



**REQUEST FOR PROPOSALS
FOR DEVELOPMENT OF A PROCUREMENT POLICY AND PROCEDURES MANUAL FOR
KENYA AIRPORTS AUTHORITY**

CAA/RFP/HQ/1537/2018-2019

JUNE 2019

Table of contents	Page
SECTION I: - LETTER OF INVITATION	3
SECTION II: - INFORMATION TO CONSULTANTS (ITC).....	4
2.1 Introduction	4
2.3 Preparation of Technical Proposal	5
2.4 Preparation of Financial Proposal.....	6
2.5 Submission, Receipt, and Opening of Proposals	7
2.6 Proposal Evaluation General.....	7
2.7 Evaluation of Technical Proposal -	8
2.8 Public Opening and Evaluation of Financial Proposal	8
2.9 Negotiations	9
2.10 Award of Contract	10
2.11 Confidentiality	10
2.12 Corrupt or fraudulent practices	10
APPENDIX TO INFORMATION TO CONSULTANTS	11
REQUIREMENTS FOR JOINT VENTURE	14
Annex 2:	15
EVALUATION CRITERIA.....	15
1. Preliminary Evaluation Criteria (MANDATORY).....	15
2. Technical Evaluation Criteria.....	15
c) Financial Proposal Evaluation Criteria:.....	18
SECTION III: - TERMS OF REFERENCE	20
BACKGROUND INFORMATION AND TERMS OF REFERENCE (TOR)	20
1.0 KAA'S MANDATE	20
2.0 Project Background	20
3.0 Objectives of the assignment.....	20
4.0 Scope of Services	21
5.0 Main Tasks of this Assignment	21
SCHEDULE OF COMPLIANCE	23
Technical compliance table 2.0	23
5.0 Data Services, Personnel and Facilities to be provided by the Client	24
6.0 Schedule of requirements	24
7.0 Terms of Payment	25
SECTION IV: - TECHNICAL PROPOSAL.....	26
1. TECHNICAL PROPOSAL SUBMISSION FORM	27
2. COMMENTS AND SUGGESTIONS ON TOR	28
3. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN	29
4. TEAM COMPOSITION AND TASK ASSIGNMENTS	30
5. FORMAT OF CURRICULUM VITAE (CV)	31
6. Completion and Submission of Reports	32
SECTION V: - FINANCIAL PROPOSAL.....	33
1. FINANCIAL PROPOSAL SUBMISSION FORM	34
2. SUMMARY OF COSTS	35
PRICE SCHEDULE: DEVELOPMENT OF PROCUREMENT POLICY & PROCEDURES MANUAL.....	36
SECTION V: - STANDARD FORMS OF CONTRACT.....	38
I. SAMPLE CONTRACT FOR CONSULTING SERVICES LARGE ASSIGNMENTS	39
II. GENERAL CONDITIONS OF CONTRACT	42
Appendices (where applicable)	52

SECTION I: - LETTER OF INVITATION

DATE: 4TH JUNE, 2019

TENDER REF NO.: KAA/RFP/HQ/I537/2018-2019

TENDER NAME: REQUEST FOR PROPOSALS FOR DEVELOPMENT OF A PROCUREMENT POLICY AND PROCEDURES MANUAL FOR KENYA AIRPORTS AUTHORITY

The Kenya Airports Authority invites sealed bids from eligible candidates to undertake the following consultancy through a request for proposals: **Provision of Consultancy Services for Development of a Procurement Policy and Procedures Manual for Kenya Airports Authority**

The objective of this consultancy is to develop a procurement policy and a procedures manual for a hybrid of a decentralized and a centralized procurement system in line the Public Procurement and Asset Disposal Act, 2015 and best practice. The scope of the consultancy will include development of a policy and procedures manual, capacity building of various persons involved in the procurement processes which will include the management, user departments, Functional support departments and Procurement & Logistics function who are all integral in ensuring an efficient and effective procurement process. More details of the requirements are provided in the terms of reference herein.

1.1 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.2 Completed tender documents serialized from the first to the last page including all the attachments are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box** located on the 2nd Floor of Kenya Airports Authority Headquarters, and be addressed to

**Managing Director,
Kenya Airports Authority,
Airport North Road.
P. O. Box 19001-00501.
NAIROBI**

so as to be received on or before **25th June 2019 at 11.00 a.m.**

1.3 Prices quoted should be net inclusive of all taxes and delivery, must be in Kenya Shillings and shall remain valid for 120 days from **25th June 2019 at 11.00 a.m.**

**GENERAL MANAGER
PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a 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 Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 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 Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. 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”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 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 exceed N/A
- 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 mail, 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.

