



# **PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY**

**TENDER NO. KAA/OT/LEGAL/0156/2024-2025**

**APRIL 2025**

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**MANAGING DIRECTOR/CEO  
KENYA AIRPORTS AUTHORITY  
P.O. BOX 19001 – 00501  
NAIROBI**

**CORPORATION SECRETARY  
KENYA AIRPORTS AUTHORITY  
P.O. BOX 19001 – 00501  
NAIROBI**

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SECTION I - INVITATION TO TENDER

TENDER NO.KAA/OT/LEGAL/0156/2024-2025

Date: 15<sup>th</sup> April 2025

TENDER TITLE. PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY.

1. The Kenya Airports Authority invites sealed tenders for the **Prequalification of Law Firms for Provision of External Legal Services to Kenya Airports Authority.**
2. Tendering will be conducted under Open (National) Tender method using a standardized tender document.
3. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website ([www.kaa.go.ke](http://www.kaa.go.ke)). Bidders who download the tender document must forward their particulars immediately to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) to facilitate any further clarification or addendum.
5. *No other communication channel shall be used except through this email address [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).*
6. The Bidder shall chronologically serialize all pages of the tender documents submitted including any attachments.
7. The tender shall be submitted online on or before **6th May 2025 at 11:00 am**. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login submission screen (*On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"*). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>. Bidders should note that documents submitted for purposes of registration for login credentials do not form part of the tender document. Upon accessing the tender documents, you will be required to respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>.

Please submit your tender document with a TABLE OF CONTENTS as follows:

- i. **MANDATORY REQUIREMENTS AND DOCUMENTS** in the tender document to be attached **IN ONE ATTACHMENT** under the **NOTES AND ATTACHMENTS** in the KAA portal. Mandatory requirements and documents **shall not** be attached in the Technical Rfx Response Folder (C folder) in the KAA portal.
- ii. Technical Requirements and documents– to be attached **in ONE (1) ATTACHMENT under the TECHNICAL RFX RESPONSE Folder (C folder) in the KAA portal**. Technical requirements and documents **shall not** be attached in the Notes and Attachments in the KAA Portal.

Bidders should note that documents submitted for purposes of registration for login credentials **do not** form part of the tender document and where one encounters any error in the system while uploading their tender documents, you are required to screen shot the error and forward it to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) before the date of tender closing/opening date.

8. There shall be a mandatory pre-bid meeting on **22<sup>nd</sup> April 2025 at 10:00 am**. A zoom link will be sent to the bidder who wish to attend and request for the link via email address [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).
9. Tenders will be opened online immediately on **6th May 2025 at 11.00 am** at the Conference Room, 2<sup>nd</sup> Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those Bidders who shall submit their tenders online and would wish to participate in the tender opening. Bidders shall therefore be required to submit their email address to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) to enable them access this link during tender opening.
10. Bidders shall not have access to the eProcurement system after the official closing time.
11. The addresses referred to above are:
  - a. **Address for obtaining further information and for purchasing tender documents**
    - i. Name of Procuring Entity A– KENYA AIRPORTS AUTHORITY
    - ii. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2<sup>nd</sup> Floor, Procurement & Logistics Department
    - iii. Postal Address – P.O Box 19001 – 00501 Nairobi
    - iv. Officer to be contacted. – General Manager, Procurement and Logistics,
    - v. Email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke)

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## PART 1 - APPLICATION PROCEDURES

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## SECTION I - INSTRUCTIONS TO APPLICANTS (ITA)

### A. General

#### 1 Scope of Application

1.1 The name of the Procuring Entity inviting for applications is defined in the **PDS**. The particular type of contract (works, goods or Non-Consulting Services required) and its name and description of the contract(s) and its reference number are defined in the **PDS**. If the scope of contract so defined is in multiple contracts, it will be specified in the **PDS** if prequalification will be based on individual contracts or multiple contracts. The Full scope Services are described in Section V (Scope of Works or goods contract).

2 **Source of Funds** to be specified in the PDS, if deemed necessary.

#### 3 Fraud and Corruption

3.1 The Government of Kenya requires compliance with its Anti-Corruption laws and its prevailing sanctions policies and procedures.

3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Public Procurement Regulatory Authority (PPRA) to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission (in case prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PPRA.

#### 4 Collusive practices

4.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any applicant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, applicants shall be required to complete and sign a Certificate of Independent Tender Determination" annexed to the Form of applicant.

#### 5 Eligible Applicants

5.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2. An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 5.9 or any combination of such entities in the form of a joint venture ("JV") under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, tendering (in the event the JV submits a Tender) and during contract execution (in the event the JV is awarded the Contract). Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the PDS.

5.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to be prequalified. Public Officers with such relatives are also not allowed to participate in any procurement proceedings.

5.3 A firm may apply for prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified, it will not be permitted to tender for the same

contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Tender, but only in that capacity. Tenders submitted in violation of this procedure will be rejected.

5.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, only one prequalified Applicant will be allowed to tender for the. All Tenders submitted in violation of this procedure will be rejected.

5.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2.

An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. sub-contractors or suppliers for any part of the Contract including related Non-Consulting Services.

5.6 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Entity as Engineer for contract implementation of the contract(s) that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Procuring Entity who:

- a are directly or indirectly involved in the preparation of the prequalification Document or Invitation to Tender (ITT), Document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
- b would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the prequalification, ITT process and execution of the Contract.

5.7 An Applicant that has been debarred shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at [www.ppra.go.ke](http://www.ppra.go.ke)

5.8 Applicants that are state-owned enterprise or institutions in Kenya may be eligible to prequalify, compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Entity, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of any public entity.

5.9 An Applicant shall not be under sanction of debarment from Tendering by the PPRA as the result of the execution of a Tender/Proposal–Securing Declaration.

5.10 An Applicant that is a Kenyan firm or citizen shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5.11 An Applicant shall provide any other such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

## **6 Eligibility**

6.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated herein. The countries, persons or entities are ineligible if:

- a. As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or
- b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of



goods or contracting of works or Non- Consulting Services from that country, or any payments to any country, person, or entity in that country.

- 6.2 When the Works, supply of Goods or provision of non-consulting services are implemented a cross jurisdictional boundary (and more than one country is a Procuring Entity, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1 (a) above by any country may be applied to that procurement a cross other countries involved, if the Procuring Entities involved in the procurement so agree.
- 6.3 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

## **B. Contents of the Prequalification Documents**

### **7 Sections of Prequalification Document**

- 7.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with IT A8.

#### **PART 1 - Prequalification Procedures**

- i) Section I- Instructions to Applicants (ITA)
- ii) Section II - Prequalification Data Sheet (PDS)
- iii) Section III - Qualification Criteria and Requirements
- iv) Section IV- Application Forms

#### **PART 2 - Works, Goods, or Non-Consulting Services Requirements**

- i) Section VII- Scope of Works, Goods, or Non-Consulting Services

- 7.2 Unless obtained directly from the Procuring Entity, the Procuring Entity accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Entity shall prevail.
- 7.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by the Prequalification Document.

## **8 Clarification of Prequalification Documents, site visit(s) and Pre-Application Meeting**

- 8.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the **PDS**. The Procuring Entity will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Procuring Entity shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Procuring Entity, including a description of the inquiry but without identifying its source. If so indicated in the **PDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **PDS**. Should the Procuring Entity deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8. And in accordance with the provisions of ITA 17.2.
- 8.2 The Applicant, at the Applicant's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the required contracts and obtain all information that may be necessary for preparing the application. The costs of visiting the Site shall be at the Applicant's own expense. The Procuring Entity shall specify in the **PDS** if a pre-application meeting will be held, when and where. The Procuring Entity shall also specify in the **PDS** if a pre-arranged Site visit

will be held and when. The Applicant's designated representative is invited to attend a pre-application meeting and a pre-arranged site visit. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 8.3 The Applicant is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **PDS** before the submission date of applications.
- 8.4 Minutes of a pre-arranged site visit and those of the pre-application meeting, if applicable, including the text of the questions asked by Applicants and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Applicants who have acquired the prequalification documents. Minutes shall not identify the source of the questions asked.
- 8.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-proposal meeting at the web page identified **in the PDS**. Any modification to the Prequalification Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-application meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to PDS 8 and not through the minutes of the pre-application meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Bidder.

## **9 Amendment of Prequalification Document**

- 9.1 At any time prior to the deadline for submission of Applications, the Procuring Entity may amend the Prequalification Document by issuing an Addendum.
- 9.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Procuring Entity. The Procuring Entity shall promptly publish the Addendum at the Procuring Entity's webpage identified in the PDS. To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

## **C. Preparation of Applications**

## **10 Cost of Applications**

- 10.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

## **11 Language of Application**

- 11.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

## **12 Documents Comprising the Application**

- 12.1 The Application shall comprise the following:
  - a. Application Submission Letter, in accordance with ITA 13.1;
  - b. Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 14.1;
  - c. Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 15; and

d. Any other document required as specified in the PDS.

