



**SUPPLY AND INSTALLATION OF 11KV CABLE  
SERVING SUBSTATION IB AT JOMO KENYATTA  
INTERNATIONAL AIRPORT**

**Tender No.: KAA/OT/JKIA/0079/2020-2021**

**MARCH- 2021**

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**MANAGING DIRECTOR  
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## TABLE OF CONTENTS

	<u>PAGE</u>
SECTION I: INVITATION FOR TENDERS .....	3
SECTION II: INSTRUCTIONS TO TENDERERS .....	5
SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS AND EVALUATION CRITERIA .....	22
SECTION IV: CONDITIONS OF CONTRACT (INCLUDING ERECTION ON SITE) .....	30
SECTION V: TECHNICAL SPECIFICATIONS .....	37
SECTION VI: DRAWINGS .....	45
SECTION VII: BILLS OF QUANTITIES .....	46
SECTION VIII: STANDARD FORMS .....	50

## SECTION I: INVITATION FOR TENDERS

TENDER NO. **CAA/OT/JKIA/0079/2020-2021**

DATE: **16/03/2021**

### **TENDER NAME: SUPPLY AND INSTALLATION OF 11KV CABLE SERVING SUBSTATION IB AT JOMO KENYATTA INTERNATIONAL AIRPORT**

- 1.1 The Kenya Airports Authority invites sealed bids for **Supply and Installation of 11KV cable serving substation IB at Jomo Kenyatta International Airport** through an open tendering process.
- 1.2 A complete set of Tender documents are available for downloading from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)). Upon accessing the tender documents, interested bidders shall respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>
- 1.3 Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than one (1) days before tender 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 “Technical 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/>.
- 1.4 The tender shall be submitted online on or before **31<sup>st</sup> March 2021 at 11.00 a.m.** Late bids shall be rejected.
- 1.5 Tenders will be opened online immediately at the Conference Room, 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters complex building. Thereafter the tender register will be emailed to all the bidders who will have submitted their bids.
- 1.6 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>. All bidders are advised to regularly check the website during the bidding period.

I.7 Prebid/Site visit will be based on prior booking where bidders will be required to request through the email address, [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).

I.8 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

I.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

## TABLE OF CLAUSES

<u>CLAUSE NUMBERS</u>	<u>PAGE</u>
1. Definitions	
2. Eligibility and Qualification Requirements.....	
3. Cost of Tendering .....	
4. Site Visit.....	
5. Tender Documents.....	
6. Inquiries by tenderers.....	
7. Amendment of Tender Documents .....	
8. Language of Tender.....	
9. Documents Comprising the Tender.....	
10. Tender Prices .....	
11. Currencies of Tender and Payment .....	
12. Tender Validity.....	
13. Tender Security .....	
14. No Alternative Offers.....	
15. Pre-Tender Meeting .....	
16. Format and Signing of Tenders.....	
17. Sealing and Marking of Tenders.....	
18. Deadline for Submission of Tenders.....	

- 19. **Modification and Withdrawal of Tenders .....**
- 20. **Tender Opening.....**
- 21. **Process to be Confidential.....**
- 22. **Clarification Tenders.....**
- 23. **Determination of Responsiveness.....**
- 24. **Correction of Errors.....**
- 25. **Conversion to Single Currency .....**
- 26. **Evaluation and Comparison of Tenders.....**
- 27. **Preference in Evaluation .....**
- 28. **Award criteria .....**
- 29. **Notification of Award and signing of contract.....**
- 30. **Performance Guarantee .....**
- 31. **Advance Payment.....**
- 32. **Corrupt and fraudulent practices. ....**

**Note:** The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

## **GENERAL**

### **I. Definitions**

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb **“tender”** shall be read and construed to mean the corresponding form of the verb **“bid.”**
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

### **2. Eligibility and Qualification Requirements**

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
  - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
  - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
  - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and

material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

## 2.4 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.



### **3. Cost of Tendering**

- 3.1 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, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not be applicable
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

### **4. Site Visit**

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

## **TENDER DOCUMENTS**

### **5. Tender Documents**

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
  - a. Form of Invitation for Tenders
  - b. Instructions to Tenderers
  - c. Form of Tender
  - d. Appendix to Form of Tender
  - e. Form of Tender Surety
  - f. Statement of Foreign Currency Requirements

- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings
- p. Declaration Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

## **6. Inquiries by tenderers**

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 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.
- 6.3 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.