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 RFP documents. The Financial Proposal should follow Standard Forms (Section V). 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 60 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, 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 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 **SEPARATE** 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 Evaluation of Technical Proposal -

2.7.1 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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	(0-10)
Total Points	<u>100</u>

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 "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 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 three (3) 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 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. 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 Negotiations

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 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.
- 2.9.5 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.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 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.

2.11 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.

2.12 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 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 Airports Authority**

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**

2.1.2 Technical and Financial Proposals are requested: **YES**

The name, objectives, and description of the assignment are:

Name: **Provision of Consultancy Services for Development of a Procurement Policy and Procedures Manual for Kenya Airports Authority**

Objectives: These are:

- To develop a procurement policy and procedures manual for a hybrid of a decentralized and centralized procurement system;
- To align the procedures manual in line with the Public Procurement and Asset Disposal Act, 2015 and attendant regulations;
- To align work flow processes in line with SAP systems currently in use;
- To facilitate capacity building in the roll out of the policies and procedures manual as appropriate as per requirement.

2.1.3 A pre-proposal conference will be held: **NO**

2.1.4 The Client will provide the following inputs:

- i. Working office with Internet for consultants
- ii. Audio-Visual Facilities (Projector and Speaker(s))
- iii. Training venues

2.3.3 (i) The estimated contract period required for the assignment is; **Three (3) months with periodic deliverables**

(ii) The minimum required experience of proposed professional staff is:

Lead Consultant

Must be a holder of a relevant Bachelor's Degree and licensed practitioner (Provide certificate from Kenya Institute of Supplies Management) with minimum (15) years in procurement & supply chain management or consulting besides other qualifications as per the evaluation criteria below.

Associate Consultant- Statutory Compliance

Must be a holder of a Bachelor's Degree in Law and licensed practitioner (Provide certificate from Kenya Institute of Supplies Management) with minimum (7) years in consulting besides the other qualifications as per the evaluation criteria below.

Associate Consultant- Capacity Building

Must be a holder of a Bachelor's Degree in Education or a related field and licensed practitioner (Provide certificate from Kenya Institute of Supplies Management) with minimum (7) years in procurement & Supply management training besides the other qualifications as per the evaluation criteria below.

Associate Consultant - SAP SRM/MM Subject Matter Expert

SAP Certification: **Certified Application Associate – MM and/or SRM** (Provide certificate) with minimum three (3) years working besides the other qualifications as per the evaluation criteria below.

2.3.4 (i) Training is a specific component of this assignment: **Yes**

(ii) Additional information in the Technical Proposal includes:
See Terms of Reference

2.5.2 Consultants must submit an **original** and **one** additional copy of each proposal (**technical and financial. It SHALL be in SEPARATE Envelopes as per instructions**).

The Technical Proposal shall include the following:

1. Preliminary requirements
2. Technical requirements

Note: The technical proposal shall not include any financial information required under the financial proposal

The Financial Proposal shall include the following:

1. Duly filled and signed Form of financial proposal
2. Priced schedule

Submission of financial should be in a separate envelope

Note: Prices quoted in foreign currencies shall be converted at the Central Bank of Kenya mean rate prevailing on the date of tender opening for purposes of evaluation.

2.5.3 The proposal submission address is:

**Managing Director,
Kenya Airports Authority,
Airport North Road.
P. O. Box 19001-00501.
NAIROBI**

Proposals shall be deposited in the tender box located on 2nd Floor KAA HQ. Bulky documents shall be received at the office of the General Manager Procurement and Logistics.

Information on the outer envelope should also include: **TENDER NUMBER AND DESCRIPTION**

- 2.5.4 Proposals must be submitted no later than the following date and time: **25th June 2019 at 11.00 a.m.** The opening shall be at Procurement Conference Room on 2nd Floor KAA HQ.
- 2.6.1 The address to send any information/clarifications to the Client is: tenders@kaa.go.ke
- 2.7 Evaluation criteria shall be as below;

Annex I:

REQUIREMENTS FOR JOINT VENTURE

Tenderers may submit bids as joint ventures. Bids submitted by a joint venture (JV) of two or more firms (consortium), shall comply with the following requirements:

- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners of the JV shall be nominated and authorized as being lead partner. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows: -
 - (i.) For local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) For a foreign partner of the JV, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead partner shall be authorized to incur liability and receive instructions for and on behalf of all the partners of the joint venture and the entire execution of the contract, including payment shall be done exclusively with the lead partner.
- e) The Joint Venture shall be legally registered and a copy of this joint venture agreement shall be submitted as part of the tender response, including following:
 - I. Registration details of the companies
 - II. Particulars of directors of the companies and location
 - III. Evidencing effective control by the Kenyan partner through shareholding of a **minimum of 51%** in case of a member of the joint venture being a foreign firm.
- f) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- g) A Bidder shall NOT submit or participate in more than one bid for this tender. A Bidder will be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder participates in more than one bid. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved or where a partner in a joint venture is participating in more than one joint venture.

At least one director from each company or firm that is a party to the JV MUST sign the JV agreement. A copy of the agreement entered into, MUST be notarized by an Attorney and shall be submitted with the tender.

**Annex 2:
EVALUATION CRITERIA**

I. Preliminary Evaluation Criteria (MANDATORY)

No.	Requirement	Compliance
1	Certificate of Registration/Incorporation (Kenyan registration)	Mandatory
2	Valid KRA Tax Compliance Certificate	Mandatory
3	Duly completed self-declaration Form	Mandatory
4	Duly completed confidential business questionnaire	Mandatory
5	Submit tender security of Kenya Shillings Fifty Thousand (KES 50,000/-) and shall be valid for one hundred and fifty days (150) from the date of closing of the tender from a bank operating in Kenya or insurance firm approved by Public Procurement Regulatory Authority (PPRA).	Mandatory
6	Provide valid business permit/ license stating county of operation.	Mandatory
7	Provide copy of updated CRI2 or equivalent from country of origin- in case of joint venture with a foreign company, providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CRI2 or equivalent from country of origin of such a company shall be provided. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names	Mandatory

Bidders who do not meet any of the above requirements shall be disqualified and will not be evaluated further.

2. Technical Evaluation Criteria

The scoring criteria for technical proposals will be as follows: -

Part I: Mandatory technical compliance

Bidders are required to complete the technical compliance table, **(Section III – Terms of Reference table 2.0)** as a mandatory requirement, **failure to comply shall lead to disqualification from further evaluations.**

Part 2: Capability Technical Evaluation

The scores distribution below replaces what is provided **on the information to consultants clause 2.7**. The scoring for the technical proposal will consist of responses to vendor technical capability as per the criteria below: -

To **qualify** for financial evaluation, a Tenderer **MUST** score a **minimum of 70** out of the possible **100 points** on the technical evaluation.

(Points distributions in relation to clause 2.7.1.)

No	Item	Scoring Criteria	Weights	Score
1	GENERAL EXPERIENCE			
1.1	<p>Bidder must have been involved in the development of procurement policies and procedures manual.</p> <p>Bidder shall provide at least three (3) firms where they have successfully developed procurement policies and procedures manual. – 15 points (5 points for each firm).</p> <p>Works to have been done in the last four (4) years or since the enactment of the Public Procurement and Asset Disposal Act, 2015. – 15 points (5 points for each firm or prorate for less).</p> <p>Note: Bidder must submit copies of documentary evidence for each firm such as contracts or LPO. The contract/LPO shall be accompanied with a completion certificate or a letter to confirm similar works or services done or ongoing.</p> <p>Failure to submit documentary evidence/proof shall attract zero points on the above. –</p>	Maximum 30 points.	30	
2	KEY PERSONNEL			
	The tenderer shall provide at a minimum the following 4 key personnel/individual consultants with the following minimum qualification and experience. Bidder MUST Submit CV's, using the template provided in Section IV – Technical proposal (Form 5) & Certificates of:-			
2.1	<p>Lead Consultant</p> <ul style="list-style-type: none"> • Minimum qualification of a relevant Degree from a recognized Institution (attach copy of certificate)- 1 point • Fifteen (15) years working experience – 5 points or prorate for less • Involved in at least three (3) similar projects. – 12 points or prorate for less 	Maximum 20 points	20	