12.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.

### **13 Application Submission Letter**

13.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.

### **14 Documents Establishing the Eligibility of the Applicant**

14.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).

### **15 Documents Establishing the Qualifications of the Applicant**

15.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).

15.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
- b Value of single Contract-Exchange rate prevailing on the date of the contract.

15.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Entity.

15.4 Applicants shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between Applicants, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

15.5 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which an Applicant may have. There can be no circumstances in which it would be justified for an Applicant to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for an Applicant's failure to disclose, or failure to provide required information on its ownership and control.

15.6 The Applicant shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the Applicant under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

15.7 All information provided by the Applicant pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Applicant shall warrant that the

information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

- 15.8 If an Applicant fails to submit the information required by these requirements, its application will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by an Applicant pursuant to these requirements, then the application will be rejected.
- 15.9 If information submitted by an Applicant pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the Applicant in relation to the procurement or contract management process, then:
- a. If the procurement process is still ongoing, the Applicant will be disqualified from the procurement process,
  - b. If the contract has been awarded to that Applicant, the contract award will be set aside,
- 15.10 the Applicant will be referred to the relevant law enforcement authorities for investigation of whether the Applicant or any other persons have committed any criminal offence.
- 15.11 If an Applicant submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the Applicant can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Applicant.

## **16 Signing of the Application and Number of Copies**

- 16.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 16.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

## **D. Submission of Applications**

### **17 Sealing and Marking of Applications**

- 17.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- a. Bear the name and address of the Applicant;
  - b. Be addressed to the Procuring Entity, in accordance with ITA 17.1; and
  - c. Bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 17.2 The Procuring Entity will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

### **18 Deadline for Submission of Applications**

- 18.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Procuring Entity at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the PDS.
- 18.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Applications

by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Procuring Entity and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

## **19 Late Applications**

- 19.1 The Procuring Entity reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified in the **PDS**. If late applications will be accepted, they must be received not later than the date specified in the **TDS** after the deadline for submission of applications.

## **20. Opening of Applications**

- 20.1 The Procuring Entity shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 19.1.
- 20.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the **PDS**.
- 20.2 The Procuring Entity shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

## **E. Procedures for Evaluation of Applications**

### **21 Confidentiality**

- 21.1 Information relating to the Applications, their evaluation and results of the prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.
- 21.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Entity on any matter related to the prequalification process may do so only in writing.

### **22 Clarification of Applications**

- 22.1 To assist in the evaluation of Applications, the Procuring Entity may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Entity and all clarifications from the Applicant shall be in writing.
- 22.1 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Entity's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

### **23 Responsiveness of Applications**

- 23.1 The Procuring Entity may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

### **24 Margin of Preference**

- 24.1 Unless otherwise specified in the **PDS**, a margin of preference shall not apply in the Tendering process resulting from this prequalification.

### **25 Nominated Subcontractors**



- 25.1 Unless otherwise stated in the PDS, the Procuring Entity does not intend to execute any specific elements of the works by sub-contractors selected in advance by the Procuring Entity (so-called "Nominated Subcontractors").
- 25.2 The Applicant shall not propose to subcontract the whole of the Works or Goods. The maximum limit of subcontracting permitted under the contract may be specified by the Procuring Entity in the Tendering Document. The Procuring Entity, in ITA 25.2, may permit the Applicant to propose subcontractors for certain specialized parts of the contract as indicated there in as ("Specialized Subcontractors"). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity(ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

## **F. Evaluation of Applications and Prequalification of Applicants**

### **26 Evaluation of Applications**

- 26.1 The Procuring Entity shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Entity reserves the right to waive min or deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 26.2 Subcontractors proposed by the Applicant shall be fully qualified and meet the minimum specific experience criteria as specified for their parts of the proposed contract for Works or Goods or non-consulting services. The subcontractor's qualifications shall not be used by the Applicant to qualify for the Works or Goods or non- consulting services unless their parts of the Works or Goods or non-consulting services were previously designated by the Procuring Entity in the PDS as can be met by Specialized Subcontractors, in which case:
- i) The Specialized Subcontractors shall meet the minimum qualification requirements specified in Section III, and
  - ii) the qualifications with respect to specific experience of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation.
- Unless the Applicant has been determined prequalified on its own without taking into account the qualification and experience of the proposed specialized sub-contractor, the tender submitted by the Applicant shall include the same specialized sub-contractor failing which, such tender may be rejected unless a change in the specialized sub-contractor was requested by the Applicant and approved by the Procuring Entity subsequent to prequalification but before the tender submission deadline in accordance with ITA 30.
- 26.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Entity shall prequalify each Applicant for each lot and for a combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements the Eligibility and Qualification Criteria.
- 26.4 Further, in the case of multiple contracts, the Procuring Entity will prepare the Eligibility and Qualification Criteria Form for items 3.1, 3.2, 4.2(a) and 4.2(b) for each Lot, to be completed by applicants.
- 26.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

### **27 Procuring Entity's Right to Accept or Reject Applications**

- 27.1 The Procuring Entity reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

## **28 Prequalification of Applicants**

- 28.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Entity. The Procuring Entity shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.

- 28.32 Applicants that have not been prequalified may write to the Procuring Entity to request, in writing, the grounds on which they were disqualified.

## **28 Invitation to Tender**

- 29.1 Promptly after the notification of the results of the prequalification, the Procuring Entity shall invite Tenders from all the Applicants that have been prequalified or conditionally prequalified.
- 28.2 Applicants may be required to provide a Tender Security or a Tender-Securing Declaration acceptable to the Procuring Entity in the form and an amount to be specified in the tendering document.
- 28.3 The successful Applicant shall be required to provide a Performance Security as specified in the tendering document.

## **29 Changes in Qualifications of Applicants**

- 30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to tender (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Procuring Entity prior to the deadline for submission of Tenders. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or (iii) in the opinion of the Procuring Entity, the change may result in a substantial reduction in competition. Any such change should be submitted to the Procuring Entity not later than fourteen (14) days after the date of the Invitation to Tender.

## **31 Procurement Related Complaints and Administrative Review**

- 31.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.
- 31.2 A request for administrative review shall be made in the form provided.





## SECTION II - PREQUALIFICATION DATA SHEET (PDS)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITA 1.1	<p>The Procuring Entity is: <b>KENYA AIRPORTS AUTHORITY</b></p> <p>The identification of the Invitation for Prequalification is: <b>KAA/OT/LEGAL/0156/2024-2025</b></p> <p>The particular type of contract is on: <b>PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY</b></p> <p>The application is for Legal Services</p> <p>Prequalification will be based on Multiple Contracts</p>
ITA 2	The Source of funds shall be: <b>N/A</b>
ITA 5.1	Maximum number of members in the JV shall be: <b>N/A</b>
<b>B. Contents of the Prequalification Document</b>	
ITA 8.1	<p>For Clarification of Tender purposes only, the Procuring Entity's address is:</p> <p>Attention: General Manager, Procurement &amp; Logistics</p> <p>Postal Address: P.O. Box 19001-00501 Nairobi, Kenya</p> <p>Physical Address: Nairobi, KAA HQS, 2nd Floor</p> <p>Telephone: +254 (020) 6611000</p> <p>Electronic mail address: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p>
ITA 8.2	There shall be a mandatory pre-bid meeting on <b>22<sup>nd</sup> April 2025 at 10:00 am</b> . A zoom link will be sent to the bidder who wish to attend and request for the link via email address <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a>
ITA 8.3	Questions and requests for clarification made in writing or by email shall reach the Procuring Entity not later than three (3) days prior to tender closing date and time
ITA 8.5	The pre-bid minutes shall be posted on Kenya Airports Authority website.
ITT 9.2	Addendum issued shall be published at the website PPIP Portal and <a href="http://www.kaa.go.ke">www.kaa.go.ke</a>
<b>C. Preparation of Applications</b>	
ITA 12.1 (d)	The Applicant shall submit the following additional documents as provided in the evaluation and qualifications criteria as specified in Section III
ITA 15.3	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert (at the selling exchange rate) all Tender prices expressed in various currencies into a single currency is: <b>Kenya shillings (Kshs)</b></p> <p>The source of exchange rate shall be: <b>the Central Bank in Kenya.</b></p> <p><b>The date for the exchange rate on the date of opening.</b></p>
ITA 16.1 and 16.2	<p>Completed Tender documents and its attachments <b>must be submitted online</b> before the closing date. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"</i>). A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals/">https://www.kaa.go.ke/corporate/procurement/manuals/</a>.</p>
<b>D. Submission of Applications</b>	
ITA 18.1	Late Applications will be returned unopened to the Applicants.

