



REQUEST FOR PROPOSAL
FOR
CONCESSIONAIRE TO BUILD, OPERATE & TRANSFER THE PROPOSED AFRAA
OFFICE BLOCK

BID REFERENCE - AFRAA/BOT/001/2021
CLIENT

The Secretary General
African Airlines Association (AFRAA)
P.O Box 20116-00200
Red Cross Road, South C,
Nairobi, Kenya
Tel +254 020230144
Email: secretarygeneral@afraa.org

CLOSING DATE AND TIME:

The RFP documents delivered by hand must be placed in the Tender Box at the **AFRAA Head office, 2nd Floor, Finance office** so as to be received not later than **28th JANUARY, 2022 at 12.00 noon** East African Time (G.M.T. +3)

Online Submission is allowed and Bids must be sent **via email to ceo@finaltus.co.ke; secretarygeneral@afraa.org** so as to be received not later **28th JANUARY, 2022 at 12.00 noon** East African Time (G.M.T. +3).

All prospective bidders are advised to read carefully this tender document in its entirety before making any bid.

Late Tender Submissions will be rejected.

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SECTION 1- REQUEST FOR PROPOSAL INVITATION

1.0 TENDER NOTICE: INVITATION TO SUBMIT BIDS

Date: 9th DECEMBER, 2021,

Tender Reference No: AFRAA/BOT/001/2021

Name of Assignment: Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block

TO: All Prospective Bidders

Dear Messrs,

1. African Airlines Association (AFRAA) invites sealed tenders from eligible and competent partner/concessionaire to Design, Finance, Build, Operate and Transfer of proposed AFRAA Office block, located at AFRAA Offices, Red Cross Road, Nairobi Kenya as detailed in the Request for Proposal document. The bidders are required to develop their proposal to convert and complete existing hotel building into an Office Block.
2. Bidders who wish to participate in the Tender are required to download the RFP document free of charge from the AFRAA website; www.afraa.org and Finaltus' website www.finaltus.co.ke. The document may be inspected and obtained in hardcopies from the AFRAA Offices & Finaltus Ltd Offices during working hours of 8.00 a.m-4.00pm and upon payment of Ksh. 2000.
3. Tender documents shall be accompanied by the mandatory requirements as detailed in the respective RFP documents. Interested bidders are therefore advised to inspect and acquaint themselves with the sections of RFP documents consisting of mandatory, technical, financial and legal requirements.
4. If a bidder consists of a Joint Venture (JV), the full name of the JV shall be used and all members of the JV named, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.
5. Bidders are required to submit a tender security in the amount and format indicated.
6. The bidders shall chronologically serialize/paginate all the pages of the tender document submitted.
7. Duly Completed tender documents, (One original and one (1) copy of the RFP are to be enclosed in plain sealed envelopes of Technical Proposal ("**Original**" and "**Copy**"), while the financial proposal is to be enclosed in a separate envelope marked "Do not open with the Technical Proposal". The Technical and Financial Proposals should be enclosed on one envelope clearly marked:

'Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block'

Tender No. **AFRAA/BOT/001/2021** and Tender description as per instructions in the tender documents and addressed to;

**Finaltus Ventures Ltd,
Transaction Advisors,
Sifa Towers, Lenana Road 8th Floor, Suite 8C
so as to be received on or before 28th JANUARY, 2022 at 12.00 noon.**

**The Secretary General,
African Airlines Association (AFRAA)
P.O Box 20116-00200
South C Nairobi, Kenya
so as to be received on or before 28th JANUARY, 2022 at 12.00 noon.**

8. Tenders will be opened immediately thereafter, in the Finance office, in the presence of bidder or bidders' representatives who chose to attend.
9. AFRAA reserves the right to accept or reject any tender either in whole or in part. Further, African Association Airlines may terminate the tender process at any stage and shall not be liable for any costs whatsoever
10. A physical Pre-Bid meeting and site visit shall be held on **12th JANUARY, 2022**. Bidders who wish to participate in the meeting will be required to communicate their contacts (email, telephone) details in advance to the address here below:
ceo@finaltus.co.ke
11. The RFP includes the following documents:
 - Section I: Request for Proposal Invitation Letter
 - Section II: Instructions to Bidders
 - Section III: Appendix to Instructions to Bidders
 - Section IV: Standard Forms – Technical, Financial & Legal
 - Section V: Financial Capability
 - Section VI: Terms of Reference
12. Bidders may obtain further information and inspect the RFP at the address given in the Appendix to Instructions to Bidders. Any clarifications must be sought before at least seven (7) days to the bid closing date.
13. Please inform us by **17th DECEMBER, 2021** in writing at the address below or by email:
ceo@finaltus.co.ke
 - a) That you have received/downloaded this Request for Proposals; and
 - b) Whether you intend to submit a proposal.

Yours sincerely,

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Email address: secretarygeneral@afraa.org

1.1 DISCLAIMER

AFRAA and its agent/assigns have taken adequate care in the preparation of this Request for Proposal. Nevertheless, the prospective bidder should satisfy itself that the RFP is complete in all respects.

In addition, the bidders should seek additional information and clarifications on the bid including a site visit. The Client will organize a pre-bid meeting at the Request for Proposal stage.

Neither AFRAA, nor its employees, consultants and advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty – express or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the Partner/Concessionaire Selection Process.

Neither AFRAA, nor its employees, consultants or advisors will incur any liability to any Bidder or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this RFP, the award of the Project, the information and any other information supplied by or on behalf of AFRAA or their employees, any consultants or otherwise arising in any way from the Partner/Concessionaire selection process for the Project.

The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of any bidding party. The RFP is not intended to provide the basis for any investment decision and each prospective Bidder must make its / their own independent assessment in respect of various aspects of the feasibility of the Project.

Nothing in this RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither AFRAA, nor its employees, agents, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any perceived inaccuracies therein.

AFRAA or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Concessionaire/ Partner or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

AFRAA reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

AFRAA reserves the right to change any or all of the provisions of the RFP. Such changes will be intimated to all the bidders who have shared their contacts.

AFRAA reserves the right to change, modify, add to or alter the selection process including of additional evaluation criteria. Any change in the selection process shall be communicated to Bidders.