No	Item	Scoring Criteria	Weights	Score
	<ul style="list-style-type: none"> Licensed Procurement practitioner (Provide certificate) – 2 points 			
2.2	<p>Associate Consultant –Legal & Statutory Compliance - (At least 1)</p> <ul style="list-style-type: none"> Minimum qualification of a Degree in Law from a recognized Institution (attach copy of certificate) - 1 point Minimum Seven (7) years working experience – 3 point or prorate for less Involved in two (2) similar projects. - 6 points or prorate for less Licensed Procurement practitioner (Provide certificate) – 1 points An Advocate of the High Court of Kenya (Provide certificate) – 1 point 	Maximum 12 points.	12	
2.3	<p>Associate Consultant – Capacity Building (At least 1)</p> <ul style="list-style-type: none"> Minimum qualification of a Bachelor Degree in Education or Related Field from a recognized University (attach copy of certificate) – 1 point Minimum seven (7) years working experience – 3 point or prorate for less Involved in four (4) in-house training on public procurement. (Provide proof) – 4 points or prorate for less Licensed Procurement Practitioner. (Provide certificate) – 2 points. 	Maximum 10 points.	10	
2.7	<p>Associate Consultant -SAP SRM / MM Expert - (At least 1)</p> <ul style="list-style-type: none"> Minimum qualification of Degree in Procurement or Related Field from a recognized Institution (attach copy of certificate)- 1 point Minimum three (3) years working experience – 2 points or prorate for less Involved in two (2) SRM/MM implementation/configuration/ upgrade projects. - 2 points or prorate for less SAP MM & SRM certified (Provide certificate) – 2 points (1 point for each module certified) Licensed Procurement Practitioner. (Provide certificate) – 1 points. 	Maximum 8 points	8	
3	Training Requirement			
3.1	Provide a two (2) days training plan for a lot consisting of a maximum of (20) employees which will include User departments & Functional departments at a training venue to be provided by the client at selected airports.	Maximum 8 points	8	

No	Item	Scoring Criteria	Weights	Score
4	Project Methodology			
	Tenderers must provide a detailed project methodology and project plan for performing the assignment and should consist of: <ul style="list-style-type: none"> • Project lifecycle that sets out the overall phases of the project. - 3 point • Precedence diagrams that describe the dependencies between the different work packages. - 3 points • Resource plan consisting of Responsibility of assignment matrix, organization breakdown structure, delegation schedules and project roles descriptions. - 3 points • Gantt chart that sets out the timeline of the project- showing when each activity is scheduled to start and finish. - 3 point 	Maximum 12 points	12	
TOTAL SCORE TECHNICAL SCORE			100	
TOTAL EVALUATED SCORE				
Minimum Technical Score			70%	

Each responsive proposal will be given a technical score (St). If it fails to achieve the minimum technical score of 70% and above, the bidder shall be automatically disqualified.

N/B: The Authority may conduct due diligence on the information provided.

Bidders are required to paginate their tender document from the first to the last page including the attachments

In case of a joint venture, bidders are required to submit the power of Attorney authorizing the signatory of the tender to commit the Tenderer. The local partners of the JV shall be nominated and authorized as being lead partner. Refer to Annex I on Joint venture and comply

The weights given to the Technical and Financial Proposals are:

T= 0.7 (Technical Weight)

P= 0.3 (Financial Weight)

c) Financial Proposal Evaluation Criteria:

Submission of financial proposal should be in a separate envelope

The formulae for determining the financial score (SF) shall be as follows:

The lowest cost proposal will be awarded 30 points. Other cost proposals will be awarded proportionate points as per formula:

Lowest Priced Financial Proposal among the Qualified ÷ Price Proposal under Consideration x30

Overall Ranking: Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: - $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Award of Contract

The contract for this assignment will be awarded to the bidder with the highest combined technical and financial score subject to negotiation and due diligence.

2.8.5 Alternative formulae for determining the financial scores is the following:

No change to the formula, however the weights shall be as below;

The weights given to the Technical and Financial Proposals are:

$T = 0.7$ (Technical Weight)

$P = 0.3$ (Financial Weight)

2.10.2 The assignment is expected to commence within **fourteen days from the date of issuance of LPO/signing of contract**. The location of the assignment will be KAA HQ, Nairobi.

