



**SUPPLY, INSTALLATION AND COMMISSIONING OF SEWER PUMP SYSTEM AT
KISUMU INTERNATIONAL AIRPORT**

TENDER NO: KAA-OT-KIA-0073-2020-2021

FEBRUARY 2021

**GENERAL MANAGER (PP&ES)
KENYA AIRPORTS AUTHORITY
P. O. BOX 19001-00501
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**THE MANAGING DIRECTOR
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SECTION I - INVITATION FOR TENDERS

TENDER NO: KAA-OT-KIA-0073-2020-2021

DATE: 16TH FEBRUARY 2021

TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF SEWER PUMP SYSTEM AT KISUMU INTERNATIONAL AIRPORT.

- I.1 Kenya Airports Authority (KAA) invites bids from eligible candidates for the **Supply, Installation and Commissioning of Sewer Pump System at Kisumu International Airport.**
- I.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.
- I.3 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>.
- I.4 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.
- I.5 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/>
- I.6. The tender shall be submitted **online** on or before **4th March 2021 at 11.00 am**. Late bids shall be rejected.

- 1.7. Tenders will be opened **online** immediately thereafter at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The procuring entity will send via email a copy of the tender opening register to bidders who will have submitted their tender documents.
- 1.8. Bidders can make appointments to undertake site visits by sending their requests to tenders@kaa.go.ke at any time before the tender closing date which shall be undertaken in strict adherence to government protocols.
- 1.9 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.

I. General

- I.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- I.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- I.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- I.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- I.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- I.6 The price to be charged for the tender document shall not be applicable.
- I.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties,

taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of one twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 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.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
 - (a) be addressed to the Employer at the address provided in the invitation to tender;
 - [b] Bear the name and identification number of the Contract as defined in the invitation to tender; and
 - [c] Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract 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 action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile.

This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 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.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 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.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

In addition to the **General Instructions to Tenderers**, Tenderers will meet the following **mandatory minimum qualifying criteria**:

○ Preliminary requirements

Clause 1.2:

- Bidders shall comply with all the requirements in the evaluation criteria below.
- Site visit is optional. However, bidders who may wish to come for site visit, will be on appointment to ensure social distancing is maintained. Bidders are required to book appointment using the following email: tenders@kaa.go.ke.
- A written commitment to a 12 month's warranty on labor and manufacturers defect.

○ Technical requirements

- Bidders shall comply with all the requirements in the evaluation criteria below

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing through the email address tenders@kaa.go.ke. The Employer will respond to any request for clarification received earlier than three (3) days prior to the deadline for submission of tenders.

3.3 Pricing

In addition to the General Condition stated, bidders to note that the works will be undertaken in an operational environment. Bidders to price to for phasing of the works including disruptions where necessary and working at odd hours as well as weekends or outside the normal working hours as stipulated under the Laws of Kenya.

3.2 Tender Security

The tender security shall be of amount **Kshs.50, 000.00 (Fifty Thousand Shillings)** as indicated in the **Evaluation criteria** below and shall be in any of the following forms:

- a. cash or banker's cheque, or
- b. a bank guarantee, or
- c. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or
- d. letter of credit issued by an Bank

The tender security shall be valid for a period of 150 from the date of tender opening.

Bidders will be required to submit original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.

3.6 Tender Validity

Tenders shall remain valid for a period of **one hundred and twenty (120) days** from the date of tender submission.

4.0 Submission of tender

Bidders shall submit their bids online as indicated in the Invitation for Tenders.

Your scanned tender documents and attachments shall be legible. Scanned tender documents and attachments that are not legible shall lead to disqualification.

Completed Tender documents and its attachments shall be submitted online before the closing date. All the relevant submission documents must be attached on the login screen (Technical response on Cfolder under technical Rfx Response and financial response on price submission screen)

5.1 Opening of tender

Tenders will be opened **online** immediately thereafter at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. Thereafter the opening register will be emailed to all participating bidders.