1.2 DEFINITIONS

The following terms used in these Bid Documents shall have the meaning given to them unless otherwise defined herein below:

TERM	DEFINITION
Client	African Airlines Association – AFRAA P.O. Box 20116-00200 Nairobi
Consultants	Finaltus Ventures Ltd 8 th FLOOR,8C, SIFA TOWERS, Lenana Road,
Bid	Shall mean this proposal containing the Mandatory Requirements, Technical Proposal, Financial Proposal and Legal Proposal as submitted by the Bidders in response to this Request for Proposal Document.
Bidding Company	Shall mean a single entity (Sole Proprietorship/Company) or partnership firm or Joint Venture interested to bid for the BOT of the Proposed AFRAA Office building Project.
Bidding Consortium (BC)	Shall mean a group of entities that bid jointly as a Consortium for this RFP with intention of working together towards successful implementation of this Project.
Bid Documents	Shall mean this Request for Proposal (RFP) together with all its attached Annexes and Standard Forms.
Bid Security	Shall have a meaning as referred to in Section 2.35 of this RFP.
Bid Submission Deadline	Shall mean the final date and time for the Bidders to submit their Bids as noted in Section III (Appendix to Instructions to Interested Bidders).
Bid Validity Period	Shall mean the period during which Bids must remain valid as determined under Section III (Appendix to Instructions to Interested Bidders).
Clause	A clause of this Request for Proposals Bid Documents.
Consortium Member	Each entity in the Bidding Consortium shall be referred to a “Consortium Member”.
Contract Period	Shall mean a period agreed between the two parties and defined in the contract agreement to be signed by both parties.
Contracting Authority	Shall mean AFRAA

Development Partner	Shall mean the Successful consortium or single entity that offers the best evaluated technical and financial bid and which shall by itself or through a Special Purpose Vehicle enter into a joint venture Agreement/Contract with AFRAA to implement the Project.
Financial Proposal	Shall mean the financial plan as submitted by the bidding Entity as per the Request for Proposal.
JBA	Means the Joint Bidding Agreement outlined in Standard Form XI to be entered into among the members forming the Bidding Consortium.
Lead Consortium Member (LCM)	Shall mean the Lead Consortium Member who shall be vested with the prime responsibility of developing & implementing the Project in a Consortium with more than one party.
Letter of Acceptance (LOA)	Shall mean the letter issued by AFRAA to the Successful Bidder/Consortium and shall be as per terms mentioned in Clause 2.39
Contracting Authority	The Contracting Authority (CA) for the project is the Secretary General, AFRAA as the authorized representative.
Project	Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block Redesign, reorganize, restructure or modifications of the existing hotel block for operationalization as an Office Block.
Project Facilities	The existing hotel structure and the associated ancillary buildings
Project Site	Shall mean the parcel of land known as LR. No. 209/9765 located at Red Cross Road, South C, Nairobi Kenya.
RFP	Request for Proposal Document.
BOT	Build Operate Transfer
DFBOT	Design, Finance, Build, Operate & Transfer
EC	Executive Committee
EPRA	Energy and Petroleum Regulatory Authority
NCA	National Construction Authority
WIBA	Work Injury Benefit Act
WIP	Work in Progress

SECTION II: INSTRUCTIONS TO INTERESTED BIDDERS

2.0 INTRODUCTION

2.0.1 The Client named in the Definitions section will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.0.2 The bidders are invited to submit a Technical and Financial Proposal as specified in the Appendix "RFP" for selection of build, operate and transfer services required for the assignment named in the said Appendix. The highest ranked evaluated Bidder of the complete proposal shall be invited to negotiate a contract on the RFP and the Bidder's response thereof. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.0.3 The bidder must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference. Bidders should contact the designated official to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.0.4 African Airlines Association will provide the inputs specified in the TOR & Appendix "1", assist the bidder in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1 Purpose of this Document

This RFP is issued to interested Bidders/Firms/applicants to provide instructions and regulations regarding the preparation and the evaluation of Bids.

2.2 Qualification Requirements:

Mandatory Requirements

Bidders are strongly advised that only bids meeting the following mandatory requirements will be evaluated.

The following are mandatory requirements:

- i. Valid Registration Certificate(s)-Attach certified copy of certificate(s) of Incorporation / other registration Certificates / documents for firm/ and consortium members
- ii. Attached certified copy of PIN & VAT certificates
- iii. Attached certified copy of valid Tax Compliance Certificate (in case of foreign firms the relevant Documents to show tax compliance the Country of Domicile)
- iv. Bidders are required to submit fully paginated/serialized (bound) documents including bidders own table of content (one original and one copy), initialed by the bidders authorized representative who has a power of attorney to sign. Bidders may submit the same complete document as softcopy by email as per instructions to Bidders.
- v. A covering letter in form of a duly signed, technical submission from, in

- vi. accordance with Standard Form I.
- vii. The Bidders Information Sheet in Accordance with Standard Form II.
- viii. Certificate of site visit/Pre-bid Conference attendance per format III
- ix. Power of Attorney to the Bidder/Firm Representative Signatory in accordance with Standard Form IV.
- x. Format for Undertaking per standard form V
- xi. Bid Security for the Project in accordance with Section III (Instructions to Interested Bidders) and Standard Form VI
- xii. One of the partners shall be nominated as being the Lead Consortium Member and who shall be authorized to give and receive instructions for and on behalf of any and all the partners of the joint venture, and the execution of the contract per Standard Form VII;
All partners of the Bidding Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- xiii. Bidding Consortium or Joint Venture Agreement entered into by the bidding consortium partners in the format outlined in Standard Form XIV.

2.3 Eligibility

The AFRAA's officials, representatives, employees, and their relatives (spouse and children) are not eligible to participate in the bid.

2.4 Falsified Information

A Bidder who gives false information in the bid document about their qualification, capacity or registrations will be disqualified.

2.5 Cost of Bidding

The interested bidders/firms shall bear all costs associated with the preparation and submission of its bid and of negotiating the Contract including any meetings or visit to the site. AFRAA will in no case be liable for those costs, regardless of the conduct or outcome of the bidding process.

The Client is not bound to accept any of the proposals submitted by interested bidders/firms

2.6 Bid Documents

The Contents of Bid Documents comprise of four (5) main parts of listed in the letter of invitation and should be read together with any addendum issued in accordance with Clause 2.11 of these Instructions to Bidders.

The bid document consists, namely: -

SECTION I Invitation to Submit Bid(S)

SECTION II Instructions to Interested Bidders

SECTION III Appendix to Information to Bidders

SECTION IV Standard Forms

SECTION V Terms of Reference & Evaluation Criteria

The Bidders are expected to examine carefully all instructions, conditions and forms in the bid document. Failure to comply with the requirements for bid submission will be at the Bidders risk.

Pursuant to Clauses 2.2, of Instructions to Bidders, bids which are not substantially responsive to the requirements of the bid documents will be rejected.

2.7 Confidentiality

All recipients of documents for the proposed contract for the purpose of submitting a bid (whether they submit a bid or not) shall treat the details of the documents as "Private and Confidential".

2.8 Inquiries by Bidders

A Bidder intending to make an inquiry relating to the bid documents may notify AFRAA in writing or email at AFRAA's mailing address indicated in the invitation to submit bid(s). AFRAA will respond in writing to any request for clarification which is received earlier than seven (7) days prior to the deadline for the submission of bids.