SECTION III: - TERMS OF REFERENCE

BACKGROUND INFORMATION AND TERMS OF REFERENCE (TOR)

1.0 KAA'S MANDATE

Kenya Airports Authority (KAA) is a Government Agency mandated to provide and manage aviation infrastructure, facilities and services in Kenya. KAA's detailed mandate includes:

- a) administering, controlling and managing aerodromes in the country;
 - b) providing and maintaining facilities necessary for efficient operations of aircraft;
 - c) providing rescue and firefighting equipment and services;
 - d) constructing, operating and maintaining aerodromes and other related activities;
 - e) constructing or maintaining aerodromes on an agency basis on the request of any Government Department; and
 - f) providing such other amenities or facilities for passengers and other persons using the services or facilities provided by the Authority.
- e) Approve the establishment of private airstrips and control of operations thereof

KAA manages 18 aerodromes as follows:

- Four (4) international Airports- Jomo Kenyatta International Airport (JKIA), Moi International Airport (MIA), Eldoret International Airport (EIA) and Kisumu International Airports (KIA);
- 5 Domestic Airports- Wilson, Malindi, Lokichoggio, Isiolo and Wajir; and
- 9 Airstrips- Ukunda, Manda, Kitale, Nanyuki, Garissa, Kabunde, Lodwar, Kakamega, and Eldoret.

2.0 Project Background

The Authority processes its procurement proceedings through SAP **integrated ERP system which was implemented in 2013** with specific modules on procurement being SAP ERP, SAP SRM and SAP MM.

A need has a risen to develop a procurement policy and procedures manual that is aligned to the Public Procurement and Asset Disposal Act, 2015 and best practice in a hybrid decentralized and centralized procurement system.

3.0 Objectives of the assignment

The main objective of the consultancy will be to develop a Procurement policy and Procedures Manual to be used as a reference point to give assistance to all who will be involved in the procurement process and also to be used to measure achievement of key outcomes in the procurement cycle.

Specifically, the Manual is intended to;

- i Improve the level of compliance to public procurement procedures
- ii Enhance the knowledge and hands on skills of all those involved in the procurement and asset disposal cycle
- iii Increase staff awareness of the procurement processes
- iv Assist staff to apply the knowledge to support procurement activities and contribute to overall performance of the organization
- v Provide our stakeholders in the procurement process with clear and customized step-by- step guidelines for various activities.

4.0 Scope of Services

The successful consultant engaged to undertake the assignment shall be expected to develop and deliver through consultative mechanism a comprehensive Procurement policy and Manual that capture all the process within KAA and align each process in compliance with the existing Procurement law (PPADA 2015), Regulations and Circulars (PPRA & National Treasury).

The tasks associated with this project are broadly classified into four categories namely:

- To develop a procurement policy and procedures manual for a hybrid of a decentralized and centralized procurement system;
- To align the procedures manual in line with the Public Procurement and Asset Disposal Act, 2015 and attendant regulations;
- To align work flow processes in line with SAP systems currently in use;
- To facilitate capacity building in the roll out of the policies and procedures manual as appropriate as per requirement.

5.0 Main Tasks of this Assignment

The expected outcome from this project is a detailed Procurement policy and Procedures manual that will be the first point of reference on all procurement and asset disposal proceedings being undertaken in the Authority and in particular the consultant will be expected to undertake but not limited to the following:

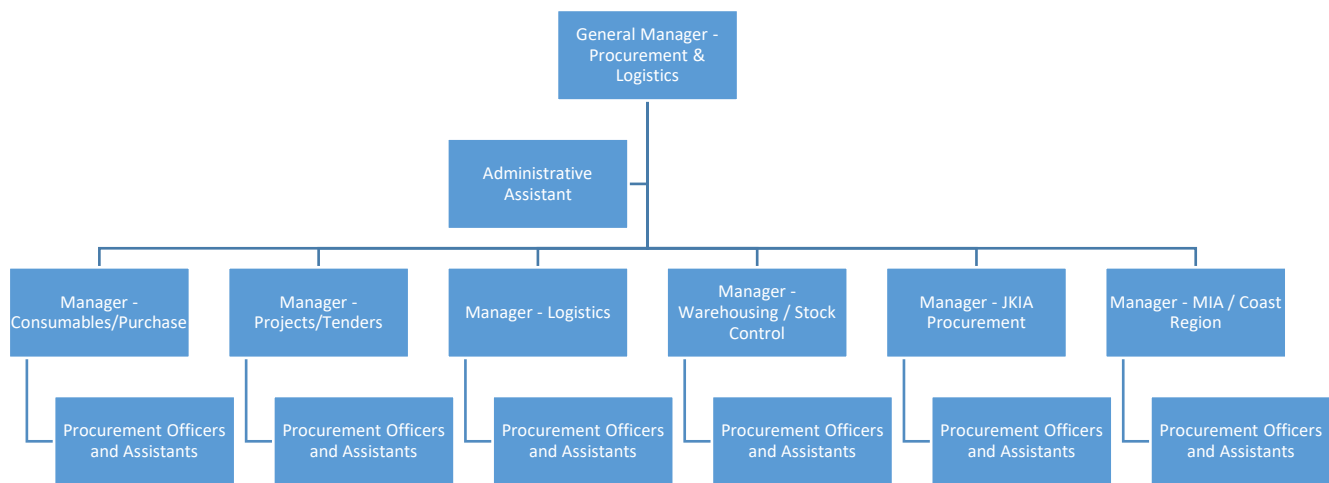
- a. Engage in consultations/interviews with various stakeholders in the procurement cycle;
- b. Spell out standard procurement practices and procedures and the processes to be followed;
- c. Provide easily understood advice, guidance and operation instructions on all matters relating to procurement of goods, works, consulting service and non-consulting services;
- d. Provide procurement guidelines that are in compliance to the existing legal framework;
- e. Provide a basic training tool on procurement and asset disposal and a reference document for persons involved in making procurement decisions;
- f. Train and capacity build the target group on the development and use of the manual;
- g. Spell out the roles of the various committees involved in the procurement and disposal proceedings and their composition;
- h. Supplier selection, evaluation and registration procedures;
- i. Standard Bidding documents and evaluation criteria;
- j. Contract Management;
- k. Stock control procedures;
- l. Disposal procedures.