ITA 19.1	The Procuring Entity will not accept late applications.
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITA 20.1	Tenders will be opened online immediately on <b>6th May 2025 at 11.00 am</b> at the Conference Room, 2 <sup>nd</sup> Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those Bidders who shall submit their tenders online and would wish to participate in the tender opening.
ITA 20.2	The Prequalification opening register shall be send to applicants via their email.
<b>E. Procedures for Evaluation of Applications</b>	
ITA 24.1	A margin of preference <i>shall not</i> apply.
ITA 25.1	N/A
ITA 25.2	N/A
ITA 31.1	An Applicant wishes to make a Procurement-related Complaint, the Applicant should submit its complaint in writing (by the quickest means available, that is either by hand delivery or email), to: The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email The procedure for making a procurement –related Complaint re detailed in the "notice of intention to Award the contract" herein and are also available from the PPRA website <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> or <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> or <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a> .

### SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form "Eligibility and Qualification Criteria". The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.
2. The Procuring Entity shall insert one Form for each Lot or Contract in case of multiple contracts.
3. This form is generic and refers to works and construction. In case of Supply of Goods or Non-Consulting Services, the form shall be amended to read Goods or Non-Consulting Services as appropriate.
4. The Procuring Entity may require representation at the Magistrates Court, Tribunals including Public Procurement Administrative Review Board, Public Private Partnerships Petitions Committee and Arbitral Tribunals, Expert Determinations, High Court, Employment & Labour Relations Court, Environment & Land Court, Court of Appeal, Supreme Court
5. The Services to be rendered by the successful law firms are as categorized in Table 5.1

below Table 5.1

CATEGORIES / LOTS	REQUIREMENTS (on an as-and-when-required basis)
A.	General Legal Advisory and Small Claims where the subject matter value is less than Kenya Shillings Ten Million (Kshs. 10,000,000). (Reserved for AGPO registered Firms)
B.	Public Procurement and Administrative Law and related disputes
C.	Employment/Labour Relations Law and Practice
D.	Legal Audit and Compliance and Governance Audit
E.	Drafting and/or review and advisory of Commercial Transactions and related Agreements including Contracts, Concessions, Leases, Licenses, Project, Infrastructure, Financing Agreements, Public Private Partnerships including claims management
F.	Litigation and Alternative Disputes Resolution (ADR), Including Arbitration, Mediation and Expert Determination.
G.	Conveyancing
H.	Constitutional Petitions and Judicial Reviews
I.	Provision of expert advice and opinion on specific matters, transactions, events and on provisions of law pertaining to the Aviation industry

6. Bidders are required to CHOOSE TO SERVE IN A MAXIMUM OF TWO (2) CATEGORIES. The Bidder shall indicate the Category or Categories it would wish to provide the Services. The Bidder shall be required to check/tick any two categories in Table 5.1.
7. PLEASE NOTE that Checking/ticking more than two (2) categories shall result in the outright rejection of the Bidder's Tender at the preliminary stage as non- responsive.
8. **FURTHER NOTE** bidders with proven experience that choose to apply for **CATEGORY I** may apply for two other categories as per Note 6 above.
9. Special Groups under Access to Government Procurement Opportunities (Youth, Women &

Persons with Disabilities) and New/Young Law Firms are highly encouraged to bid under Category A.

10. Firms that shall be pre-qualified shall execute Service Level Agreements (SLAs) with the Procuring Entity and will be retained in the panel of advocates for a period of three (3) years that is between 2025 and 2028. Amongst other service levels shall be the requirement that more than one advocate in the law firm handles the Procuring Entity's assignments, in order to ensure continuity and that the firms work closely with the Procuring Entity.
11. Upon successful pre-qualification, the Procuring Entity may instruct a Firm to act on its behalf on a matter outside of that Firm's pre-qualified Category/Lot as it deems appropriate. This should be subject to the firm's concurrence to undertake such assignment.

#### STAGE 1: PRELIMINARY / MANDATORY REQUIREMENTS (MR)

No	Requirements
MR 1	Duly filled and Signed Letter of Application (note to provide all information required in each paragraph)
MR 2	Duly filled and Signed Applicant Information Form (note to tick paragraph 1 as appropriate)
MR 3	A copy of the Firm's Registration Certificate
MR 4	Valid Certificate of Registration for Access to Government Procurement Opportunities (AGPO), for the law firms bidding under Category A
MR 5	A copy of a valid Professional Indemnity Cover for the year 2025 (Policy Document to be provided)  <b>Note:</b> <ol style="list-style-type: none"> <li>i. Save for Category A, firms bidding for other Categories shall be required to provide a minimum professional indemnity cover of Kshs. 50 Million</li> <li>ii. Upon successful pre-qualification of firms in different categories, depending on the value of a subject matter, the Procuring Entity may instruct a firm with corresponding value of the professional indemnity.</li> </ol>
MR 6	A copy of a tax compliance certificate valid as at the tender closing date
MR 7	A copy of firm PIN Certificate. For sole proprietorships, the proprietor's PIN Certificate
MR 8	Law Firm profile covering Physical Address (including branches if any), areas of practice, list of clients, structure and team (advocates and support staff) of the firm
MR 9	Copy of Admission Certificate for all Partners and Associates
MR 10	Valid Practicing Certificates for all Partners and Associates for 2025 or proof of payment receipt from Law Society of Kenya
MR 11	Letter/s of good standing from the Law Society of Kenya in respect of all the Partners and Associates in the Firm for the year 2025.
MR 12	Confidential Business Questionnaire duly filled, signed & stamped by the Managing Partner of the Firm or any other authorized Partner through a duly signed Power of Attorney
MR 14	The Tender MUST be submitted in the required format and serialized on each page of the bid submitted. (Section 74(1)(i) of the PPADA, No. 33 of 2015) from the first to the last page including all the attachments. Blank pages to be marked "BLANK"
MR 15	The tender has been duly signed by the person lawfully authorized to do so through the Power of Attorney Form provided (NB: A Power of Attorney Form will not be required where a sole proprietor signs the tender document. However, if the sole proprietor seeks to delegate such function, a Power of Attorney will be required)
MR 16	Duly filled, signed and stamped Self Declaration form that the Bidder is not debarred in the matter of PPADA 2015

MR 17	Duly filled, signed and stamped Self Declaration form that the Bidder will not engage in any corrupt or Fraudulent Practice.
MR 18	Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics
MR 19	Duly filled and ticked Litigation History Form CON 2
MR 20	Submission of audited financial statements for the last two years (2023 and 2024) (NB: Law firms must attach the auditors' ICPAK annual practicing license for each of the audited financial statements)
MR 21	Duly signed and stamped Declaration that the Firm shall charge its fees according to the prevailing Advocates Remuneration Order and where necessary and for sustainability, be amenable to legal fees negotiations.
MR 22	Attendance of mandatory virtual pre-bid conference on 15 <sup>th</sup> April, 2025 via a link to be shared. Attendees should indicate their full names and the name of the Firm.
MR 23	Submission of more than two (2) categories shall result in the outright rejection of the Bidder's Tender(s) at the preliminary stage as non- responsive save for firms that bid for Category I.
MR 21	Sworn Affidavit as per affidavit form provided

**NB; Bidders who do not meet any of the above mandatory requirements will be disqualified and NOT evaluated further**

## STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT

### 2. General provisions

- 2.1. Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary/mandatory examination.
- 2.2. The Technical Evaluation will be based on compliance with the technical specifications set out in Section III of this tender document.
- 2.3. Technical requirements in the Tender will be evaluated using the tables and criteria below.

### 3. Curriculum Vitae (CV)

- 3.1. All advocates are required to furnish their CV's in the format provided and which should not be more than two (2) single sided A4 size pages at font 12 Century Gothic with spacing 1.2.

### 4. Definition of Partner

- 4.1. Partner where used in Technical Evaluation and its attendant Tables shall mean Senior or Managing Partner.
- 4.2. Where a law firm has only one Partner, that Partner shall be considered the Managing or Senior Partner for purposes of this Tender Process.

### 5. Staff Nature of Engagement with the Law Firm

- 5.1. It is recommended that the staff (including advocates who are not Partners) be permanent employees or at least have an extended and stable relationship with the law firm.

### 6. Qualification and Scoring

To qualify for further evaluation and any appointment, law firms scores will be as follows:

- a) Technical Requirements - minimum of 80 marks from the Tables for all categories save for Category A.
- b) Firms that are eligible under Category A - minimum of 60 marks from the Tables.