Written copies of AFRAA's response (including the inquiry but without identifying the source/ entity of the enquiry) will be sent to all Bidder who have written to the Client confirming receipt/downloading of the Bids. If a bidder sends an inquiry after the stated days, AFRAA shall have the option of either responding to the inquiry and extension of the date of submission of bids or ignoring it altogether.

AFRAA shall reply to any clarifications sought by the Bidder within three (3) days of receiving the request to enable the Bidder to make timely submission of its bid(s).

2.9 Evaluation of Bids

The Bid Evaluation Committee shall evaluate the bid(s) within 21 days from the date of opening the bid(s).

2.10 Correspondence

The Client shall ensure that correspondence/ exchange in respect of this RFP is promptly responded to by AFRAA, its agents, assigns or consultants in order to avoid any delay. Correspondence by email shall be considered adequate communication.

2.11 Amendment of Bid Documents & Addendum

At any time prior to the deadline for submission of bids, AFRAA may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bid documents by issuing an addendum.

Any addendum will be notified in writing, E-mail or AFRAA Website: www.afraa.org to all prospective Bidders and will be binding upon them.

In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their bids, AFRAA may, at its discretion, extend the deadline for the submission of bids.

2.12 Preparation of Bids

In preparing the Technical Proposal and Financial Proposals, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.13 Language of the Bidding Documents

The bidders' proposals and all related correspondence and documents in relation to the Bidding Process shall be written in **English Language**. Supporting documents and printed literature furnished by the bidder

may be in another language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the proposal, the English language shall prevail.

2.14 Only One Proposal

The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

Members of a joint venture may not also make an individual Proposal, be a Sub-contractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

2.15 Preparation of Bid proposals-specific considerations

While preparing the Bid Proposal, consultants must give particular attention to the following:

- i. If a Bidder considers that it does not have all the capacity and expertise for the assignment, it may obtain a full range of input/expertise by associating with other firms or entities in a Consortium, joint venture or sub-consultancy as appropriate. Any bidder must show proof of such association by providing proof of a Consortium agreement or Joint Venture Agreement which shall be signed and stamped by all parties/parties representative who must have the power of attorney to sign such documents.
- ii. Proposed professional staff must as a minimum, have the experience indicated in Terms of Reference (TOR), preferably working under conditions similar to those prevailing in Kenya.
Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) shall be submitted for each position. Certified education and professional certificates must be provided and attached.
- iii. Bid proposal format and content
The Bid Proposal shall provide the following information using the attached Standard Forms;
A brief description of the bidder's organization or JV member and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate inter alia, the name of project, value, location, status of completeness, litigation history, profiles of the staff proposed, relevant assignment undertaken, duration of the assignment, contract amount and firm's/proposed staff involvement.
- iv. Methodology and Work plan for performing the assignment
- v. Conditions Precedent or areas to be dealt by Client team

- vi. The list of the proposed staff team by specialty, experience, the tasks that would be assigned to each staff team member
- vii. Activity schedule outlining proposed time lines

2.16 Financial Position

In preparing the Financial Position, the Bidders are expected to take into account the requirements and conditions outlined in the RFP documents.

The Financial position should be demonstrated by providing the Audited Accounts or any other documents to show financial capacity

2.17 Documents Comprising the Bid

The standard forms issued with the bid documents shall be used without exception subject to extensions of the schedules in the same format.

2.18 Currencies of the Bid

The currency for the purpose of the Bid shall be Kenya Shillings (Kshs). The conversion to Kenya Shillings shall be based on the corresponding Exchange rate specified by the Central Bank of Kenya, on the closing date of bid submission.

2.19 Bid Validity

a. Bid validity Period

The bid shall remain valid and open for acceptance for a period of ninety (90) days from the date of Bid opening or from the extended date of Bid opening.

During this period, the Bidders shall maintain its original Proposal without any change, including the availability of the funds, Key Experts, the proposed rates, timelines and the total bid price.

If it is established that any entity in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified.

b. Extension of Validity Period

The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period.

In exceptional circumstances prior to expiry of the original bid validity period, AFRAA may request Bidders for a specified extension of the period of validity.

If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITBs.

The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

The request and the responses thereto shall be made in writing or email.

2.20 No Alternative Offers

The Bidders shall not attach any conditions of its own to its bid. Any Bidder who fails to comply with this Clause will be disqualified.

2.21 Site Visit & Pre-Proposal Conference

A pre-proposal meeting shall be held as per the Appendix to Instructions to Bidders and the Prospective Bidders may plan to attend through their representatives.

2.22 Format and Signing of Bid

The Bidder shall prepare the bid as outlined in Clause 2.23 and mark appropriately one set "ORIGINAL" and the other "COPY".

The bid shall be typed or written in indelible ink and shall be signed, serialized and initialed on all pages by a person or persons duly authorized to sign on behalf of the Bidding Entity. All pages of the bid where amendments have been made shall be initialed by the person or persons signing the bid.

The complete bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the bid, in which case such corrections shall be initialed by the person or persons signing the bid.

2.23 Submission of Bids

Sealing and Marking of Bids

The bidder shall place one (1) original plus one (1) copies of their Proposal in a sealed envelope clearly marked as "ORIGINAL" and the 1 copy as "COPY".

The envelope should be marked

**"REQUEST FOR PROPOSAL FOR
CONCESSIONAIRE TO BUILD, OPERATE & TRANSFER THE PROPOSED AFRAA OFFICE
BID NO: AFRAA/BOT/001/2021.**

The envelope shall be addressed to the address stated in the Appendix to Instructions to Bidders and bear the name and identification of the Contract stated in the said Appendix with a warning '**Do not to open before the [indicate] date and time**' for opening of bids as stated in the said Appendix.

The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked as instructed above, AFRAA will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely for this cause will be rejected by AFRAA and returned to the Bidder.

Deadline for Submission of Bids

Bids must be received by AFRAA at the address specified in the Instructions to Bidders and on the date and time as specified in the Invitation to Submit Bid(s).

Proof of posting will not be accepted as proof of delivery and any bid delivered after the above stipulated time, from whatever cause arising will not be considered.

Bulky bids which cannot be placed in the Bid box will be received by AFRAA on 2nd Floor, Finance office.

Ensure that the documents are officially received before closing time and entered into the register for inclusion during Bid opening.

AFRAA may at its discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 2.11 of the

Instruction to Bidder, in which case all rights and obligations of AFRAA and the Bidders previously subject to the original deadline shall thereafter be subjected to the new deadline as extended.

Any bid received by AFRAA after the prescribed deadline for submission of bids will be returned unopened.

2.24 Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by AFRAA prior to the prescribed deadline for submission of bids.

The Bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of bids, with the inner and outer envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**” as appropriate.

No bid may be modified subsequent to the deadline for submission of bids.

