



**SUPPLY AND INSTALLATION OF BATTERIES FOR THE
SOLAR POWER PLANT AT MANDA AIRPORT**

TENDER NO. KAA/OT/MANDA/0034/2020-2021

**RESERVED FOR YOUTH, WOMEN AND
PEOPLE LIVING WITH DISABILITY**

NOVEMBER 2020

MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 - 00501
NAIROBI

GENERAL MANAGER (P&ES)
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SECTION I. INVITATION TO TENDER

CONTRACT NO: KAA/OT/MANDA/0034/2020-2021 **DATE:** 5th NOVEMBER 2020

CONTRACT NAME: SUPPLY AND INSTALLATION OF BATTERIES FOR THE SOLAR POWER PLANT AT MANDA AIRPORT,

- 1.1 The Kenya Airports Authority invites tenders from **Duly Registered Youth, Women & Persons Living with Disability Owned Enterprises** for Supply and Installation of Batteries for the Solar Power Plant at Manda Airport.
- 1.2 Interested candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal>.
- 1.3 Upon accessing the tender documents, interested bidders shall submit their response to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>. For 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 for login credentials early enough and not later than 3 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- 1.4 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on "Tech Bid" the system will allow you to create a document, Click "create" button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
- 1.5. The tender shall be submitted **online** on or before **11th November 2020 at 11.00 am**. Late bids shall be rejected.
- 1.6. Tenders will be opened **online** immediately thereafter at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The procuring entity will provide a copy of the tender opening register to bidders who will have submitted their tender documents.
- 1.7 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> portal. You are advised to regularly check the website during the bidding period.

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

SECTION II. INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not be applicable.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) A Tender Form and a Price Schedule completed in accordance with Paragraph 2.9, 2.10 and 2.11 below.
 - (b) documentary evidence established in accordance with Paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with Paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with Paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Paragraph 2.22
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to Paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under Paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-

stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

- (d) That, the Bidder meets the qualification criteria listed in the Appendix to Instructions to the Tenderers.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

- 2.14.2 The tender security shall be in the amount of 0.5 - 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with Paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non- responsive, pursuant to Paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Paragraph 2.27 and furnishing the performance security, pursuant to Paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be

suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (**11th November 2020 at 11.00 am.**).

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than the time and date specified in the Appendix to Instructions to Tenderers.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*day, date and time of closing*). and in the location specified in the Invitation to Tender.

- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.4 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations.

The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Procuring entity's Right to Vary quantities

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

Procuring entity's Right to Accept or Reject Any or All Tenders

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of Paragraph 2.27 or Paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.5	<p>The address for the purpose of clarification of tender document is as follows:</p> <p style="text-align: center;">General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: tenders@kaa.go.ke</p>
2.10	<p>Tender prices</p> <p>The prices indicated shall be DDP Manda Airport, Lamu (Incoterms 2020) and shall be inclusive of all taxes and installation costs.</p>
2.11.1	<p>Tender Currencies</p> <p>Prices shall be quoted in Kenya Shillings</p>
2.12	<p>Tenderers Eligibility and Qualifications</p> <p>Tenderer to meet the requirements indicated in the evaluation criteria below.</p>
2.13	<p>Goods Eligibility and Conformity to Tender Documents</p> <p>Tenderer to meet the requirements indicated in the evaluation criteria below.</p>
2.14.1	<p>Tender Security</p>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The tender security shall be in the form of a duly filled and signed Tender Securing Declaration Form
2.17 and 2.18	<p>The deadline for submission of tenders is 11th November 2020 at 11.00 am.</p> <p>Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals</p>
2.20	<p>Opening of Tenders</p> <p>Tenders will be opened online immediately thereafter at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The procuring entity will provide a copy of the tender opening register to bidders who will have submitted their tender documents.</p>
2.24	<p>Evaluation and Comparison of Tenders – notes</p> <ol style="list-style-type: none"> 1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. 2. From the time of tender opening to the time of Contract award, if any Tenderers wishes to contact the Procuring entity on any matter related to the bidding process, it should do so in writing.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>3. Any attempt by a Tenderer to influence the Procuring entity in the evaluation of the tenders or Contract award decisions may result in the rejection of its bid.</p> <p>4. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers, the Procuring entity may, at its discretion, ask any Tenderers for a clarification of its bid. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring entity in the evaluation of the bids</p> <p>5. If a Tenderer does not provide clarifications of its bid by the date and time set in the Procuring entity's request for clarification, its bid may be rejected</p> <p>6. During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> a. "Deviation" is a departure from the requirements specified in the Bidding Document; b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and c. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
2.25	Preference not applicable
2.30	<p>Performance Security:</p> <p>The amount of performance security shall be: One (1) percent of the Contract Price in order to cover the Procuring entity's warranty obligations and shall be in the form of</p> <ul style="list-style-type: none"> a) Cash or b) Banker's cheque or c) A bank guarantee or d) Such insurance guarantee approved by the Public Procurement Oversight Authority (The insurance policy number must be provided) or e) Letter of credit

EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, the following will be the evaluation criteria for determination of responsive tenderer leading to award of the contract:

I. Preliminary Evaluation

Tenderers shall **submit copies of all** the following documents with the tender:

- i. Duly filled Tender Securing Declaration Form
- ii. Registration/Incorporation of the tenderer.
- iii. A valid current KRA tax compliance certificate which shall be valid at the time of tender opening.
- iv. Duly completed Form of Tender in the format of the attached form.
- v. Duly completed Self-Declaration form in the format provided (in case of a joint venture, all parties must submit).
- vi. Duly filled Confidential Business Questionnaire
- vii. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.
- viii. Copy of valid business permit.