### TECHNICAL REQUIREMENT NO. 1

#### Physical Presence and Networking

Maximum awardable marks are 10 broken down as per the table TR 1 below

S/No	Criteria	Requirement (full scores for compliance and graduated scores for partial compliance)	Law Firm's response
1	Main office in Nairobi	4 marks  Irrespective of whether the Firm has more than one main office in Nairobi	
2	Main office in any other town/city where KAA operates (Kisumu, Mombasa, Eldoret)	3 marks  Irrespective of whether the Firm has more than one main office in any of these cities/towns	
3	Branches in any other town other than 1 & 2	3marks  State location and attach proof	

Notes to Table TR 1

1. Evidence of main office and branches shall be through-
  - a) if building/premise is not owned by the law firm, a signed lease or tenancy agreement.
  - b) if building/premise is owned by the law firm, the firm's own statement to that effect in its separate cover letter and copies of utility bills for the last three months.
2. Where a law firm has more than one office in the same town/city, that other office shall not be considered as a branch for purposes of evaluation.

TECHNICAL REQUIREMENT NO. 2

*Representation in Legal Matters in the respective Category in the Last Three (3) Years (2024, 2023, 2022)*  
Maximum awardable marks are 18 broken down as per the table TR 2 below

Sr. No.	Criteria	Procuring Entity's Requirement (Full scores for compliance and graduated scores for partial compliance)	Law Firm's Response
1.	Give four (4) clients with above Kshs. 5 Billion annual turnover.	<i>Maximum marks are 8.</i> 2 Marks for each client	
2.	Give two (2) clients with above Kshs. 100 Million but not more than Kshs. 5 Billion annual turnover.	<i>Maximum marks are 6.</i> 3 marks for each client	
3.	Give two (2) clients with annual turnover below 100 Million.	<i>Maximum marks are 4.</i> 2 marks for each client	

Notes to Table TR 2:

- i. AGPO firms that do not meet criteria 1 and 2 above shall give nine (9) clients with annual turnover below 100 Million.
- ii. Attach evidence of annual turnover and representation such as instruction letters or discharge letter in the legal matters in the last Three (3) Years.

TECHNICAL REQUIREMENT NO. 3

*Satisfactory Resolution/Conclusion of Legal Matters or Services rendered in the respective category from any Four out of the Eight Clients in Technical Requirement No. 2 above*  
Maximum awardable marks are 12 broken down as per the table TR 3 below.

	Criteria	Procuring Entity Requirement (Full scores for compliance and graduated scores for partial compliance)	Law Firm's Response
	Client no. 1 (State name of client; attach proof)	<i>3 marks</i>	
	Client no. 2 (State name of client; attach proof)	<i>3 marks</i>	
	Client no. 3 (State name of client; attach proof)	<i>3 marks</i>	

Client no. 4 (State name of client; attach proof)	3 marks	
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Law Firm's total score for Table TR 3 is \_

Notes to Table TR 3

- Please give four clients that your firm handled competently and professionally in the best interests of the client.
- Evidence of satisfactory handling and acceptance shall be through a one-page letter on the letter- head of the Client signed by the Client. The Letter shall outline/state the following:-
  - competence and professionalism in the handling of the matter;
  - a very brief or general statement of the matter or issue e.g. *"successfully negotiated a syndicated loan agreement involving five lenders on behalf of ABCD Ltd (the client)"* or *"obtained an injunction (not ex-parte)"*
  - for litigation matters, include case citation and brief statement of the outcome.

TECHNICAL REQUIREMENT NO. 4

*Valid evidence of Partner's Appropriate Qualification, Experience and Degree of Responsibility as of the year 2025*

Maximum awardable marks are 16 broken down as per the table TR 4 below

	Criteria	Requirement (Full scores for compliance and graduated score s for partial compliance)	Law Firm's Response
1	Level in the firm must be: <b>Partner</b> . (Give full name of Partner; attach evidence)	One (1) Mark	
2	Partner's Years of legal experience (state number; attach evidence)	Maximum marks are Four (4) Marks  Above 20 years – Four (4) Marks Less than 20 years – Scores to be awarded <i>pro-rata</i> for the years of experience (number of years divided by twenty multiplied by four)	
3	Proof of relevant professional Membership(s) (indicate and attach evidence)	<i>Maximum Marks are 5</i>  <i>One (1) Mark for valid</i>	
	Category A		



		<p><i>membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Degree in Law</i></p> <p><i>Two (2) Marks for membership to a relevant professional body such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	
	Category B	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or other relevant masters.</i></p> <p><i>One (1) Mark for a training relevant to Public Procurement awarded after at least a one-week training;</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	
	Category C	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or other relevant Masters;</i></p>	
		<p><i>One (1) Mark for training relevant to Labour Law awarded after at least a one-week training other than post-graduate diploma from Kenya School of Law (KSL).</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	

	Category D	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or other relevant Masters;</i></p> <p><i>One (1) Mark for training relevant to Legal Audit &amp; Compliance and Governance Audits awarded after at least a one-week training</i></p> <p><i>One (1) Mark for membership with Institute of Certified Secretaries of Kenya (ICS).</i></p>	
	Category E	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or other relevant masters;</i></p> <p><i>One (1) mark for training relevant to legal practice awarded after at least a one-week training in Project Management, infrastructure management, Contract drafting, management, implementation, FIDIC conditions, financing Agreements, Public Private Partnership (PPP) etc.</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc</i></p>	
	Category F	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) marks for Masters Degree in Law or other relevant masters;</i></p> <p><i>One (1) Mark for training relevant to litigation practice and Alternative Dispute Resolution (ADR) awarded after at least a one-week training; (other than post-graduate diploma from Kenya School of Law (KSL)</i></p>	

		<p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), CIARB, NCIA, Institute of Human Resource Management (IHRM) ICPAK etc.</i></p>	
Category G		<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or any other relevant masters;</i></p> <p><i>One (1) Mark for relevant training in conveyancing, land law or environmental law) awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL);</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	
Category H		<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or any other relevant masters;</i></p> <p><i>One (1) Mark for training relevant to Constitutional Petitions and Judicial Review) awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL);</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	

	Category I	<p><i>One (1) Mark for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Two (2) Marks for Masters Degree in Law or any other relevant masters;</i></p> <p><i>One (1) Mark for relevant training in Aviation Law and industry affairs awarded after at least a one-week training; (other than post-graduate diploma from Kenya School of Law (KSL).</i></p> <p><i>One (1) Mark for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) etc.</i></p>	
4	<p>Degree of responsibility as Lead Counsel or Lead Personnel in 3 completely different assignments.</p> <p>a) above Kshs. 5 Billion; b) between KSh.10-100 Million and; c) below 10 million. (Attach proof)</p> <p>The three different assignments to include an Organization and Government agency:</p>	<p>Maximum marks are 6</p> <p>Two (2) marks each for each different assignment</p>	

*Law Firm's total score for Table TR 4 is \_\_\_\_\_*

*Notes to Table TR 4*

1. Evidence of Partner's position shall be through:
  - 1.1 where the firm is a sole proprietorship the firm's letter to that effect.
  - 1.2 where the firm has more than one Partner a letter to that effect by the firm and such letter co-signed by any other Partner in that firm.
2. Evidence of the Partner's years of legal experience shall be taken from the year of admission to the Bar as reflected in the Partner's admission number and as recorded by Law Society of Kenya (LSK).
3. Evidence of a Partner's professional membership or status shall be through-
  - 3.1 a letter on the letterhead of the professional organization confirming the Partner's membership or status. The letter shall not be more than eleven (11) months old prior to the Date of the Tender Document; or
  - 3.2 a copy of a valid/current certificate of membership or status in that professional organization; or
  - 3.3 where such membership or status can be confirmed through the organization's website or other relevant independent website:-
    - a) a printed extract of that where the Partner's name appears together with the address of the website, or,
4. Evidence of Partner's degree of responsibility shall be through an appointment and confirmation or contract or service level agreement or other document, from the organization or client or Government agency in respect of which such responsibility was shouldered and performed. Any of the documents must

clearly show that the Partner acted as such Lead Counsel in that assignment.

## TECHNICAL REQUIREMENT NO. 5

*The 1 to 3 law firm's qualified Associates who shall be engaged on a day-to-day basis in providing services if successful*

Maximum awardable marks are 30 broken down as per the table TR 5 below.