2.25 Bid Opening and Evaluation

Bid Opening

AFRAA will open the Bids immediately after the bid submission deadline in the presence of the Bidders Representatives who choose to attend at the time and location indicated in the Invitation to Bid. The Bidders representatives who are present shall sign a register evidencing their attendance.

At the bid opening, AFRAA will announce the Bidders names AFRAA shall prepare minutes of the bid opening including the information disclosed to those present.

Bids not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Any bid submitted after the deadline for submission of bid shall be returned to the Bidder unopened.

2.26 Confidentiality

After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the Bidders shall not be disclosed to Bidders or other persons

not officially concerned with such process until the successful Bidder is identified, negotiations complete and contract award is done.

Any effort by a Bidder to influence AFRAA in the process of examination, evaluation and comparison of bids and decisions on such bids evaluation shall result in the rejection of the Bidders proposal.

Bidders shall be under an obligation to protect the interest of AFRAA by not divulging confidential information to any party. The bidders may be required to sign a Non-Disclosure Agreement before commencement of contract.

2.27 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, AFRAA may ask Bidding Entity/partners jointly or individually for clarification of their bids. The request for clarification of the response shall be in writing or email or by cable, facsimile or telex.

No Bidder/Bidding Partner shall contact AFRAA on any matter relating to its bid from the time of the bid opening to the time the shortlisting is completed. If the Bidder/Bidding Partner wishes to bring additional information to the notice of AFRAA, he shall do so in writing.

2.28 Determination of Responsiveness

Prior to the detailed evaluation of bids, AFRAA will determine whether each bid is substantially responsive to the requirements of the bid documents. A bid may be deemed non-responsive if it does not satisfy any of the following conditions:

- i. It does not contain sufficient information for it to be evaluated and / or is not in the specific formats.
- ii. It is not signed, serialized and / or sealed in the manner and to the extent indicated in Section 2.2 of this RFP.
- iii. The Technical Proposal is not received in the forms specified in Section III
- iv. It is not accompanied by the Power of Attorney as specified in Section III;
- v. It is not accompanied by the Bid Security as specified in Section II
- vi. It does not contain all the information (complete in all respects) as requested in the RFP; and
- vii. It contains any condition or qualification

For the purpose of this clause, a substantially responsive bid is one which conforms to all the preceding terms, conditions and specification of the bid documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the contract, or which limits in any substantial way inconsistent with the bid documents, AFRAA's rights or the Bidders obligations under the Contract and the rectification of which would affect unfairly the competitive position of other Bidders who have presented substantially responsive bids.

A bid determined to be not substantially responsive will be rejected by AFRAA and may not subsequently be made responsive by the Bidder by correction of the non-conforming deviation or reservation.

2.29 Evaluation of Bids

From the time the bids are opened to the time the shortlisting is completed, if any Bidder wishes to contact AFRAA on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the Bidder to influence the Client in the Bid proposal evaluation, proposal comparison or shortlisting decisions may result in the rejection of the Bidder's proposal.

AFRAA will only evaluate bids determined to be substantially responsive to the requirements of the bid documents in accordance with Clause 2.2.

Responsive Bids will be evaluated in the following steps;

Step 1: Evaluation of Mandatory Requirements

Evaluation of Mandatory Requirements will be assessed. The Bidder will be expected to meet the minimum eligibility in accordance with Clause 2.2.

The Bidder should furnish all supporting evidence to support their technical and financial capability. Any Bidder found to be non-responsive shall not be eligible for the next stage of the evaluation process.

Step 2: Evaluation of Technical Proposal

In this stage the Bidders technical proposal will be assessed. The Bidder should furnish all supporting evidence to support their technical proposal.

Technical Proposals will be assessed in accordance with the following parameters:

- i. A brief description of the company/firm/organization;
- ii. A proof of undertaking of such assignments of similar nature as a developer, financier or operator including a summary of the specific role, input and challenges experienced and how they were resolved;
- iii. An organogram showing the structure of the Bidder
- iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key- information should include academic training, Professional registrations and degree of responsibility held in various assignments during the last ten (10) years

2.30 Applicable Law

This Bidding process shall be governed by, and in accordance with the laws of Kenya and the Kenyan courts shall have exclusive jurisdiction over all disputes, arising under, pursuant to/and/or in connection with the Bidding process.

2.31 Termination

AFRAA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time:

- Suspend and/or cancel the Bidding Process and/or amend or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Retain any information and/or evidence submitted to AFRAA by, on behalf of, and/or in relation to any Bidder and/or;
- Independently verify, disqualify, reject or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
- Terminate the bid process if the successful Concessionaire/ Partner fails to complete any part of the procurement process to the satisfaction of AFRAA, by 30 days' prior written notice.

2.32 Release

It shall be deemed that by submitting the Bid, the Bidder agrees and releases AFRAA, its employees, agents and advisers, irrevocably, unconditionally, and fully all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

2.33 Terms and Conditions

- (i) The intellectual property rights of all design works including graphics, videos, 3D modeling, artworks and materials generated in the course of production shall be vested in and belong to AFRAA. The Partner shall be required to handover all editable source file to AFRAA.
- (ii) Bidder shall be liable for any damage to or loss of property; and any injury to or deaths of the agent's employees during the course of the Service.

2.34 Indemnity

The Bidder/Partner shall indemnify and keep indemnified AFRAA from and against all claims, demands, proceedings, liabilities, losses, damages, and costs whatsoever which AFRAA may directly or indirectly incur arising out of or in connection with the Concessionaire's performance of the services, except to the extent caused by the wrongful or negligent act or omission of AFRAA.

2.35 Bid Security

As part of its bid, the Bidders shall furnish to AFRAA a Bid Security from an established and reputable bank approved by the Central Bank of Kenya (CBK) and located in the Republic of Kenya or an internationally recognized bank.

The Bid Security shall be valid for at least One Hundred and Twenty (120) days from the date of Bid opening or from the extended date of Bid opening.

Any Bid not accompanied by an acceptable Bid Security will be rejected by AFRAA as non-responsive.

The Bid Securities of unsuccessful bidders will be returned as promptly as possible but not later than Twenty-eight (28) days after concluding the Contract execution and after a Performance Bond has been furnished by the Successful bidder to AFRAA. The Bid security of the Bidders will be returned upon the successful bidding company executing the Contract and furnishing AFRAA with the required Performance Bond.

AFRAA shall reserve the right claim and the Bidder shall forfeit the Bid Security under the following circumstances:

- i. If the bidding entity withdraws its Bid at any time during the stipulated period of Bid validity (or as may be extended).
- ii. If the bidding firm, for the period of Bid Validity, in AFRAA's opinion, commits material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from AFRAA in this regard.