6.0 Overview of the Procurement & Logistics Function at KAA

The Department is headed by a General Manager and currently consists of Four Sections namely: -

- Warehouse & Stock Control/ Stores
- Logistics & Procurement planning
- Projects/Tenders
- Purchases & Consumables

Below is the current Functional Structure



SCHEDULE OF COMPLIANCE

Bidders shall provide a schedule of compliance listing every sub clause of the following service requirements, with the words “**Shall Comply** ” or “**Shall not comply**”.

Technical compliance table 2.0

The following mandatory scope should be provided:

TABLE 2.0

Solution	Minimum requirements	Bidders Statement of Compliance (state on each item if Shall comply or Shall NOT comply)																								
Project Deliverables	Development of a comprehensive project charter; which includes project work plan and change management program for development of the procurement policy and procedures manual.																									
	Provide a draft table of content of the Policy and Procedure manual as per your understanding which should incorporate all possible processes including donor funded projects and Asset Disposal process																									
	Identify any functional & technical issues that may arise during the project implementation.																									
	Provide User departments & Functional Support Departments Trainings in lots consisting of not more twenty (20) KAA employees at selected airports:																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>Airport</th> <th>Expected No of Staff to be trained in lots of 20 each</th> <th>Venue</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Jomo Kenyatta</td> <td>120</td> <td>Head Office</td> </tr> <tr> <td>2</td> <td>Mombasa</td> <td>40</td> <td>Mombasa</td> </tr> <tr> <td>3</td> <td>Wilson</td> <td>20</td> <td>Wilson Airport</td> </tr> <tr> <td>4</td> <td>Kisumu</td> <td>20</td> <td>Kisumu Airport</td> </tr> <tr> <td>5</td> <td>Eldoret</td> <td>20</td> <td>Eldoret Airport</td> </tr> </tbody> </table>	No.	Airport	Expected No of Staff to be trained in lots of 20 each	Venue	1.	Jomo Kenyatta	120	Head Office	2	Mombasa	40	Mombasa	3	Wilson	20	Wilson Airport	4	Kisumu	20	Kisumu Airport	5	Eldoret	20	Eldoret Airport	
	No.	Airport	Expected No of Staff to be trained in lots of 20 each	Venue																						
1.	Jomo Kenyatta	120	Head Office																							
2	Mombasa	40	Mombasa																							
3	Wilson	20	Wilson Airport																							
4	Kisumu	20	Kisumu Airport																							
5	Eldoret	20	Eldoret Airport																							
To include cost of at least two trainers including air tickets but not cost associated to the venue. The training session shall be for a period of at least two days.																										
Collate feedback from the trainings and include in the final Procurement Policy & Procedures manual ready for printing/ uploading in Q-Pulse																										

5.0 Data Services, Personnel and Facilities to be provided by the Client

KAA will provide the following to facilitate the training:

- Consultant's project office equipped with internet
- Projector
- Training venues

6.0 Schedule of requirements

The requirements are as specified above

REQUEST FOR PROPOSALS FOR DEVELOPMENT OF A PROCUREMENT POLICY AND PROCEDURES MANUAL FOR KENYA AIRPORTS AUTHORITY

The expected delivery period shall be as follows:

No	Bill of Quantities	Deliverable	Delivery Period
1	Bill 1	Development of Draft Procurement Policies & Procedures manual	Within five (5) Weeks after contract signing
2	Bill 2	Capacity Building on the Procurement Policies & Procedures manual	Within five (5) weeks after approval of the draft manual.
3	Bill 3	Submission of the final Procurement Policies & Procedures manual	Within two (2) weeks after completion of the capacity building.