	Criteria	Requirement (Full scores for compliance and graduated score for partial compliance)	Law Firm's Response
1	Years of legal experience (Give names of all advocates; each advocate's years of experience; attach or indicate source of proof)	<i>(Maximum marks in this parameter is Twelve (12) Marks)</i>  <i>Over 10 years – Five (5) Marks for each admitted advocate</i>  <i>Between 5-10 years – Four (4) Marks for each admitted advocate</i>  <i>Between 0-5 years – Three (3) marks for each admitted advocate</i>	
2	Proof of relevant professional Membership(s) and certifications	<i>Maximum marks are Eighteen (18) Marks</i>  <i>(AGPO Firms may provide two associates to get the full marks under this section)</i>	
	Category A	<i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i>  <i>Three (3) Marks for relevant training in general legal practice and small claims awarded after at least one-week (other than post-graduate diploma from Kenya School of Law (KSL)</i>  <i>Three (3) Marks for any relevant membership such as Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i>	
	Category B	<i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i>  <i>Three (3) Marks for training relevant to Public Procurement awarded after at least one-week training (other than post-graduate diploma from Kenya School of Law (KSL)</i>  <i>Three (3) Marks for any relevant professional membership such as a member of Institute of Certified</i>	

		<i>Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc</i>	
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	Category C	<p><i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i></p> <p><i>Three (3) Marks for training relevant to Employment and Labour Relations Law awarded after at least one-week training (other than post-graduate diploma from Kenya School of Law (KSL).</i></p> <p><i>Three (3) Marks for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) etc.</i></p>	
	Category D	<p><i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i></p> <p><i>Three (3) Marks for training relevant to Legal Audit &amp; Compliance and Governance Audits awarded after at least one-week training (other than post-graduate diploma from Kenya School of Law (KSL)</i></p> <p><i>Three (3) Marks for membership to the Institute of Certified Secretaries of Kenya (ICS).</i></p>	
	Category E	<p><i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i></p> <p><i>Three (3) Marks for training relevant to Project Management, infrastructure management, Contract drafting, management, implementation, FIDIC conditions, financing Agreements, Public Private Partnership (PPP) etc awarded after at least one-week training (other than post-graduate diploma from Kenya School of Law (KSL).</i></p>	

		<i>Three (3) Marks for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i>	
Category F		<i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i>  <i>Three (3) Marks for professional training relevant to litigation practice and Alternative Dispute Resolution (ADR) awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL)</i>  <i>Three (3) Marks for any relevant</i>	

		<i>professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc</i>	
Category G		<i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i>  <i>Three (3) Marks for training relevant to conveyancing, land law or environmental law awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL)</i>  <i>Three (3) Marks for training relevant to professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc</i>	



Category H	<p><i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK).</i></p> <p><i>Three (3) Marks for training relevant to Constitutional Petitions and Judicial Review) awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL);</i></p> <p><i>Three (3) Marks for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	
Category I	<p><i>Three (3) Marks for valid membership to the Law Society of Kenya (LSK)</i></p> <p><i>Three (3) Marks for training relevant to Aviation Law and industry affairs awarded after at least a one- week training; (other than post-graduate diploma from Kenya School of Law (KSL).</i></p> <p><i>Three (3) Marks for any relevant professional membership such as a member of Institute of Certified Secretaries of Kenya (ICS), Institute of Human Resource Management (IHRM) CIARB, NCIA, ICPAK etc.</i></p>	

Law Firm's total score for Table TR 5 is \_\_\_\_\_

Notes to Table TR 5

1. The Team should be composed of the advocates in the firm who shall be handling the Procuring Entity's matters on a day to day basis.
2. To score, the years of legal experience for each admitted advocate in the firm will be legal experience whether gained in the employment/service of the Bidder firm or elsewhere.
3. Years of legal experience of each advocate shall be by confirming that each advocate is engaged in the law firm through a letter on the law firm's letterhead and signed by the Partner and the advocate.

4. The years will then be computed based on the admission number recorded by LSK.

TECHNICAL REQUIREMENT NO. 6

*Experience in representing or advising a public entity by the Law Firm in the last Three Years (2024, 2023, 2022)*

Maximum awardable marks are 14 broken down as per the table TR 6 below

Sr. No.	Criteria	Procuring Entity's requirement (Full scores for Response compliance and graduated scores for partial compliance)
1.	Letter(s) of award issued by the public entity	<i>Maximum marks are Seven (7)</i> 3.5 marks will be given for each letter of award;
2.	Letter/s of reference or recommendation from the public entity	<i>Maximum marks are Seven (7)</i> 3.5 marks will be given for each letter of reference;

*Law Firm's total score for Table TR 6 is \_\_\_\_\_*

## 7 Successful Law Firms

- 7.1 The successful law firms eligible for appointment shall be the ones who have attained the pass mark or above subject to Confirmation/Inspection visits where such visits are deemed necessary.
- 7.2 The Procuring Entity shall execute general Service Level Agreements with all successful law firms
- 7.3 The Procuring Entity shall execute a specific Engagement Agreement upon issuance of instructions to a successful law firm.

### STAGE 3. DUE DILIGENCE

The Procuring Entity may prior to pre-qualification of the tender determine to its satisfaction whether the prequalified bidders qualify to perform the Services satisfactorily by carrying out a due diligence visit or inquiry as required.



SECTION IV- APPLICATION FORMS

1. Application Submission Letter

Date: ..... *[insert day, month, and year]*  
ITT No. KAA/OT/LEGAL/0156/2024-2025 FOR PREQUALIFICATION OF LAW FIRMS FOR  
PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY  
To: KENYA AIRPORTS AUTHORITY

We, the undersigned, apply to be prequalified for the referenced ITT and declare that:

- a) No reservations: We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- b) No conflict of interest: We have no conflict of interest in accordance with ITA 5.6;
- c) Eligibility: We (and our subcontractors) meet the eligibility requirements as stated ITA 5, we have not been suspended by the Procuring Entity based on execution of a Tender/Proposal-Securing Declaration in accordance with ITA 5.7; Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;  
State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITA5.8];*
- f) Subcontractors and Specialized Subcontractors: We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works or supply contracts: ..... *[Insert any of the key activities identified in Section III-4.2 (a)or(b) or 4.3(a) or (b) which the Procuring Entity has permitted under the Prequalification Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]*
- (g) Commissions, gratuities, fees: We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding Tendering process or execution of the Contract:

<u>Name of Recipient</u> <i>[insert full name for each occurrence]</i>	<u>Address</u> <i>[insert street/ number/city/country]</i>	<u>Reason</u> <i>[indicate reason]</i>	<u>Amount</u> <i>[specify amount currency, value, exchange rate and KENYA SHILLING equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application]*  
Not bound to accept: We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified

Applicants to Tender for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 27.1.

(h) True and correct: All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

(i) Signed ..... *[insert signature(s) of an authorized representative(s) of the Applicant]*  
Name ..... *[insert full name of person signing the Application]*

In the capacity of ..... *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant's  
Name..... *[insert full name of Applicant or the name of the JV]*

Address..... *[insert street number/town or city/country address]*

Dated on ..... *[insert day number] day of [insert month], [insert year]*

2. Form ELI -1.1 - Applicant Information Form  
Date: ..... *[insert day, month, year]*

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Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or equivalent documents of constitution or association, and/or documents of registration of the legal entity named above, in accordance with ITA 5.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 5.4. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 5.8 documents establishing: Legal and financial autonomy Operation under commercial law Establishing that the Applicant is not under supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. **Form ELI-1.2 - Applicant's JV Information Form – N/A**  
*[The following form is additional to Form ELI-1.1., and shall be completed to provide information relating to each JV member (incase the Applicant is a JV) as well as any Specialized Subcontractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]*  
Date: ..... *[insert day, month, year]*  
ITT No. KAA/OT/LEGAL/0156/2024-2025 FOR PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY Page. *[insert page number]* of *[insert total number]* pages

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 5.5 <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity, in accordance with ITA 5.8. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



4. Form CON 2 - Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's Name: [insert full name]

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Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements

- ☐ Contract non-performance did not occur since 1<sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.
- ☐ Contract(s) not performed since 1<sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and KENYA SHILLING equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements

- ☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.
- ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]

Litigation History in accordance with Section III, Qualification Criteria and Requirements

<input type="checkbox"/> No Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 5. Form FIN – 3.1 - Financial Situation and Performance

### Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name:..... *[insert full name]*

Date:..... *[insert day, month, year]*

Joint Venture Member Name:..... *[insert full name]*

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### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>_[insert number] years, [insert in words]</i> (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate

## 5.2 Sources of Finance

*[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]*

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya shilling equivalent)
1		
2		
3		

## 5.3 Financial documents

The Applicant and its parties shall provide copies of financial statements *for two preceding* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements

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<sup>1</sup>*If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.*

6 Form FIN - 3.2 - Average Annual Construction or Supply Contracts Turnover – N/A

[The following table shall be filled in for the Applicant and for each member of a Joint Venture] Applicant's Name: [insert full name]

Date:..... [insert day, month, year]

Joint Venture Member Name:..... [insert full name]

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Page.....[insert page number] of..... [insert total number] pages Table A (Complete if Contractor)

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate*	USD equivalent
[indicate calendar year]	[insert amount and indicate currency]		
		Average Annual Construction Turnover **	

\* Refer ITA 14 for date and source of exchange rate.

\*\* Total Kenya shilling equivalent for all years divided by the total number of years.  
See Section III, Qualification Criteria and Requirements, 3.2.

Table B (Complete if Supplier)

Annual turnover data (Supply contracts)			
Year	Amount Currency	Exchange rate*	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover **	

Refer ITA 15 for date and source of exchange rate.

\*\* Total Kenya shilling equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, 3.2.