In the case of a Successful Bidder/Partner if he/she/it fails:

- i. To accept the Letter of Acceptance, or
- ii. To sign the Contract Documents/ Agreement, or
- iii. To furnish the necessary Performance Bond and Insurances.

In the event that the bid is declared non-responsive, the Bid Security in such cases shall be returned to the respective bidding firm within 30 days from such cessation without interest.

The Bid Security of the unsuccessful bidder will be returned after 30 days without any interest, following the signing of the Contract Agreement by the Successful Bidder.

The Bid Security of the Successful bidder shall be required to be maintained till the signing of the Contract Agreement.

2.36 Declaration

AFRAA will evaluate the bid proposals in strict confidentiality. AFRAA shall not be bound to accept any proposal it may receive. It should be noted that AFRAA will not be responsible for the reimbursement of any cost incurred in the course on preparing the bid proposal.

2.37 Assignment of Contract or Sub-Contracting.

The Development Partner shall not assign or otherwise transfer this contract or any of its rights and obligations hereunder whether in whole or in part without written consent of AFRAA.

2.38. Intellectual Property Rights

Any and all intellectual property rights in the specifications, plans, tests, reports, data, results, custom programmes and other materials developed by the Partner and any of its employees, sub-contractors or agents in performance of the works and the custom programmes and relevant documents supplied by the Partner under or in connection

with this contract are and shall be the sole and exclusive property of AFRAA

2.39 Negotiations

The Contracting Authority shall appoint a team for the purpose of the negotiations. Negotiations will be held at the same address as “address to send information to the Contracting Authority” indicated in the Instruction to Bidders. The aim is to reach agreement on all points and sign a contract.

a) technical negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed methodology, the work plan, the design proposal, time schedule staffing and any suggestions made by the firm to improve the Terms of Reference. The Contracting Authority and successful bidder will then work out final Terms of Reference, staffing and bar charts, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the bidder/firm/consortium can offer within an optimal budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

b) financial negotiations

The negotiations include the clarification of the Consultant's tax liability in the Contracting Authority country and how it should be reflected in the Contract.

The discussion shall be based on Audited Accounts, Line of Credit, cash flow projections, total quotation inclusive of total works and fees, revenue share percentage, and alignment to the payback period and transfer back to AFRAA.

c) Availability of key experts/staff

Having selected the successful bidder/firm/consortium based on the evaluation of proposals the CA expects will negotiate a contract based submitted proposal. Before contract negotiations, the CA will require assurances that the firm/joint venture partners/experts are available by requesting for statement of undertaking from the bidder.

The CA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the bidder/firm/consortium may be disqualified.

d) Conclusion of negotiations

The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected bidder will initial the agreed Contract. If negotiations fail, the Client will invite the bidder/firm/consortium whose proposal received the second highest

score to negotiate a contract.

2.40 Award of Contract

Subject to Clause 2.39, AFRAA will award the bid and enter into a Concessionaire Contract Agreement with the Successful Bidder:

- Whose bid is determined to be substantially responsive to the bid documents, and
- Who has been assessed as being technically and financially capable, and
- Who has attained the highest aggregated score in the TECHNICAL and FINANCIAL evaluation.

The selected bidder shall be expected to commence the assignment on the date and at the location specified in Appendix "A".

AFRAA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for AFRAA's action.

To qualify for contract awards, the tenderer shall have the following:

- Necessary qualifications, technical & financial capability, experience, services, equipment and facilities to complete and operate the Offices Complex.
- Legal capacity to enter into a contract for the proposed procurement.
- Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- Shall not be debarred from participating in any public procurement whether locally or internationally.

Performance Bond

Within Fourteen (14) days of receipt of the notification of award from AFRAA, the Successful Bidder shall furnish AFRAA with a Performance Bond in an amount or percentage points stated in the Appendix to Instructions to Bidders or as guided by the standard format documents.

The Performance Bond to be provided by the Successful Bidder shall be an unconditional, issued at the Successful Bidders option by an established and reputable Insurance Company approved by Insurance Regulatory Authority (IRA)/ a bank registered by the Central bank of Kenya and located in the Republic of Kenya or an internationally recognized insurance approved by IRA.

Notification of Award and Signing of the Consulting Contract Agreement

Prior to the expiry of the bid validity period prescribed by AFRAA, AFRAA will issue the Successful Bidder, in writing and by registered mail, a letter that its Bid has been accepted. This letter hereinafter and in all contract documents shall be called "Letter of Acceptance".

Within fourteen (14) days of receipt of the Letter of Acceptance from AFRAA, the Successful Bidder shall send a written acknowledgement agreeing to comply with the conditions set out therein and for the execution of the development contract. This notification of award will constitute the formation of the Contract subject to the parties signing the Concessionaire Agreement.

The Successful Bidder shall sign the Concessionaire Agreement from AFRAA within Twenty-eight (28) days from the date of receipt of the Contract Agreement and return it to AFRAA fully executed for registration.

Upon the furnishing of the Performance Bond by the Successful Bidder to AFRAA, AFRAA will promptly notify other Bidders that their proposals have been unsuccessful and their bid security will be returned within 30 days without interest upon signing of the Concessionaire Agreement.

SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS

The following information regarding the particulars of the bid shall complement, supplement or amend the provisions of the Instructions to Bidders. Whenever there is a conflict between the provisions of the Instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Bidders.

2.0	Project Name	Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block Bid Reference. AFRAA/BOT/001/2021
2.0	Contracting Authority	AFRAA
2.6	Obtaining Bid Documents	Bid documents are to be downloaded from the website: www.afraa.org and www.finaltus.co.ke Bid Documents may be obtained, upon payment of the requisite fees of Ksh. 2000 at the following address: Office of the Procurement Manager AFRAA Red Cross Road, South C
2.13	Language of Bid	All Bids, correspondence and documents required under or related to the Bid Process shall be made in the English language. Bidders may submit Bids, correspondence and documents in any other language, provided that the same are accompanied by an English translation
2.18	Bid Security Currency	Kenya Shillings (Kshs.)
2.19	Bid Validity Period	Submitted Bids shall remain effective for Ninety (90) Days from and including the date of the Bid Submission Deadline.
2.21	Pre-proposal Conference/ Site Visit	A Pre-proposal conference shall be conducted on 12th JANUARY, 2022 10.00am Nairobi Time to 12.00 noon Nairobi Time. For this purpose, they will provide details to the Transaction Advisor specified below: The Director, Finaltus Ventures Ltd, Transaction Advisor, Lenana Road Email – ceo@finaltus.co.ke
2.23	Address for Submission of Bids	Tender Box, AFRAA Head office, 2nd Floor, Finance office, Red Cross Road, South C, Nairobi, Kenya P.O. Box 20116-00200 Nairobi, Kenya

2.23	Bid Submission Deadline	<p>Bids delivered by hand must be placed in the Bid Box on 2nd Floor, Finance office, AFRAA Head office. so as to be received not later than Friday, 28th JANUARY, 2022 at 12.00 noon East African Time (G.M.T. +3).</p> <p>Bid shall be opened immediately in the presence of bidders or representative who chose to attend. Location: 2nd Floor, Finance office, AFRAA Offices, Red Cross Road, South C, Nairobi, Kenya.</p>
2.23	Number of Copies of the Bid	one (1) original and one (1) copy
2.40	Performance Bond	10% of the Contract Sum as Agreed after Negotiation

SECTION IV: STANDARD FORMS

(Bidders Letterhead)

1. BID SUBMISSION FORM

(The Bid Submission Form is to be submitted by the Bidding Company or the LCM of a Bidding Consortium, along with the Bid. To be provided on respective interested bidder's letterhead).