Preference

5.12 There shall be no preference in the evaluation of tenders, as only citizen contractors are participating in this tender

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:

a) Preliminary Requirements

No	Requirement	Compliance
1	All Tenderers shall fill and sign in ALL the Standard Qualification Forms contained in these Tender Document - Section VIII (i.e. Form of Tender, Qualification Information, Tender Questionnaire, Confidential Business Questionnaire, Self-declaration form and Details of Sub-contractors if any).	Must meet
2	Submission of a valid registration certificate and practicing license issued by the National Construction Authority (NCA) for category NCA8 and above for Mechanical and Electrical Works.	Must meet
3	Copy of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya)	Must meet
4	Submission of Tender security in the prescribed format of Kshs.50, 000.00 (Fifty thousand shillings) valid for 150 days from the tender opening date. You will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement	Must meet

	and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.	
5	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.	Must meet
6	A valid Tax Compliance Certificate (TCC) issued by KRA	Must meet
7	Proof of access to liquid assets of not less than Kshs.2 million. Proof may be made in form of cash in hand, or access to lines of credit from bank (by letter from bank specific to the tender) or bank statements not older than three calendar months to the date of tender submission, or bank overdraft.	Must meet
8	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer. This does not apply to Sole Proprietorships	Must meet
9	A Valid Business Permit for 2021	Must meet
10	Signed Site Visit Certificate.	Must meet
NOTE: Tenderers who will not meet ANY of the above requirements will not be evaluated further.		

b) Technical Evaluation.

Technical requirements will be scored as indicated below: -

I	<p>Qualifications and technical experience of site personnel to manage and execute the works on the site (submit copies of Curriculum Vitae and copies of academic and professional certificates). (supervisor and at least two technicians)</p> <p>a) 1 No. Supervisor who must hold a National Diploma or higher in Mechanical Engineering or any other relevant qualification of a minimum of a Diploma and at least five years' relevant experience. (attach copies of certificates and CVs)</p> <p>b) 1 no. Technician who must hold a Diploma in Mechanical Engineering or any other relevant qualification of a minimum of Diploma and at least three years' relevant experience. Identity to be confirmed on site during implementation. (attach copies of certificates and CVs)</p>	Must meet
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2	<p>Company past works experience</p> <p>The firm must have completed at least Two (2) similar works (similar in complexity and scope) in the last three years (2018 to date). (Attach proof in form of duly certified copies of LSO/LPO or contract agreement and completion certificates from client confirming completion or accompanied with copies of completion certificates of at least 70%.</p>	<p>Must Meet</p>
3	<p>Compliance with Technical Specifications</p> <p>Full Compliance with technical specifications including the required submittal and an undertaking that the spares for the equipment to be supplied are readily available locally.</p>	<p>Must meet</p>

Bidders who fail to meet **ANY** of the above listed criteria will not be evaluated further and therefore will not proceed to Financial Evaluation.

c) Financial evaluation

Only the bids which will be responsive to both mandatory and technical requirements shall undergo financial evaluation which shall include evaluation of:

- i. Verification of Priced Bill of Quantities
- ii. Price comparison and ranking

The financial evaluation will be based on the lowest evaluated price.

Note: Bidders are hereby notified that due diligence may be carried out on information provided by the bidder. Any false information provided will lead to automatic disqualification

SECTION III - CONDITIONS OF CONTRACT

I. Definitions

I.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as

updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's

Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

I4 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment – **N/A**,
[After Contract execution]
 - (ii) First stage (*define stage*) _____
 - (iii) Second stage (*define stage*) _____
 - (iv) Third stage (*define stage*) _____
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

SECTION V - SPECIFICATIONS

Ambient Design Conditions

The average local climatic conditions (relevant to the design and selection of equipment and materials for the works) for Kisumu are as follows:

Month	Temperature				Relative humidity		Average Precipitation (mm)	Wet Days (+0.25 mm)
	Average		Record					
	Min	Max	Min	Max	am	pm		
Jan	24	31	21	35	76	66	25	6
Feb	24	31	21	35	75	63	18	3
March	25	31	22	36	77	63	64	7
April	24	30	21	36	81	71	196	15
May	23	28	19	33	85	76	320	20
June	23	28	16	32	82	72	119	15
July	22	27	18	33	82	72	89	14
Aug	22	27	17	31	76	72	64	16
Sept	22	28	18	32	81	70	64	14
Oct	23	29	18	32	79	69	86	10
Nov	24	29	20	34	78	69	97	10
Dec	24	30	21	36	78	69	61	9

SUBMITTALS

I. Product Data

The contractor shall provide the following product data:

- a. Technical data sheets.
- b. A complete set of instruction manuals.
 - i. At least two places where spare parts can be bought locally. (list of equipment and their respective dealers may be submitted)

OPERATING AND MAINTENANCE MANUALS

The Contractor shall prepare operation and maintenance manuals and submit three copies, in both printed and soft format, to the Airport Engineer within 7 days after the Completion Date.

These shall be printed in English and be accompanied with relevant drawings and diagrams.

INSPECTION AND TRAINING

Inspection following Delivery

Site inspection shall be carried out on delivery to the site and before installation.

On-Site Training

Training of the user and maintenance staff on site shall be undertaken during installation and before the commissioning of the system.

In addition to the above

- Cables must be routed the best way without compromising the ambience of the airport.
- Equipment must be mounted professionally and at the best position to the satisfaction of the Airport Engineer and users.

Minimum Technical Features and Specifications Table

I. SPECIFICATIONS

Before bidding, there shall be a mandatory site visit to familiarize oneself with the site and to gather more information that may be useful during systems design and quotation. The site visit certificate shall be signed by the Airport Engineer or his appointed representative.

Note: Bidders **shall** attach datasheets of their products.

The specifications of the equipment shall be as tabulated below:

SEWER PUMP SPECS

parameter	Minimum requirement	Compliance (Yes /No)	Bidder's offer (Remarks)
Power	<ul style="list-style-type: none">• 7.5KW• 415V AC• 1460RPM		
Capacity	<ul style="list-style-type: none">• 80m³/hr. at 10m head.		
Construction	<ul style="list-style-type: none">• Pump end plus impeller made of cast iron• Winding jacket made of stainless steel.• Long vane impeller type with single channel for solid passing capability.		

	<ul style="list-style-type: none"> • Double mechanical seal • Hermetically sealed cable entry.(with at least 10m rubber tail cable) 		
Operating conditions	<ul style="list-style-type: none"> • Altitude- • Maximum liquid temperature-50°c • Maximum immersion depth-15M • PH RANGE-4-10 		
Installation	<ul style="list-style-type: none"> • Submersible • Employ the use submersible auto coupling. 		
Motor starter type	<ul style="list-style-type: none"> • Star-delta. 		
Dimensions	<ul style="list-style-type: none"> • Throughlet - 80mm • Installation length (horizontally) not more than 850mm 		

BLOWER SPECIFICATIONS (TO BE USED AS A MIXER)

The bidder shall quote for the blower complete with the necessary power cables, connection pipes and any other materials that may be required to make it operate automatically. The pipes shall be PPR, 3".PN25.

parameter	Minimum requirement	Compliance (Yes /No)	Bidder's offer (Remarks)
Power	<ul style="list-style-type: none"> • 3KW • 415V/50HZ • IP 55 		
Motor	<ul style="list-style-type: none"> • Fan cooled • 2900rpm 		
Capacity	<ul style="list-style-type: none"> • 150M³/Hr. at 3M head. 		
Blower	<ul style="list-style-type: none"> • Centrifugal vane type impeller. • Inbuilt air cleaner • Inbuilt pressure relief valve and pressure gauge 		

Technical Data-Control Panels

The system shall be fully automatic with a BYPASS SWITCH. The specifications of the panel shall be as tabulated below: -