**7 Form EXP - 4.1 - General Construction or Supply or service Contract Experience (*Select one*)-  
N/A**

*[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]*

Applicant's Name: *[insert full name]*

Date:..... *[insert day, month, year]*

Joint Venture Member Name:..... *[insert full name]*

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*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]*

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and KENYA SHILLING equivalent*]</i> Name of Procuring Entity: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and KENYA SHILLING equivalent*]</i> Name of Procuring Entity: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and Kenya shillings equivalent*]</i> Name of Procuring Entity: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

\* Refer ITA 15 for date and source of exchange rate.

**8 Form EXP - 4.2(a) - Specific Construction and Contract Management Experience or Supply or service Contract Experience (*Select one*) – N/A**

*[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and Specialized Sub-contractors]*

Applicant's Name:..... *[insert full name]*

Date:..... *[insert day, month, year]*

Joint Venture Member Name: ..... *[insert full name]*

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Similar Contract No. <i>[insert number]</i> of <i>[insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor or <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		KENYA SHILLING <i>[insert Exchange rate and total contract amount in KENYA SHILLING equivalent] *</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in KENYA SHILLING equivalent] *</i>	
	<i>[insert roles and responsibilities]</i>			
Procuring Entity's Name:	<i>[insert full name]</i>			
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]</i>			



9 Form EXP - 4.2(a) (cont.) - Specific Construction and/or Contract Management Experience (cont.) – N/A

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	<i>[insert amount in local currency, exchange rate, KENYA SHILLING in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

10 Form EXP - 4.2(b) - Experience service contract in Key Activities *(select one)* N/A

Applicant's Name:..... *[insert full name]*

Date:..... *[insert day, month, year]*

Applicant's JV Member's Name: ..... *[insert full name]*

Sub-contractor's Name.....(as per ITA 24.2 and 24.3): *[insert full name]*

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Page.....*[insert page number]* of .....*[insert total number]* pages

All Sub-contractors for key activities must complete the information in this form as per ITA 24.2 and 24.3 and Section III, Qualification Criteria and Requirements, 4.2.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*  
Total Quantity of Activity under the contract: \_\_\_\_\_

	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		KENYA SHILLING <i>[insert exchange rate and total contract amount in KENYA SHILLING equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:	<i>[insert full name]</i>			

Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]</i>
---	--

- 2. Activity No. Two
- 3. ....

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>

SELF DECLARATION FORMS

11.SELF DECLARATION THAT THE PERSON /BIDDER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ..... of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

- 1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. **KA/OT/LEGAL/0156/2024-2025 FOR PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY** and duly authorized and competent to make this statement.
- 2. THAT the afore said Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

..... (Title) ..... (Signature) ..... (Date)

Bidder's Official Stamp

12. SELF DECLARATION THAT THE PERSON/BIDDER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/ Managing Director/ Principal Officer/ Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of Tender No. **KAA/OT/LEGAL/0156/2024-2025 FOR PREQUALIFICATION OF LAW FIRMS FOR PROVISION OF EXTERNAL LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY** and duly authorized and competent to make this statement.
2. THAT the afore said Bidder, its servants and/ or agents/ subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/ or agents/ subcontractor shave not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of ..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage/ has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

### 13. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, .....(person) on behalf of  
(Name of the Business/ Company/ Firm) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name ..... of ..... Authorized signatory.....

Sign.....

Position.....  
.....

Office address.....Telephone.....

E-mail.....  
...

Name ..... of ..... the Firm/Company.....

Date.....

*(Company Seal/ Rubber Stamp where applicable)*

Witness

Name.....  
.....

Sign.....  
.....

Date.....  
.....

#### 14. CONFIDENTIAL PRE-QUALIFICATION BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and part 3.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General	
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....Street/Road.....
	Postal Address.....
	Tel Nos.....Fax.....
	Email.....
1.4	Nature of Business.....
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time
	Kshs.....
1.7	Name of Your Bankers.....Branch.....

Part 2 (a) – Sole Proprietor	
2a.1	Your Name in
	Full.....
	Age.....
2a.2	Nationality.....Country of
	Origin.....
	Citizenship
	Details.....

Part 2 (b) – Partnership									
2b.1	Given details of Partners as follows:								
2b.2	<table><thead><tr><th><u>Name</u></th><th><u>Nationality</u></th><th><u>Citizenship Details</u></th><th><u>Shares</u></th></tr></thead><tbody><tr><td>(1)</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	(1)	.....	.....	.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>						
(1)	.....	.....	.....						

- (2) .....
- (3) .....
- (4) .....
- (5) .....
- (6) .....
- (7) .....
- (8) .....

### Part 2 (c) – Registered Company

- 2c.1 Private or  
Public.....
- 2c.2 State the Nominal and Issued Capital of Company
- Nominal  
Kshs.....
- Issued  
Kshs.....
- 2c.3 Given details of all Directors as follows:
- |     | <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> |
|-----|-------------|--------------------|----------------------------|---------------|
| (1) | .....       | .....              | .....                      | .....         |
| (2) | .....       | .....              | .....                      | .....         |
| (3) | .....       | .....              | .....                      | .....         |
| (4) | .....       | .....              | .....                      | .....         |
| (5) | .....       | .....              | .....                      | .....         |

### Part 3 – Eligibility Status

- 3.1 Are you related to an Employee, Committee Member or Board Member of  
KENYA AIRPORTS AUTHORITY? Yes\_\_\_\_\_ No\_\_\_\_\_
- 3.2 If answer in 3.1 is YES give the relationship
- .....
- .....
- .....
- .....



3.3 Does an Employee, Committee Member, Board Member of Kenya Airports Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Venture? Yes \_\_\_\_\_ or No \_\_\_\_\_

3.4 If answer in 3.3 above is YES give details.

.....

.....

.....

.....

.....

.....

3.5 Has your law firm been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Airports Authority to provide consulting services for preparation of provision of legal services documents to be used for procurement of legal services under this invitation?

Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in 3.5 is YES give details.

.....

.....

.....

.....

.....

.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? Yes \_\_\_\_\_ or No \_\_\_\_\_

3.8 If answer in 3.7 above is YES give details.

.....

.....

.....

.....

.....

.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes\_\_\_\_\_ No\_\_\_\_\_

3.10 If answer in 3.9 above is **YES** give details.

.....

.....

.....

I/We DECLARE that the information given on this form is correct to the best of my/our knowledge and belief and that I/We give the Procuring Entity authority to seek any other references concerning my/our law firm from whatever sources deemed relevant e.g. The Law Society of Kenya, Ethics and Integrity Commission, and other State Agencies, Company Registrar's office, Bankers etc.

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

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**AFFIDAVIT FORM**

**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF  
KENYA**

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

1. **THAT** I am the.....(Managing Partner/Principal Officer/Senior Partner)  
of.....(Name of the Law Firm) which is a candidate in respect of Tender  
Number.....to render legal services to KENYA AIRPORTS AUTHORITY  
and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid candidate has not been requested to provide any inducement to any member of  
the Board, Management, Staff and/or employees and/or agents of KENYA AIRPORTS AUTHORITY, which  
is the procuring entity
3. **THAT** the aforesaid candidate, its servant(s) and/or agent(s) have not been offered and will not offer any  
inducement to any member of the Board, Management, Staff and/or employee(s) and/or agent(s) of KENYA  
AIRPORTS AUTHORITY.

4. **THAT** the aforesaid candidate, its servant(s) and/or agent(s) has not been debarred from any procurement process.

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

<b>SWORN</b> at.....	)	
by the said .....	)	
	)	.....
On this .....day of..... 20.....	)	<b>DEPONENT</b>
	)	
	)	
<b><u>BEFORE ME</u></b>	)	
	)	
	)	
	)	
<b><u>COMMISSIONER OF OATHS</u></b>	)	
	)	
	)	
	)	

### POWER OF ATTORNEY

I/We, ....., being a partner/s of ..... ("hereinafter referred to as "the Firm"), and of Post Office Box Number ..... , ..... in the Republic of Kenya, and do hereby appoint/delegate to ..... (indicate name of the appointed attorney) the following powers:

- a) signing and submission of relevant documents in the tender document;
- b) acceptance of the award; and
- c) signing the relevant Service Level Agreement/Contract and any incidental acts that are reasonably required to be carried out on my/our behalf and that of the Firm in respect to this pre-qualification.

I/We do hereby undertake to ratify and confirm all the acts done by the appointed attorney pursuant to the sole purpose set out in this Deed and confirm that the Firm and/or I/We will not have any claim against anyone in connection with the acts done by the attorney in the course of duty and in the course of executing the specific assignment above mentioned until this power is revoked.

IN WITNESS hereof I/We have hereto set my/our hand at ..... on this.....day of.....2025.

Signed by the Donor/s

.....

..... Name:

Title:

Signed by the Donee

.....