7.0 Terms of Payment

The Consultant will provide certified invoices as follows:

No	Bill of Quantities	Deliverable	Payment Plan
1	Bill 1	Development of Draft Procurement Policy & Procedures manual	Fifty per cent (50%) of cost related to Procurement Policy & Procedures manual will be paid on provision of draft Procurement Policy & Procedures manual and approval by the Contract Implementation Committee.
2	Bill 2	User departments & Functional Support Departments Trainings in lots consisting of not more than twenty (20) KAA employees at selected airports.	<ul style="list-style-type: none"> ➤ 50 % of bill 2 cost upon successful delivery of supporting documents (Deliverables: Blueprint document, training attendance sheets/certificate of attendance covering JKIA and Wilson Airports. ➤ 40 % of bill 2 cost upon successful delivery of supporting documents (Deliverables: Blueprint document, training attendance sheets/certificate of attendance covering all the other airports. ➤ 10% retention shall be paid on completion of 6 months' after the roll out the Policy and Procedures Manual and GO-LIVE.
3	Bill 3	Presentation of the Final approved Document, Printing and submission of 50 No. well bounded hard copies plus 5 soft copies in an acceptable form.	The residual costs (50%) of Bill 1 will be paid on presentation of the Final and approved Procurement Policy & Procedures manual.

SECTION IV: - 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.

I. TECHNICAL PROPOSAL SUBMISSION FORM

_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide training 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].

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. COMMENTS AND SUGGESTIONS ON TOR

COMMENTS AND SUGGESTION ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

3. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN

DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT

4. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Position	Task

5. FORMAT OF CURRICULUM VITAE (CV)

FORMAT OF CURRICULUM VITAE 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.]

6. Completion and Submission of Reports

Reports	No. of days from date of signing the contract

SECTION V: - 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

I. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer Consultancy Services for Development of a Procurement Policy and Procedures Manual for Kenya Airports Authority 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 all taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

PREAMBLE TO THE PRICE SCHEDULE

- a)** The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.
- b)** The brief description of the items in the Price Schedule is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Technical Specifications for the full direction and description of work and materials.
- c)** The Quantities set forth in the Price Schedule are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Supplier that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Price Schedule. The basis of payment shall be the Supplier's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d)** The prices and rates inserted in the Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.
- e)** A price or rate shall be entered in ink or printed against every item in the Price Schedule with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f)** Provisional sums in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.
- g)** The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier's supervision, compliance, testing, materials, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the procuring entity and his staff.
- h)** Errors will be corrected by the procuring entity for any arithmetic errors in computation or summation as indicated in the Instructions to Tenderers Clause 2.22.2

PRICE SCHEDULE: DEVELOPMENT OF PROCUREMENT POLICY & PROCEDURES MANUAL

ITEM	QTY	Unit COST	AMOUNT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT@16%
Bill 1					
Development of a draft Procurement Policy & Procedures manual	1 LOT				
Bill 2					
User departments & Functional Support Departments Trainings totaling 120 in lots consisting of not more twenty (20) KAA Staff and Board Members – JKIA	6 LOTS				
User departments & Functional Support Departments Trainings totaling 40 staff in lots consisting of not more twenty (20) KAA Employees – Mombasa including Coastal Region Airports	2 LOTS				
User departments & Functional Support Departments Trainings in lots consisting of not more twenty (20) KAA Employees – Wilson including Northern Region Airports	1 LOT				
User departments & Functional Support Departments Trainings in lots consisting of not more twenty (20) KAA Employees – Kisumu including Western Region Airports	1 LOT				
User departments & Functional Support Departments Trainings in lots consisting of not more twenty (20) KAA Employees – Eldoret including Rift Valley Region Airports	1 LOT				
Bill 3					
Presentation and submission of the final approved Procurement Policy and Procedures Manual	50 No.				
Document in Soft Copy	5 No.				
TOTAL TO FINANCIAL PROPOSAL SUBMISSION FORM	SUM				

Note: A lot consists 20 employees. Further training of extra lot will be dependent on availability of budget. Same rates will apply.