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

2. Technical Evaluation

Criteria	
A. Qualifications of the bidder	<p>The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. The minimum requirement is:-</p> <ul style="list-style-type: none">i. Ino. Solar Photovoltaic Electrician licensed by the Energy & Petroleum Regulatory Authority minimum Class T2 and with 3 year experience;ii. Ino Electrical Technician licensed by the Energy & Petroleum Regulatory Authority Minimum Class C with one-year experience. <p><i>NB: Bidders shall submit CV's and copies certificates of key personnel to be involved in the works.</i></p>
B. Compliance with Technical Specifications	<ul style="list-style-type: none">i. Tenderer shall furnish documentary evidence in form of material datasheet to demonstrate that the Goods they offer comply with or exceeds the specifications and all other requirements in the tender document found in Section V- Technical specifications under section 2.2- Technical Compliance Requirements in the bidding document.

NB. Bidders shall comply with all technical specifications. Where they do not comply, the bidder shall provide an alternative or equivalent.

3. Financial Evaluation

The award will be to the lowest evaluated bidder. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity pursuant to section 82 of the public procurement and asset disposal act, 2015

NB: Due diligence may be carried out on any of the information provided by the bidder

SECTION III.
GENERAL CONDITIONS OF CONTRACT

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3.1 **Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

“The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- (a) “**The Contract Price**” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (b) “**The Goods**” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (c) “**The Procuring entity**” means the organization purchasing the Goods under this Contract.
- (d) “**The Tenderer**” means the individual or firm supplying the Goods under this Contract.

3.2 **Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 **Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection

therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring

entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 **Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 **Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 **Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 **Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 **Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 **Language and Law**

3.14.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 **Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

6.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

6.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p>Performance Security:</p> <p>The Performance Security shall be 1% of the contract sum.</p>
3.10.1	<p>Delivery and Documents</p> <p>Delivery of goods shall be made on DDP Incoterms 2020 (Manda Airport) within a period of 8 weeks from the date of contract signing.</p> <p>Documents to be submitted together with Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount shall include;</p> <ul style="list-style-type: none"> - Copies of the packing list identifying contents of each package; - Manufacturer's warranty certificates; - Type tests reports - Certificate of origin
3.11.1	<p>Insurance</p> <p>Insurance against All Risks, including war and strikes, shall be of an amount of 100% of the DDP (Manda Airport) value of the goods from warehouse to the final destination.</p>
3.12.1	<p>Payment:</p> <p>Payment(s) for Goods and Services shall be made on complete delivery and successful inspection and installation of the goods and works</p>
3.17	<p>Liquidated damages</p> <p>Liquidated damages shall be charged at a rate of 0.5% per week of the delivered price of the delayed items up to a maximum deduction of 10% of total contract price.</p>

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.18.1	Resolutions of disputes: In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

SECTION V. TECHNICAL SPECIFICATIONS

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1. General Requirements

- A. Tenderers are requested to submit with their offers the detailed specifications for the products they intend to supply.
- B. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- C. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- D. The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on availability of spare parts.

2. Particulars

2.1. Overview

- A. This specification is for batteries for the solar power plant to replace the existing.
- B. The batteries shall be delivered complete and ready to install

2.2. Technical Compliance Requirements

- A. The batteries shall meet the following minimum technical requirements. Tenderers are required to indicate, in the space provided, whether the product proposed complies with the minimum requirement. In addition, documentary evidence shall be submitted with the tender in accordance with the Instruction to Tenderers Clause 2.13

	Technical Description	Minimum Requirements	Bidders Offer and/or Statement of Compliance
1.	Manufacturer	[Bidder to indicate]	
2.	Model (As by Trojan Solar SIND 04-2145 or approved equivalent)	[Bidder to indicate]	
3.	Application	Storage of solar energy	
4.	Technology	Lead Acid, Deep cycle Flooded	
5.	Battery Banks	2no banks each of 48VDC, 2000AH @ 100Hr-Rate	

	Technical Description	Minimum Requirements	Bidders Offer and/or Statement of Compliance
6.	Battery life	3,600 cycles at 50% DOD or 10 years based on IEC 61427	
7.	Operating temperature range	05°C-45°C	
8.	Humidity	95%	
9.	Altitude	Sea level	
10.	Corrosion resistance	Protected for operation in a C5-M (ISO 12944-2:1998) environment	

2.3. Quality Assurance

- A. The batteries shall be manufactured by ISO 9001:2015 certified manufacturing facility.