Date:

To:

The Secretary General, AFRAA
P.O. Box 20116-00200
NAIROBI.

Dear Sir/Madam,

REF: RFP FOR CONCESSIONAIRE TO BUILD, OPERATE & TRANSFER THE PROPOSED AFRAA OFFICE BLOCK

We, the undersigned, offer to provide the services for Design, Finance, Build, Operate and Transfer for existing AFRAA Hotel Building, Red Cross Road, South C, in accordance with your Request for Proposal dated [Date] and our Proposal.

Please find enclosed One (1) original and one (1) copy of our Bid in respect of the Selection of an investment partner for the Project.

Please find a (emailed) softcopy of our Bid in respect of the Selection of an investment partner for the Project.

We are hereby submitting our Proposal, to convert/change the building-
indicate]as an office block

We have also attached the mandatory requirements as listed in the Bid documents.

We hereby confirm the following:

The Bid is being submitted by *(name of the Bidding Company/ Lead Consortium Member in case of Bidding Consortium)* who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising *(mention the names of the entities who are the consortium members)*, in accordance with the conditions stipulated in the RFP. *(In case of a Bidding Consortium).*

Our Bid includes the Power of Attorney for designating the Lead Consortium Member in the format specified in the RFP, and the Joint Bidding Agreement (as per the principles stated in the RFP) between,

We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by AFRAA and in any subsequent communication sent by AFRAA. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission

as stated in the RFP or in any of the subsequent communications from AFRAA.

The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We confirm that we are solely responsible for any errors or omissions in our Bid.

We confirm that our Proposal does not contain any Conditions.

The Bidding Company / Bidding Consortium of which we are the Lead Consortium Member (Please strike out whichever is not applicable), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.

Power of Attorney from the Bidding Company / Lead Consortium Member authorizing the undersigned as the Authorized Representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Successful Concessionaire, etc., in respect of the AFRAA Project is included as a part of the Proposal.

We confirm that our Bid is valid for a period of 90 days from the last date of submission of the Bid.

We further confirm that we shall not assign this contract or sub-contract any portion of it without the client's prior written consent. The contract shall be governed by the Laws of Kenya and the language of the contract shall be English language

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

We remain,

Yours sincerely,

For and on Behalf of:

Signature and Stamp:
(Authorized Representative and Signatory)

Title/Name of the Person:

Designation:

Name & Address of Firm

2. INFORMATION SHEET FOR THE BIDDING CONSORTIUM (BC) PARTY

Date.....

Each Applicant that is a BC Party must submit this information.

BC Applicant Legal Name: [insert full legal name]
BC party / Sub-Contractor's Legal Name: [insert full legal name of JV party]:
BC Party's Country of Registration: [indicate country of registration]:
BC party's year of constitution: [indicate year of constitution]:
BC party's Legal address in country of constitution: [insert street/ number/ town or city/ country];
BC party authorized representative information Name: [insert full legal name] Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of: <ol style="list-style-type: none">1 Articles of Incorporation or Documents of Constitution of the legal entity named above.2 In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

3. CERTIFICATE OF BIDDER'S/ PARTNER'S VISIT TO SITE OR PRE-BID CONFERENCE

This is to certify that

[M/s]

.....

..... Being the authorized representative/Agent of [Name of Qualified Partner]

.....

participated in the organized visit of the site/pre-bid conference of the works for the [Name of Contract] **Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block**

held on

..... Day of 20

Signed

[AFRAA's Representative]

.....

NOTE: This form is to be completed whether the site visit/Conference is made at the time of the organized site or privately organized.

4. POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

We (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms..... (name and position) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project "**RFP FOR CONCESSIONAIRE TO BUILD, OPERATE & TRANSFER THE PROPOSED AFRAA OFFICE BLOCK**", including signing and submission of all documents and providing information / responses to the AFRAA, representing us in all matters before AFRAA, and generally dealing with AFRAA in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20.....

For

(Signature Name, Title and Address) Witnesses:

1

2

Notarized

Accepted

.....
(Signature, Name, Title and Address of the Attorney)

5. FORMAT FOR UNDERTAKING

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the bid shall be liable for disqualification and our Bid Security accompanying the Bid will be forfeited.

Also, we are aware that if the information / document furnished is found to be untrue or false during the currency of contract, then our contract is liable for termination.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by AFRAA for this bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant proposals.

We remain,

Yours sincerely,

For and on Behalf of:

Signature and Stamp:
(Authorized Representative and Signatory)

Title/Name of the Person:

Designation:

Name & Address of Firm

Signature of Witness

Witness/Name _____

Address _____

Dated the _____ day of _____ 20____.

6. FORM OF TENDER SECURITY

[letter head of the Bank/Insurance]

WHEREAS (Hereinafter called "the Bidder") has submitted his bid dated for the build, design and operate of proposed AFRAA block of (*Name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at

..... (herein after called "the Bank/Insurer"), are bound unto (hereinafter called "the

AFRAA") in the sum of Kshs..... for which payment well and truly to be made to the said

AFRAA, the Bank binds itself, its successors and assigns by these presents sealed with the Common

Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after bid opening the tenderer withdraws his tender during the period of bid validity specified in the instructions to tenderers

Or

2. If the tenderer, having been notified of the acceptance of his bid by the AFRAA during the period of the bid validity:

a. fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or

b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to

Tenderers;

We undertake to pay to AFRAA up to the above amount upon receipt of his first written demand, without the AFRAA having to substantiate his demand, provided that in his demand AFRAA will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[signature]

7. FORMAT OF POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER

(Each firm to designate LCM on separate sheet)

POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER

Whereas AFRAA has invited proposals from interested parties for Concessionaire to Build, Operate & Transfer the Proposed AFRAA Office Block

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the RFP/Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the Consortium Member to designate the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Consortium Member) (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Consortium Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with AFRAA, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with AFRAA.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Consortium Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us / Consortium.

Dated this day of.....20.....