..... Name:

Title:

Stamp of the Law Firm

**FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF.**

Full name of advocate: \_\_\_\_\_

Position in firm i.e. Partner or Associate:

Years and or months with law firm: \_\_\_\_

Membership (and status) in Professional Bodies: -----

Key Qualifications:

*[Give an outline of advocate's key experience and training most pertinent to the Services going not more than five years prior to the Date of the Tender Document. Indicate degree of responsibility held by the advocate on relevant previous assignments and give dates and locations. For experience in last six years, also give types of activities performed and client references, where appropriate].*

Preferred areas of practice if appointed to KAA panel:

*[Give an outline of advocate's preferred areas of practice relevant to the Services and any two outstanding achievements in that area going not more than five years prior to the Date of the Tender Document. Give client references, where possible].*

Employment Record:

*[Starting with present position, list in reverse order every employment held in the last ten years. List all positions held by the advocate giving dates, names of employing organizations, titles of positions held, and locations of assignments].*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of advocate]*

Yours faithfully,

\_\_\_\_\_  
Full name of law firm

Signature of duly authorized person signing the Tender

## PART 2 – SERVICES REQUIREMENTS

## SECTION V - SCOPE OF SERVICES

The KENYA AIRPORTS AUTHORITY hereinafter referred to as the “Procuring Entity” intends to prequalify law firms for the **FOR THE PROVISION OF LEGAL SERVICES TO KENYA AIRPORTS AUTHORITY:**

- (i) To be listed on its Panel for the three (3) year period between July 2025 and June 2028 or as may be extended.
- (ii) To offer a myriad of legal and associated consultancy services in order to build in-house capacity.

Successful law firms shall provide the Services in accordance with this tender and the ensuing Service Level Agreement (SLA) as may be entered between the law firm and the Procuring Entity.

The Procuring Entity shall pre-qualify law firms comprised as follows per the categories provided above.

A law firm shall bid for **only two** categories save for firms that bid for category I as explained above.

### Professional Qualifications

The Advocates must be members of the Law Society of Kenya, in good standing, without any past or current matters before the Disciplinary Tribunal. Due diligence must be carried out to ensure that they have not been disbarred. The Advocates must be in possession of current practicing certificates which must be renewed annually for the entire period of engagement.

The Advocates shall at all times during the period of the engagement conduct themselves in a manner suited to the best interests of Kenya Airports Authority and in particular, any perceptions of conflict of interest are strongly undesirable and will be swiftly remedied.

### Professional Insurance Indemnity

The Bidders must have taken out a valid Professional Insurance Indemnity for the year.

### Expertise

The Law firms must have proven experience in provision of legal services. While it is important for the lead partners to be experienced, the qualification of other members of the firm who will be performing the majority of the legal services should also be of a high standard. This includes associates, pupils and even paralegals.

### Objectives of the assignment

The Procuring Entity shall outsource legal services to build in-house advocates’ capacity for briefs not handled internally. The purpose of this assignment therefore, is to prequalify reputable law firms to the procuring entity’s panel of external Advocates to provide high caliber legal services capable of handling highly complex and sensitive briefs when required by the Procuring Entity.

### Scope of Legal Services



- a. The legal services being procured include but are not limited to: Aviation Law, Debt collection, Company Law, Commercial Law, Land Law, Civil Litigation, Tax Law, Corporate Law, Labour Law, Public Procurement and Disposal Law, International tax and trade Law, Constitutional petitions, Judicial Review, Public Private Partnerships, High value complex matters before specialized tribunals and ADR, Arbitration Law and Practice, both local and international, Mergers and Acquisitions, Constitutional Law, Legislative Drafting, Legal Opinions, International Instruments and transaction advisory services, Concession Agreements and Corporate Governance Services including legal and governance audits. This will also include provision of expert advice and opinions on specific cases, transactions, events including projects. It may involve carrying out searches locally and/or abroad in land, company and other relevant registries as well as liaising with other relevant bodies and authorities.
- b. The lawyers will be expected to primarily work closely and under the auspices of the Corporation Secretary/Chief Legal Officer.
- c. The law firms should attach their firm profiles stating the type of cases handled and their success or failure rate in litigation and provision of legal services generally in the listed legal services in the first paragraph of (a) herein. The firms should also provide a list of their clientele including, where available, government departments and state corporations/parastatals, financial institutions, private organizations and international companies. The Procuring Entity may approach the clientele for comments or clarification on the quality or standard of legal services they receive from the law firm.
- d. The profile should demonstrate experience of the law firm in handling of cases in various dispute resolution Tribunals and Superior Courts (which term shall include the High Court, Employment and Labour Relations Court, Environment and Land Court, Court of Appeal and the Supreme Court).
- e. Area of specialization, where possible, should be indicated, e.g. whether the firm is renowned and experienced in the handling of complex commercial transactions, aviation law, International Instruments and Transaction Advisory Services, Public Private Partnerships, Concession Agreements, judicial review, employment, tax law, constitutional petitions, corporate governance, legal and governance audits etc. The Firms should demonstrate proof of previous assignments in the fields cited and the Partner(s) and/or Associate(s) who undertook the assignment(s). Where any partner(s) or associates have published any books, journals or articles, the same may be stated and citations provided.

### **Firm's History**

The following information should be included: -

- a) Period for which the law firm has been in operation, the number and location of branches the law firm has.
- b) Whether and what changes there have been in the structure of the firm in the past five years.
- c) Number of Partners and their years of experience.
- d) Number of Associates and their years of experience
- e) Number of paralegal staff.
- f) Number of support staff.
- g) Whether the firm and/or advocates is a member of an International Consortium of Lawyers or members of International Legal bodies e.g. the International Bar Association,

East African Law Society, International Commission of Jurists (ICJ) Commonwealth Bar Association etc. This is not a compulsory requirement but would be an added advantage.

### **Facilities**

The firm should possess facilities like a modern e-legal library, access to online law reports or other legal resources, computers, internet connectivity, dedicated telephone lines, functional registries and proper filing system etc. to enable them provide adequate services and facilitate real-time communication.

### **Payment of Fees/Costs**

The selection will consider law firms that offer the right balance of value for money as measured by the quality of legal service offered. Law firms will be required to identify ways in which legal cost for any significant or complex cases can be mitigated.

The payment of fees will be based as may be agreed on: A flat fee for agreed work based on the value of the subject matter; or negotiated and agreed upon fees, both in accordance with the provisions of the Advocates Act and the Advocates Remuneration Order.

### **Ability to work closely with KAA's Legal Department**

The selected law firms will be required to work closely with the Procuring Entity's in-house lawyers.

### **Monitoring and Evaluation**

The Law firms must agree to be monitored through regular client satisfaction surveys in order to ensure that they maintain high standards of service and give regular reports to the Corporation Secretary/Chief Legal Officer (Mandatory). The selected Law firms shall execute Service Level Agreement which shall be binding on them.

SERVICE LEVEL AGREEMENT FOR THE  
PROVISION OF LEGAL SERVICES

.....  
.....  
Ref : .....

between

KENYA AIRPORTS AUTHORITY

and

..... ADVOCATES

\_\_\_\_\_

**THIS SERVICE LEVEL AGREEMENT** is made between:

KENYA AIRPORTS AUTHORITY, of Head Office, Off Airport North Road, Post Office Box 19001-00501, Nairobi, Kenya ("KAA") which expression shall where the context so admits include its successors and assigns, of the one part; and ..... **ADVOCATES**, a Kenyan duly registered/incorporated (*insert the nature of business vehicle LLP, Partnership etc*), situate at (physical address) and of P.O. Box ..... (the "**Firm**") which expression shall where the context so admits include its successors and assigns, of the other part.

**WHEREAS**

A. KAA vide letter of Ref: ..... dated ..... sought provision of legal representation services in ..... served on KAA on 2..... (the "**Brief**"); and

B. The Petition was substantiated in the pleadings and bundle of documents. The Petitioners pray for:

- a. ....
- b. ....
- c. ....
- d. ....
- e. ....

C. The firm, having represented to KAA that it has the required capacity, technical skills, resources and expertise, has agreed to undertake the brief on the terms and conditions set forth in this Service Level Agreement

D. KAA and the Firm wish to formalize their relationship by concluding this Agreement

**1. Definitions**

1.1. "**Agreement**" means this service level agreement, including all attachments and annexures as amended from time to time;

1.2. "**Force Majeure**" mans an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under this Agreement (excluding payment obligations which for avoidance of doubt shall not be affected by Force Majeure) impossible or so impractical as to be considered impossible under the circumstances. It includes a change in law, acts of third parties and acts of God.

- 1.3. “Parties” shall mean KAA and the Firm, and “Party” shall mean either of them; and
- 1.4. “Services” refer to the scope of services listed in Clause 3.

**2. Date of Effectiveness**

This Agreement shall come into effect upon execution by the last Party signing.