2.4. Installation

- A. The batteries shall be installed inside the existing battery room
- B. The contractor shall disconnect and carefully remove the existing batteries as directed
- C. The new batteries shall be installed on the existing battery rack
- D. Tightening of the battery terminals shall be done using the battery manufacturers recommend terminal torque specifications.
- E. The battery manufacturer's recommended corrosion inhibitor shall be applied before and after making connections to reduce the formation of corrosion on the terminals. Application of grease or other lubricants shall not be used.

3. Schedule of Deviations from Technical Specification

A. All deviations from the Technical Specification shall be filled in by the Bidder clause by clause in this schedule.

SECTION	SPECIFICATION	ITEM NO.	DEVIATION

B. The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification. The tenderer further confirms that in the event any other data and information presented in the tenderer's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the technical specifications, then the latter shall govern and will be binding on the tenderer for the quoted price.

Signature of Tenderer

4. Installation and Maintenance Manuals

- A. Installation and maintenance manuals shall be provided with each assembly shipped and shall include instruction leaflets, instruction bulletins and renewal parts lists where applicable, for the complete assembly and each major component.

5. Spare Parts

- A. The bidder shall submit with the tender a list of recommended fast moving spare parts that may be used within 2 years from commissioning. The list shall include a breakdown of prices.
- B. Spare parts supplied under the contract shall be properly packed for long time storage where necessary.

SECTION VI.

PRICE SCHEDULE

Name of tenderer: **Supply and Installation of Batteries for the Solar Power Plant at Manda Airport**

Tender Number: **Tender No. KAA/OT/MANDA/0034/2020-2021**

Page _____ of _____

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit price (DDP Manda Airport)	Total Price (DDP Manda Airport)
1	Allow for disconnection and removal of the existing 48no 2V 2000AH batteries, including transportation and storage as directed by the Procuring Entity	N/A	Sum		
2	Supply and install 48V 2000AH (minimum) battery banks of flooded solar batteries as per specifications, including 70mm ² lugged battery jumper cables.		2		
3	Supply, install and connect 25mm ² solar cables from the charge controllers to the batteries, including cable lugs and cable management accessories.	m	25		
4	Supply of 18,000 Btu/Hr high wall AC unit of Refrigerant R410A	No	2		
5	Masonry work to include sealing off the open air spaces above the door and window with machine cut stones or approved equivalent	SQM	4		

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit price (DDP Manda Airport)	Total Price (DDP Manda Airport)
6	Carryout paint work of battery room and mason areas to satisfaction.	SQM	42		
7	Supply and fitting of glass to main door including tint work on the door and window	SQM	4		
8	Repair of broken window hinges and replacement of locks for door and window.	No	10		
9	Allow for transportation of all materials to Manda Airport	N/A	1		
SUB TOTAL					
10	Add applicable taxes				
TOTAL TENDER SUM					

Total amount in words: _____
 _____ (Inclusive of airfreight, customs clearance and applicable taxes)

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII.

STANDARD FORMS

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8.1. FORM OF TENDER

Tender No. KAA/OT/MANDA/0034/2020-2021

**To: Kenya Airports Authority
P.O. Box 19001-00501
Nairobi, Kenya**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.
[insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply *(insert equipment description)* in conformity with the said tender documents for the sum of
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to supply the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **one (1%) percent** of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.
4. We agree to abide by this Tender for a period of **One Hundred and (120) days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part I General

Business Name
Location of Business Premises
Plot No,.....Street/Road
Postal address Tel No. Fax Email.....
Nature of Business
Registration Certificate No.....
Maximum value of business which you can handle at any one time – Kshs.....
Name of your bankers..... Branch.....

Part 2 (a) – Sole Proprietor

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

Part 2 (b) – Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

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

Given details of all directors as follows

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

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

8.3. TENDER SECURING DECLARATION FORM

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: *Kenya Airports Authority*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time **of 12 months starting** on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

8.4. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*Name of tenderer*] of [*City and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.5. PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to supply *[description of goods]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6. LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

[Address of Procuring Entity]

To: _____

RE: Tender No. _____

Tender Name _____

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

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

MANAGER PROCUREMENT AND LOGISTICS
SECOND FLOOR
KENYA AIRPORTS AUTHORITY HEADQUARTERS
P.O. BOX 19001
00501, NAIROBI
KENYA

MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY

8.7. SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

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

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

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

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

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

Company Seal/Business Stamp

8.8. CERTIFICATE OF TENDERER’S VISIT TO THE SITE

This is to certify that,

.....
[Name of Tenderer or his representative] of the firm of,

.....
[Name of firm tendering]

In the company of,

.....
[Name of client’s representative]

Visited the site in connection with the tender for

**Supply and Installation of Batteries for the Solar Power Plant at Manda Airport,
Tender No.KAA-0T-MANDA-0034-2020-2021**

Having previously studied the contract document, I carefully examined site.

I have made myself familiar with all local conditions likely to influence the works and cost thereof.

I further certify that I am satisfied with description of the work explanations given by the client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed
[Tenderer or his representative]

Witnessed
[Signature of client’s representative]

Date:

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Airports Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*