Signed & Stamped:

8. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business name.....
 Location of business premises.....
 Plot No.....
 Street/Road.....
 Postal Address.....Tel No.....
 Fax No.....
 Email.....
 Nature of business.....
 Registration Certificate No.

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

 Name of your bankers.....
 Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship	Shares

Part 2 (c) – Registered Company Private or Public

State the nominal and issued capital of company Nominal Kshs. Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship	Shares

Part 3 (a) Litigation history.

The applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years. A consistent history of awards against the applicant or any partner of a joint venture may result in failure of the application.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs.)

Part 3 (b).

State if your company is a subject of bankruptcy proceeding, in receivership, administrative receivership or any other form of liquidation as defined by the applicable

law.....

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

9. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS COMMITMENT TO THE CODE OF ETHICS

(To be submitted as part of any quotation or tender or proposal)

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 and 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

10. COMPANY/FIRM'S BIDDER'S REFERENCES/ SPECIFIC EXPERIENCE

Relevant Projects Carried Out in the Last Five Years that Best Illustrate Capacity & Qualifications

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

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

Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

NB: Proof of undertaking such assignments must be attached by the bidder.
(May be amended as necessary)

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

Name	Position	Task

- **Support Staff**

Name	Position	Task

ACTIVITY SCHEDULE

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature:

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

ACTIVITY (WORK SCHEDULE)

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
<ul style="list-style-type: none"> • Interim Progress Report <ul style="list-style-type: none"> • First Status Report • Second Status Report 	
3. Draft Report	
4. Final Report	

SECTION V: FINANCIAL CAPABILITY

The prospective bidder must have adequate capability to sustain the financing requirements for the detailed engineering design, Construction and/or operation and maintenance phases of the project.

For purposes of pre-qualification, the capability of the bidder shall be measured in terms of proof of the ability to provide:

- Audited financial statements for the past three years
- Latest management accounts
- Compliance documents from relevant financial authorities, performance and warranty bonds, insurance cover for the project including comprehensive general liability insurance, acceptance tests and procedures, and warranty period and procedures (after transfer);
- Proposed Project Cost, operation and maintenance cost, project financing, Preliminary Financial Model, Return on Investment, Payback Period and duration of concessionaire etc
- Demonstrate Experience as a Financier/Sourcing of Funds
- No. projects where Bidder/Partner Entity has been involved as a financier or sourcing for funds. Include documentary evidence or reference letters.
- Revenue share percentage schedule with AFRAA
- Lines of credit and bank overdraft facility

SECTION VI: TERMS OF REFERENCE

5.1 INTRODUCTION

African Airlines Association has been undertaking a construction project for a hotel located at its Headquarters in South C, Red Cross Road, Nairobi, Kenya. The Project is at an advanced stage and the superstructure is complete. However AFRAA is desirous of changing the project into an Office Block through a Concessionaire to Build Operate and Transfer to the AFRAA.

AFRAA is therefore seeking to onboard an investment partner through this Request for Proposal. The Concessionaire/Partner/s will be expected to undertake the Design, Finance, Build, Operate and Transfer (DFBOT) the Office development, which entails, completion and operationalizing of the proposed Office Block.

The proposed design, completion, equipment installation and maintenance, as well as daily services and operational costs/management will be accomplished by the Concessionaire/Partner as per the specifications; terms and conditions stipulated in the Request for Proposal (RFP) and agreed Contractual terms.

African Airlines Association would like to seek for proposals from Partners to build, operate and transfer (BOT) an office block in order to facilitate alternative source of income as mandated by Executive committee (EC).

The Bidders are notified to bid on complete scope and submit the fixed price for the total solution; and no partial solution or alternation of price afterwards will be considered or accepted.

5.2 BACKGROUND OF AFRAA AND THE PROJECT

The African Airlines Association, also known by its acronym AFRAA, is trade association of airlines which hails from the nations of the African Union. Founded in Accra, Ghana in 1968 and headquartered in Nairobi, Kenya, the primary purpose of AFRAA are to foster commercial and technical co-operation among African airlines and to represent their common interest.

AFRAA membership is spread across the entire continent and includes all major international African operators. The association members represent 83% of the total international traffic carried by all African Airlines.

AFRAA Secretariat through the Executive committee has been mandated to find alternative sources of income for sustenance of operations of the association while reducing overreliance on membership subscriptions. Section of AFRAA land was therefore set aside for construction of a hotel facility located at South C and owned by AFRAA.

However, due to changes in the market trends, internal realignment of AFRAA objectives, need to concentrate on core services and preservation of resources, AFRAA has found it necessary to engage a development/investment Partner who will take up the Project, Complete it/change it to preferred use, run it for several years to recoup their investments and finally transfer the facility to AFRAA.

The cost of work already done, cost of demolitions as well as returns analysis is clearly highlighted in Appendix 1 of the RFP

AFRAA is hereby looking for a business partner to invest in the project by converting it to an office bloc. The partner will then operate the office block for recovery of investment & profits from the proceeds thereof and transfer the office block to AFRAA at the end of stipulated period.

5.3 OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is the identification and contractual engagement of an investment partner to Design, Finance, Build, Operate and Transfer the existing Hotel building by completing it as an Office Building. The investor shall recoup their invested funds plus profits and thereafter the building shall revert to the Client.

5.4 SCOPE OF WORKS

The on-boarded Investment Partner is to Finance, Build (complete) and Operate the facility for an agreed period that is adequate to recover the injected funds and the due profits. At the end of the operation period, the Partner will transfer the premises to AFRAA.

The Partner is to (I) Build and Maintain the AFRAA offices (II) Operate the offices for an appropriate period. At the end of the operation period, the Partner will transfer the premises to AFRAA.

(I) Build, Maintain and Transfer

The proposed office block will be redesigned within the existing and available space. The office spaces will be commercial.

(II) Operation

The Client, AFRAA will not play any role in the operations of the facility by Partner who shall provide the following;

- Responsible for the daily operation and maintenance of the property.
- Responsible for the incomes, collections and keeping records the financial position
- The office should be self-financed to support all its operational cost include all the maintenance cost, utility cost (e.g. electricity, water, sewage, telecommunication and etc.) rental fee and management fee
- Address issues related to financiers and repayment of any loans advanced for the project
- Discuss with the Client on the exit strategy, lease-back arrangements etc
- Discuss the formation of SPV for the project and terms of the engagement

5.5 CLIENT/AFRAA OBLIGATIONS

The Client, AFRAA will provide the documents listed here below but the Bidders will still be required to conduct their own tests and investigations during the implementation phase of the project;

- Site survey map/Topographical Survey
- Structural Integrity test for the building

- Final Progress Report
- Feasibility Study but the Bidders shall be required to undertake their own feasibility study
- Floor Plans and the Cost Estimates of the Proposed Conversion though bidders will be free to develop their own designs

5.6 SUBMISSION OF RFP

By submitting your proposal to us, you agreed the terms and conditions stated in this Request for Proposal.