Total Tender Price in words:

.....
Kenya Shillings

Signature of tenderer _____

Note:

In case of a discrepancy between unit price and the totals, the total price as in the Financial Proposal Submission Form shall prevail. The Total Tender Price amount under summary of price schedule shall be carried forward to the Financial Proposal Submission Form.

SECTION V: - STANDARD FORMS OF CONTRACT
SAMPLE CONTRACT FOR CONSULTING SERVICES

Large Assignments
Lump-sum payments

**I. SAMPLE CONTRACT FOR CONSULTING SERVICES LARGE ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

- A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. 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.

4. Project Administration

A. Coordinator.

The Client designates _____ [insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of

Any studies, reports or other material, graphic, software

Material

or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name; _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

II. GENERAL CONDITIONS OF CONTRACT

I. GENERAL PROVISIONS

I.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 I 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 Subconsultant 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.

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.

- 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 Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

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 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.
- 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.
- 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

The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC
Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

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 anything 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.

- (e) if the Client in his sole discretion decides to terminate this Contract.

i. 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.

ii. 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.

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) Not to Benefit from Commissions, Discounts, Etc.** with
- 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.
- (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 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.
- 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 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.

(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
decreases

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 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, Sub consultants' 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 to this

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

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC
- 4.3 Other special conditions of contract as relates to key technical personnel, roles and responsibilities of supplier and KAA, confidential information, implementation plan, project governance, implementation methodology, implementation schedule and change management.

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
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1.1(i)	The client is: Kenya Airports Authority
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1.4	The addresses are:
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Client:	Kenya Airports Authority
Attention:	General Manager (Procurement & Logistics)
Telephone:	+254-020-822111/6611000
Telex;	_____
Facsimile:	_____

Consultant:	_____
Attention:	_____
Telephone;	_____
Telex:	_____
Facsimile:	_____

1.5	The location of the service is Kenya Airports Authority, Head Office, JKIA
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1.6	The Authorized Representatives are:
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For the Client: **General Manager Procurement & Logistics in liaison with appointed Contract Implementation Team (CIT)**

For the Consultant: _____

2.1	The date on which this Contract shall come into effect is within thirty (30) days from the date of LPO/signing of contract.
-----	---

2.2	The date for the commencement of Services is within thirty (14) days after issuances of LPO/signing of contract
-----	---

2.3	The contract completion period is expected to be three (3) months
-----	---

3.4 The risks and coverage shall be:

- (i) Professional Liability _____
- (ii) Loss of or damage to equipment and property _____

6.2(a) The contract amount shall be paid in Kenya shillings and any amount quoted in foreign currency or currencies shall be converted into Kenya shillings using the CBK prevailing rates at the date of tender opening for purposes of payments NO other rates shall be used for payment of this contract.

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

6.4 Payments shall be made according to the following schedule:

No	Bill of Quantities	Deliverable	Payment Plan
1	Bill 1	Development of Draft Procurement Policy & Procedures manual	Fifty per cent (50%) of cost related to Procurement Policy & Procedures manual will be paid on provision of draft Procurement Policy & Procedures manual and approval by the Contract Implementation Committee.
2	Bill 2	User departments & Functional Support Departments Trainings in lots consisting of not more twenty (20) KAA employees at selected airports.	<ul style="list-style-type: none"> ➤ 50 % of bill 2 cost upon successful delivery of supporting documents (Deliverables: Comments on the document, training attendance sheets/certificate of attendance covering JKIA and Wilson Airports. ➤ 40 % of bill 2 cost upon successful delivery of supporting documents (Deliverables: Comments on document, training attendance sheets/certificate of attendance covering all the other airports. ➤ 10% retention shall be paid on completion of 6 months' after the roll out the Policy and Procedures Manual and GO-LIVE.
3	Bill 3	Presentation of the Final approved Document, Printing and submission of 50 No. well bounded hard copies plus 5 soft copies in an acceptable form.	The residual costs (50%) of Bill 1 will be paid on presentation of the Final and approved Procurement Policy & Procedures manual.

Appendices (where applicable)

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

 C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name; _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

APPENDIX G- LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

APPENDIX H- Confidential Business Questionnaire Form

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 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		
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.	.....	.....	.....	.....

Note: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

APPENDIX I: SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

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