For and on behalf of _____ [name of consultant]

[full name of Consultant's
authorized representative]_____

[title]_____

[signature]_____

[date]_____

GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

I.1 Definitions

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

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

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

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

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

“GC” means these General Conditions of Contract;

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

“Local Currency” means the Kenya Shilling;

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

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

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

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

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

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

- I.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.
- I.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.
- I.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.
- I.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- I.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Termination

- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - if the Consultant becomes insolvent or bankrupt;
 - if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

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

if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

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

2.6.3 Payment upon Termination

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

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

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

OBLIGATIONS OF THE CONSULTANT

3.1 General

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

Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

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.

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

Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

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

- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- entering into a subcontract for the performance of any part of the Services,
- appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and 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.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for 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.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
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1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex;

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

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

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

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

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

The risks and coverage shall be:

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

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

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

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

Payments shall be made according to the following schedule:

The Consultant will be paid in accordance with Article 3 of the agreement and will be as follows:

Payment Terms:

- **10% of the contract sum --- shall be paid upon submission and acceptance by the Client of the Inception Report;**
- **20% of the contract sum--- shall be paid upon submission and acceptance by the Client of Final ESIA and RAP Report;**
- **70% of the contract sum -- shall be paid upon acceptance of ESIA and RAP Report and Licence issued by NEMA**

LETTER OF NOTIFICATION OF AWARD

Kenya Airports Authority
P. Box 19001-00501
Nairobi

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

MANAGING DIRECTOR

**SELF-DECLARATION FORM
ANTI-CORRUPTION DECLARATION**

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

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

1. The person shall be disqualified from entering into a contract for the procurement; or
2. If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
3. The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have
4. Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

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

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

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

Company Seal/Business Stamp