**3. Scope of Service**

- 3.1. The Firm shall represent and act on behalf of KAA with regard to the Brief.
- 3.2. The scope of services provided by the Firm will include but not be limited to the following:
  - a. Preparing and filing a response to the Petition
  - b. Preparing the process of witness hearings and witness statements
  - c. Conducting the hearing on behalf of the Authority;
  - d. The ordinary day to day work such as attendances before the Court, conducting meetings with the Authority to discuss any legal issues and strategies relating to the Brief and drafting and sending any correspondence on behalf of the Authority arising thereto;
  - e. Preparation of legal opinions or case summaries in respect of any matters arising out of the
  - f. Brief as and when required by the Authority;
  - g. Other matters directly related to the Brief as the Authority may request from time to time request the firm to handle on its behalf
- 3.3. It is expected that KAA will from time to time provide the Firm with additional specific instructions and the terms of this Agreement will, unless otherwise agreed, apply to all such work.
- 3.4. The Firm shall ensure that the matter is handled to conclusion at the earliest to secure and assure KAA the desired revenue.

**4. Personnel**

- 4.1. The Firm shall provide the Services using the personnel listed below and/or, such other personnel as the Firm may decide are appropriate from time to time: -
  - a) .....
  - b) .....; and
  - c) .....

4.2. KAA hereby approves the provision of the Services by the Firm's personnel listed above.

## 5. Fees and Payment

The breakdown of full and final fees and costs is as follows:

No.	Item	Cost in Kshs
1	Cost of the Financial Proposal	
	Including	
(i)	Remuneration	
(ii)	Disbursements	
	Subtotal (Remuneration + Disbursements)	
	Withholding Tax – 5%	
	Subtotal (Remuneration + Disbursements + Withholding Tax)	
	Value Added Tax (VAT)- 16%	
	Total Contract Price inclusive of all applicable taxes and Public Procurement Capacity Building Levy of 0.03% to be taken to the Form of Tender.	

5.1. The fees shall be paid as follows: -

- 20% upon signature of this Service Level Agreement, review of pleadings and filing of the requisite responses to the same;
- 60% after hearings on merit before the court;
- 20% upon rendering of the judgement

5.2. Where no appearances are entered or where the matter is determined in a summary manner without going to full trial or where settlement is reached prior to confirmation of the first hearing, then the applicable percentage of fees as guided by the Advocates Remuneration Order shall apply.

5.3. The Firm shall raise invoices upon reaching the above milestones. KAA shall settle all fees within sixty (60) days of receipt of such invoice(s).

## 6. Conflicts of interests

6.1. The Firm will generally be free to represent other clients in legal matters where KAA has an opposing interest if such representation does not compromise the Firm's professional obligation to act in KAA's best interests under this Agreement.

6.2. The Firm shall promptly notify KAA in writing of any work or activities which it takes up which may reasonably be in conflict with the interests of KAA.

## **7. Limitation**

The aggregate liability of the Firm and its Persons, in any circumstances whatsoever, and however caused (including the Firm's negligence), for loss or damage arising from or in connection with the Services shall be limited to the quantum of damages sought by the Plaintiff against the KAA.

## **8. Term and Termination**

8.1. The lawyer-client relationship between the Firm and KAA will end when the Firm are no longer actively involved in the Brief. Further, this Agreement may be immediately terminated at any time by either party by giving the other party written notice of termination.

8.2. In the event of a termination, the Firm will take all reasonable steps to wind up its representation in a manner that does not unduly prejudice KA, provided that will be the Firm entitled to payment of reasonable fees and costs incurred in taking such steps.

8.3. Notwithstanding Clause 10.1, this Letter shall terminate at the Firm's instance in the case of failure on KAA's part to pay any amount due to the Firm hereunder, after giving KAA a thirty (30) days' notice.

8.4. In the event of this Agreement being terminated under any circumstances whatsoever:

- a) KAA shall pay to the Firm all arrears of payments due under the terms of this Agreement;
- b) The Firm shall return to KAA any files and documents in its possession or under its control, which belong to, contain or record any confidential information or matters relating to KAA;
- c) The Firm shall refund any money held by it in trust for KAA; and
- d) save as provided in this Clause and in respect of accrued rights, neither party shall be under any further obligations to the other.

## **9. Modification**

- 9.1. Either Party may, at any reasonable time, by a written notice sent to the other Party propose a change to this Agreement.
- 9.2. If any such change results in a change in the fees for the performance of the Services or part thereof by the Firm, an equitable adjustment to the fees shall be agreed in writing by the Parties and this Agreement shall stand amended accordingly.
- 9.3. Should KAA and the Firm fail to reach an agreement either on the change or the adjustment to the fees, the said change will not be implemented and the terms and conditions of this Agreement will remain unchanged.

## **10. Performance Standard**

The Firm undertakes to perform the Services to the highest standards of professional and ethical competence and integrity.

## **11. Settlement of Disputes**

### ***Internal Referral***

The Parties agree that should a dispute arise with respect to this Agreement (“**Dispute**”), they shall make good faith efforts to resolve the Dispute on a business basis through negotiations. Such consultations shall begin immediately after either of the Parties has delivered to the other written request for such consultation.

### ***Escalation***

If within Thirty (30) days following the date on which notice is given the Dispute cannot be resolved, either Party may refer the matter to a court of law in Kenya.

## **12. Data protection**

- 12.1 The personal data collected as part of the performance of the assignment (Clients personal data, other professional contacts of the client) are necessary for the performance of the assignment and the follow-up of files is processed for the purposes management and execution of services. They are also used to meet the legitimate interest of the Counsel in managing client relationships and professional contacts.
- 12.2 They will be kept for the duration of the performance of the assignments or the relationship, until full payment of the fees and expenses, as well as for the entire validity of court or administrative decisions issued following the interventions of the Counsel and exhaustion of remedies. They will



then be archived to meet the legal obligations of the Counsel. They are stored on a computer server within the Lawyer premises and backed up by the Lawyer IT service provider.

- 12.3 Data collected may be used for the purpose of sending invitations to events or disseminating information letters, including by email. These personal data are only communicated to third parties (in particular experts, legal officers, applicant lawyers, notaries, etc.) to the extent strictly necessary for the performance of the assignment in compliance with professional secrecy.
- 12.4 The rights of information, access, rectification, deletion, opposition, portability, limitation and erasure where applicable, available to individuals with regard to personal data concerning them, in accordance with the Data Protection Act No. 24 of 2019 of the Laws of Kenya.
- 12.5 Any complaint about the applicable data protection legislation can be brought before the Data Protection Commissioner in accordance with the provisions of the Data Protection Act No. 24 of 2019 of the Laws of Kenya.

13. Notices

Any notice to be served on either Party by the other shall be in writing, sent by prepaid post, hand delivered, emailed or faxed to the address of the relevant Party and shall be deemed to have been received by the addressee within seven (7) days of posting or if by hand delivery, on delivery, or if by fax, on receipt of a confirmation of transmission.

14. Confidentiality

In furtherance of this Agreement, it is expected that the Parties may, from time to time, share privileged communications, including opinions, pleadings, witness statements letters and other written, electronic and verbal communications. Such disclosures are made with the understanding that they shall remain confidential and all such communication shall only be channeled through the legal department.

15. Authority to Execute

Each Party warrants to the other that the person signing this Agreement on behalf of such Party is duly authorized to do so and to bind the said Party to the terms of this Agreement to the intent that the Agreement shall not be invalidated on grounds that authority did not exist or was not properly given.

16. Governing Law

This Agreement and the Terms together shall form the contract between the Parties and shall be governed by and construed in all respects by the laws of Kenya.

17. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and replaces and supersedes all previous agreements, negotiations or understandings between the Parties whether written or oral with regard to the subject matter.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereunto set their respective hands at Nairobi this \_\_\_\_ day of \_\_\_\_\_, 2025

SIGNED by \_\_\_\_\_ )  
the duly authorized representative )  
of KENYA AIRPORTS AUTHORITY ) \_\_\_\_\_

in the presence of: \_\_\_\_\_ ) Signature  
\_\_\_\_\_ )

SIGNED by (INSERT NAME OF AUTHORIZED)

REPRESENTATIVE OF THE FIRM) )

the duly authorized representative )

of ..... ) \_\_\_\_\_

in the presence of: ) Signature

)

)

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

..... APPLICANT

AND

... RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of  
.....dated the...day of  
.....20.....in the matter of Tender No.....of .....20..... for (Tender  
description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address P. O. Box  
No..... Tel. No.....Email....., hereby request the Public Procurement Administrative Review  
Board to review  
the whole/part of the above mentioned decision on the following  
grounds , namely: 1.  
2.

By this memorandum, the Applicant requests the Board for an  
order/orders that: 1.  
2.

SIGNED ..... (Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review  
Board on..... day of  
.....20.....

SIGNED

Board Secretary