Description	Minimum requirement	Bidder offer/compliance
Enclosure	Welded metal, dust and dump protection	
Material	Folded and welded sheet steel	
Sheet steel thickness	Enclosure body and door ≤600x500:1.2mm ≥600 x 600: 2mm	
Protective treatment	TC	
Degree of protection	IP55 conforming to IEC 529	
Storage Temp	-20--- +45°C	
Door : Fixing Closing Mechanisms Sealing	<ul style="list-style-type: none"> Stainless steel hinges, reversible, removable, 120° opening Automatic Latching fastener opened by key n° 455. Continuous moulded rubber seal, resistance to chemical agents. 	
Earthing	M6X15 COPPER STUDS WELDED INSIDE ENCLOSURE AND ON THE DOOR.	
Enclosure Mounting	Mounted to an existing weatherproof box	
Components	ABB, Telemecanique (France) or equal and approved	
Pump/Motor Protection	Under/Over Voltage , Dry-run and Overload	
Indicators	Low level, Run, Trip, Phase and Hour-run	
Button	Start/Stop	

Technical Data-PLC

parameter	Minimum requirement	Compliance (Yes /No)	Bidder's offer (Remarks)
Controller	<ul style="list-style-type: none"> Siemens Logo PLC including expendables. 12VDC supply With Display Logo soft V8 Software. Battery backup c/w trickle charger 		

THE OVERFLOW LINE.

The line shall comprise:

- i. 6 inch heavy gauge PVC waste pipes neatly installed and concealed underground.
- ii. A French drain.

Note:

- i. There is power at the site.
- ii. All the materials and parts shall be NEW.
- iii. All the materials and parts shall be inspected and certified to be new by a special Inspection committee set up by the Airport Manager before being installed.

SECTION VII – BILLS OF QUANTITIES

PREAMBLE TO BILLS OF QUANTITIES

- a) The Bill of quantities shall form part of the contract documents.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of contract and Specifications for the full direction and description of works and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities of work actually done in fulfillment of his obligation under the contract.
- d) The prices and rates inserted in the Bill of Quantities will be used for valuing work executed, and the Architect will measure the whole of the works executed in accordance with this contract.
- e) A price rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto, the bidders are reminded that no “Nil included” rates or “Lump – Sump” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply with this will be disqualified.
- f) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all constructional plant to be used, labor, insurance, supervision, compliance, testing, materials, erection, maintenance or works overheads and profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the contract, transport electricity and telephones, water use and replenishment of all consumables including those required under the contract by the Project Manager and his staff.
- g)
 - h) Errors will be corrected by the Employer for any Arithmetical errors in computation or summation as follows:
 - Where there is discrepancy between amount in words and figures, the amount in words will govern. Where there is a discrepancy between the figures arrived at in the Bills of Quantities and the Form of Tender, the Form of Tender shall prevail and
 - Where there is discrepancy between unit rates and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the employer, there is an obvious gross misplacement of decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

- Unless otherwise stated, all measurements shall be taken on the finished work carried out in accordance with the details on the drawings or instructed out in accordance with the details shown on the drawings or instructed, with no allowance for extra allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Architect.

10. BILL OF QUANTITIES

NO	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	TOTAL (Kshs)
10.1.	Supply and install 7.5 KW submersible pumps as per technical specifications.	No.	4		
10.2.	Supply and install ONE; wall- mounted low voltage main electrical control panel internally wired in accordance to Engineer's requirement and comprising of: - a) 1No.80Amp TPN main MCCB b) 1No. 0-100Amp ammeter and selector switch c) 0-500Volts Voltmeter, selector switch and protective fuses. d) 3 No. Phase indicator lamps. e) 1No. 10Amps TPN MCB (for motor controls) f) 1No. 20Amps TPN MCB (for motor controls) 2 No. 7.5 Kw Star-Delta starter, c/w hour-run-meter, start/stop push buttons, on/trip/low water level indicator lamps, overload relay, phase failure and under/over-voltage protection relay, and protection against dry running relay. g of the Blower	No.	1		
10.3.	Supply and install 3-CORE 10sq.mm PVC/SWG/PVC armoured cable for supply of item(1) above including all Earthing requirements	M	15		
10.4.	Allow for connection fittings on suction and delivery points including Pipe pieces, flanges, bolts and nuts necessary for connections.	sum	1		
10.5.	Supply and install 3 KW blower as per technical specifications.	No	1		
10.6.	Supply, install PLC as Siemens Logo or approved equivalent and carry out automation to satisfaction as will be instructed by Airport engineer.	Lot	1		
10.7.	Construction of the Overflow line as will be directed on site	Ls	1		