Please submit RFP in a sealed envelope to the tender box;

The technical proposal is expected to be prepared in accordance with the "scope of work" listed in section 5 of TOR in this RFP and covering the subjects listed & accompanied by the following documents;

1. Copies of original documents defining the constitution or legal status, tax registration, place of registration and principal place of business, power of attorney of the signatory of the bid to commit the bidder;
2. Copy of a Valid Tax Compliance Certificate
3. Current NCA License (In case of Building Contractors)
4. Current company search (CR12) must be issued within the last one month;
5. Business Permit License
6. Relevant job/firm references for the tender
7. Experience in works of a similar nature and size for each of the last five years and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
8. Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract;
9. Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports of the past five years;
10. Evidence of adequacy of working capital for this Contract (access to lines(s) of credit and availability of other financial resources);
11. Copies of certified bank statements for the last two (2) years;
12. Statement on source of funds;
13. Statement on anti-money laundering
14. Information regarding any litigation, current or during the last five years' in which the bidder is involved, the parties concerned and disputed amount; and;
15. Proposals for subcontracting components of the Works amounting to more than 10 per cent of the Contract Price;
16. The company organization chart for the tenderer.
17. Proposed project programme and project team organization with the qualification of key personnel in the project and their CV's.
18. Work schedule of the project.
19. Insurance cover(s) taken up by the bidder in the course of operations i.e. WIBA.
20. Evidence of mandatory site visit
21. Evidence of Contractor registered with NCA 5 License and above
22. Evidence of Contractor/professional registered with EPRA License
23. Tender Security-The Tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitations to RFP's. This shall be in the amount of Kshs. 500,000.

5.7 EVALUATION OF BIDS

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

Table 1: Evaluation criteria

No.	EVALUATION CRITERIA FOR TECHNICAL PROPOSAL	SCORING CRITERIA	
		YES	NO
A	STAGE 1: Preliminary screening (Mandatory requirements)		
A1	<ul style="list-style-type: none"> i. Legal status of the lead consultant/consortium member and any firm engaged: ii. Certificate of Registration/Incorporation iii. Tax Compliance certificate & PIN Certificate iv. CR 12 and Copies of Directors IDs v. Evidence of Physical Office location vi. Registration & Licenses (in case of foreign firms the equivalent to the above Documents to be provided from their Country of Domicile)		
A2	If a consortium, <ul style="list-style-type: none"> i. Submitted a duly signed Technical Submission Form ii. Signed Joint Consortium Agreement by all consortium members to be provided iii. All other relevant document as per Standard Forms – duly executed 		
A3	Submission of Bid Security		
NB	<i>A bidder who scores NO in the mandatory criteria shall be considered unresponsive and shall not proceed to the technical evaluation stage</i>		

STAGE 2: TECHNICAL EVALUATION CRITERIA			
No.	Evaluation Attribute	Points	
B1 TECHNICAL	<p>Specific experience of the Company/consortia related to the assignment per Expert required as follows;</p> <p>Bidder's company profile and experience</p> <ul style="list-style-type: none"> i. Company profile & Organogram ii. Relevant experience/Job reference on planning, construction, operating an Office facility iii. Experience as an Investor/Developer – Completed/ operational Project, include documentary evidence such as Completion Certificate, Occupation certificate, Operational Licenses to show involvement/experience in Building Construction industry 	5 points	5 points
B2 TECHNICAL	<ul style="list-style-type: none"> i. Comments of ToR, Project Status, Documents to be availed by the Client, Conditions precedent, advance Terms sheets etc ii. Outline Understanding the Client Objectives iii. Detailed Proposal from the Bidder on the proposed changes/investment/conversion of existing hotel facilities into an Office Block iv. Evidence of Understanding the local conditions and business environment v. Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference, realistic and implementable <p>Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones.</p> <p>The proposed work plan should be consistent with the financing structure, cash flow projections, technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan for a complete Project.</p>	30 points	
B3 TECHNICAL	<p>Qualifications and competence of the key staff for the assignment (Relevant education, training, experience in the sector/similar assignments) for the following;</p> <ul style="list-style-type: none"> i. Project Manager/ Architect ii. Financial Expert/Investment Expert iii. Legal Expert iv. Quantity Surveyor v. Civil and Structural Engineer vi. Electrical Engineer 	5 points	

	vii. Mechanical Engineer viii. Land Surveyor ix. Environmental expert	
	TOTAL	60
FINANCIAL EVALUATION	i. Experience as a Financier/Sourcing of Funds – 2 No. projects where Bidder/Partner Entity has been involved as a financier or sourcing for funds. Include documentary evidence or reference letters.	10 points
	ii. Revenue share percentage schedule with AFRAA	5 points
	iii. Preliminary Financial Model, Return on Investment, Payback Period, duration of concessionaire and total operation, maintenance and project costs	10 points
	iv. Compliance documents from relevant financial authorities	5 points
	v. Lines of credit	5 points
	vi. Latest management accounts and past three years audited financial statements.	5 points
	TOTAL	40
	GRAND TOTAL	100

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

5.8 PROPOSED PROJECT SCHEDULE

(i) Time for Completion on Design and Build of the proposed office block: **26 weeks**

(ii) Estimated office operation commencement date: TBA

(iii) Estimated project completion date: TBA

(iv) Either party can terminate the project with a 3-month notice in writing at any time. The project can also be extended in yearly basis at the end of the project subject to mutual agreement.

Major Events and Activities	Target Completion
Confirmation of office Project Formation of Steering and Working Committee	TBA
Confirmation of office Design Construction works to completion	TBA
TBA	
Soft Opening	TBA

5.9 PROJECT MANAGEMENT REQUIREMENTS

- (i) Concessionaire/Partner shall be responsible for the related task in managing this project and co-ordination with financiers and sub-contractors and be a single contact point to AFRAA. Operation rundown, staff movement plan and other tasks related to overall project management shall be done by Concessionaire/Partner.
- (ii) The Concessionaire/Partner shall co-ordinate with the project consultants and AFRAA management.
- (iii) Concessionaire/Partner shall compile a list of tasks to discuss and co-ordinate with AFRAA management; Local authorities, on logistics such as drawing approvals, permits, licenses and services such as electricity and water.
- (iv) Concessionaire/Partner is required to participate in meetings with AFRAA Management and submit work-in-progress (WIP) report on weekly basis.
- (v) Concessionaire/Partner shall be flexible to accommodate changes and make adjustments to plan upon request by AFRAA.
- (vi) The selected Concessionaire/Partner shall ensure the quality and accuracy of the work, comply with rules and regulations, abide to statutory requirements and as advised by AFRAA.