10.8.	Commission the pump to the satisfaction of the airport Engineer	Sum	I		
10.9.	Any additional items to successfully implement the works:- I. II. III.				
	Total				
	Add 16% VAT				
	Grand Total				

The above costs shall be inclusive of VAT.

Note: The bidder may add any other item not captured on this BOQ.

Name of director(s) _____

Signature _____ Date: _____

Postal Address: _____

E-mail address: _____

SECTION VIII - STANDARD FORMS

List of Standard Forms

- (i) Form of Tender**
- (ii) Letter of Acceptance**
- (iii) Form of Agreement**
- (iv) Form of Tender Security**
- (v) Performance Bank Guarantee**
- (vi) Performance Bond**
- (vii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Self-Declaration Form**
- (xiv) Certificate of Site Visit**

8.1. FORM OF TENDER

Tender No. KAA/OT/KIA/0073/2020-2021

**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 **Five (5%) 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 _____

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____ [date]

To: _____
 [*name of the Contractor*]

 [*address of the Contractor*]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[*name of the Contract and identification number, as given in the Tender documents*] for the Contract
Price of Kshs. _____ [amount in figures][Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with
the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (name and identification number of Contract) (hereinafter called "the Works") located at _____ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [Amount in figures], Kenya Shillings _____ [Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, 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 tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer 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 tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____(hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____ as Principal (hereinafter called “the Contractor”) and _____ of [or whose registered office is situated at] _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto

_____ of [or whose registered office is situated at] _____ as Obligee (hereinafter called “the Employer”) in the amount of Kshs. _____ [amount of Bond in figures] Kenya Shillings

_____ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of

_____ [name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] [name of Surety]

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of;Name _____ In the presence of;Name _____

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

I. Individual Tenderers or Individual Members of Joint Ventures

I.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

I.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

I.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Year of completion	Type of work performed and	Value of Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	
_____ (et c.)	_____	_____	

I.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of	Years of experience

		experience (general)	in proposed position
Project Manager			
_____	_____	_____	_____
_____	_____	_____	_____
—	_____	_____	_____
_____	_____	_____	_____
(etc.)			

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Email address of tenderer;
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

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

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

Attach proof of citizenship

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion

Failure to comply with this requirement may invalidate the tender,

(1) Portion of Works to sublet:

.....

(i) Full name of sub-contractor and address of head office:

.....
.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

.....
.....

(2) Portion of Works to sublet:

.....

(i) Full name of sub-contractor and address of head office:

.....
.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

.....
.....

[Signature of Tenderer]

[Date]

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)----- declares 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.

NameSignature.....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.

NameSignature.....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.

NameSignature.....Date

Company Seal / Business Stamp



CERTIFICATE OF BIDDERS VISIT TO SITE

This is to certify that,

.....

(Name of Bidder or his Representative)

Of the Firm Of

.....

(Name of Firm Bidding)

In The Company of

.....

(Name of KAA Representative Conducting the Site Visit)

Visited the site in connection with the Tender for:

SUPPLY, INSTALLATION AND COMMISIONING OF SEWER PUMP SYSTEM AT KISUMU INTERNATIONAL AIRPORT.

Having previously studied the Contract documents, I carefully examined the Site.

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

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

Signed

(Client’s Representative Conducting the Visit if Applicable)