## **7. Amendment of Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.

- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

## **PREPARATION OF TENDERS**

### **8. Language of Tender**

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

### **9. Documents Comprising the Tender**

- 9.1 The tender to be prepared by the tenderer shall comprise:-
- i. The form of tender and appendix thereto.
  - ii. A tender security.
  - iii. The priced Bill of Quantity and Schedule.
  - iv. The information on eligibility and qualification.
  - v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

### **10. Tender Prices**

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

## **11. Currencies of Tender and Payment**

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the Tenderer's main office. However, if a substantial portion of the Tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

## **12. Tender Validity**

- 12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

## **13. Tender Security**

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible, but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity: or

- (b) in the case of a successful tenderer, if he fails
  - (i) to sign the Agreement, or
  - (ii) to furnish the necessary Performance Security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

#### **14. No Alternative Offers**

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any tenderer who fails to comply with this clause will be disqualified.

#### **15. Pre-Tender Meeting**

15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

(a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in --Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

(b) Nonattendance at the pre-tender meeting will not be cause for disqualification of a bidder.

## **16. Format and Signing of Tenders**

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the other “COPY”.
- 16.2 The copy of the tender and Bills of Quantities 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 amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, 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.

### **SUBMISSION OF TENDERS**

## **17. Sealing and Marking of Tenders**

- 17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

## **18. Deadline for Submission of Tenders**

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

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

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

## **19. Modification and Withdrawal of Tenders**

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

## **TENDER OPENING AND EVALUATION**

### **20. Tender Opening**

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the



presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.

20.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

## **21. Process to be Confidential**

21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

## **22. Clarification Tenders**

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

## **23. Determination of Responsiveness**

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract

and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

## **24. Correction of Errors**

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (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, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) 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 may be forfeited in accordance with clause 13.

## **25. Conversion to Single Currency**

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

## **26. Evaluation and Comparison of Tenders**

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
  - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

## **27. Preference in Evaluation**

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

## **AWARD OF CONTRACT**

## **28. Award criteria**

- 28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

## **29. Notification of Award and signing of contract**

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 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.
- 29.6 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.

## **30. Performance Guarantee**

- 30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall

be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

- 30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

**31. Advance Payment**

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

**32. Corrupt and fraudulent practices.**

The procuring entity requires that tenderers to observe the highest standard of ethics during the procurement process and execution of contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

## SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS AND EVALUATION CRITERIA

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.

CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
1 (d)	Employer means; <b>Kenya Airports Authority</b> , a State Corporation constituted under the Laws of Kenya.
2.1	All qualified tenderers as required in the tender documents are eligible. Tenderers shall submit online copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder and other documents as indicated in the Evaluation Criteria below. In case of Joint Venture, all parties must submit required documents.
2.3	No pre-qualification has been carried out for the contract. Tenderers and all parties forming Joint Ventures if applicable shall provide evidence of their eligibility as required under Sub clause 2.1, sub-clauses 2.3 a, b, c, d, a, e and sub clause 2.5.
2.3 (a)	Tenderers shall submit documents to demonstrate past experience and past performance of the tenderer of projects of similar nature within the past four years ( <b>2017, 2018, 2019 and 2020</b> ) and details of current work on hand and other contractual commitments.
2.3 (b)	The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site.
2.3 (c)	Major items of construction plant and equipment proposed for use in carrying out the Contract. <ul style="list-style-type: none"> <li>• Underground fault location equipment.</li> <li>• Pressure Test equipment.</li> <li>• Exavator</li> </ul>
2.3 (e)	Tenderer shall submit a detailed draft Program of Works in the form of a bar chart or another suitable form and Schedule of Payment which shall form part of the Contract if the tender is accepted. Sub clause is applicable.
2.3 (f)	Tenderer shall submit details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties or during the last five years, the parties' concerned and disputed amount in the form provided. In case of Joint Ventures, the lead partner and all other parties in the joint

CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	venture <b>MUST</b> submit information regarding any litigation or arbitration proceedings. Where there are no such proceedings, the partners <b>MUST</b> also state accordingly.
2.5 (a)	Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts for period ending 2017, 2018 and 2019 or <b>2018, 2019 and 2020</b> .
3.2	Not applicable.
4.3 and 15.1	<p>Site visit is mandatory and bidders who shall not attend shall be disqualified from further evaluation.</p> <p>Prebid/Site visit will be based on prior booking where bidders will be required to request through the email address, <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a>.</p> <p>Bidders shall converge at the Airport Manager’s conference room located at Parking Garage –JKIA next to the Airport Manager’s office after requesting the site visit through the above email.</p>
6	<p>The address for the purpose of clarification of tender document is as follows:</p> <p style="padding-left: 40px;">General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.</p>
10	Prices shall be fixed DDP Jomo Kenyatta International Airport and inclusive of all costs and taxes.
11.1 and 11.2	<p>The sub clauses apply with the following amendments:-</p> <ul style="list-style-type: none"> <li>i) Prices for local portions of the tender shall be quoted in Kenya Shillings. This includes all materials that may be in Kenya but was imported prior to this tender.</li> <li>ii) Prices for portions of the contract obtained from abroad may be quoted in Kenya Shillings or US dollars.</li> </ul> <p>The CBK currency conversion rate applicable to this tender for purposes of comparison of tenders quoted in different currencies and payment of any portion quoted in foreign currency shall be the mean rate ruling on the date bid opening date.</p>

CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
11.3	Replace words “ <b>thirty (30)</b> ” with words “ <b>twenty one (21)</b> ”
12.1	Replace words; “sixty (60)” with words “ <b>one twenty (120)</b> ”
13.1 and 13.2	<p><b>Tender Security</b>  Tender security shall be <b>Kshs.200,000.00</b> of the tender sum.  The tender security shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>a) cash or banker’s cheque, or</li> <li>b) a bank guarantee, or</li> <li>c) guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>d) Letter of credit.</li> </ol> <p>The Tender Security shall be valid for 150 days from the date of tender opening.</p> <p><b>Bidders shall be required to submit your 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.</b></p>
16.1,17.1 and 20.1	<p>The tender documents and attachments shall be submitted online.</p> <p>Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a> for login credentials early enough and not later than one (1) days before tender 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 “Technical 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 <a href="https://www.kaa.go.ke/corporate/procurement/manuals/">https://www.kaa.go.ke/corporate/procurement/manuals/</a></p>
17.2	<p>The name and identification of the contract is: <b>SUPPLY AND INSTALLATION OF 11KV CABLE SERVING SUBSTATION IB AT JOMO KENYATTA INTERNATIONAL AIRPORT</b>  The Contract Number is: <b>CAA/OT/ES/JKIA/0079/2020-2021</b></p>
18.1	<ol style="list-style-type: none"> <li>i) Paragraph I, Replace words “<b>Clause 7.4</b>” with “<b>Appendix to Instructions to Tenderers</b>”</li> <li>ii) Tender submission deadline is at <b>Error! Reference source not found.</b> local time on <b>31<sup>st</sup> March 2021.</b></li> </ol>
29.2 and 29.3	<p><b>Award Criteria</b>  The successful bidder shall be one;</p> <ol style="list-style-type: none"> <li>i. having been responsive to mandatory requirements and technical</li> </ol>



CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>requirements</p> <p>ii. having the lowest evaluated bid shall be informed through a “<b>Notification of Intention to enter into a Contract.</b>”</p>
30	<p><b>Performance Guarantee</b></p> <p>The performance guarantee shall be of the amount <b>five percent 5%</b> of total contract sum, in the format provided and shall be in the form of:</p> <ul style="list-style-type: none"> <li>• Cash or banker’s cheque,</li> <li>• A bank guarantee</li> <li>• Insurance guarantee from an insurance company approved by the Public Procurement Regulatory Authority or</li> <li>• Letter of credit.</li> </ul>
31	No advance payment shall be made.

## **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/Mandatory Evaluation**

Tenderers, including all parties of a Joint Venture, shall **submit** either original or copy where applicable the following documents with the tender:

- i. **Bid security** of the amount of ksh 200,000.00 in the format provided above.  
**Bidders shall be required to submit your 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.**
- ii. **Registration/Incorporation** of the tenderer (in case of a joint venture, all parties must submit).
- iii. **Current tax compliance certificate** which shall be valid at the time of tender opening (in case of a joint venture, all parties must submit).
- iv. **Duly filled and signed Form of Tender** in the format of the attached form.
- v. **Audited financial statement incorporating balance sheet** (statements of financial position ) profit and loss statements (statements of comprehensive income) and cash flow statement for any of the following three consecutive years 2017, 2018 and 2019 or 2018, 2019 and 2020 prepared in accordance with international financial reporting standard and incorporating audit opinions issued in accordance with ICPAK bye law no. 38”
- vi. **Duly completed site** visit certificate in the format provided.
- vii. **Duly filled Self-declaration form** in the format provided (in case of a joint venture, all parties must submit).

- viii. Duly filled **Confidential Business Questionnaire** Provide details of Company's Director's and attach copies of their national identification cards or passports)
- ix. Copy of a valid CR 12. 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.
- x. Attach copy of valid business permit for year 2021.
- xi. Submission of a valid registration certificate issued by the National Construction Authority (NCA) for category NCA6 or superior for Electrical works category.
- xii. Valid Registration certificate issued by Energy and Petroleum Regulatory Authority (EPRA) for category 'B' or superior for electrical Installations works.

**NB: FAILURE TO SUBMIT ANY OF THE ABOVE DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION**

## 2. Technical Evaluation

Compliance with the following technical requirements:

### i) **General & Specific experience and performance (Clause 2.3a)**

<b>Criteria</b>
<p>General Experience:</p> <ol style="list-style-type: none"><li>1. The Tenderers shall have experience in electrical installation works for the past four(4) years submit documents to demonstrate past experience and past performance of the tenderer of projects in electrical installation works within the past four years (<b>2017, 2018 2019 and 2020</b>) and details of current ongoing works and other contractual commitments.</li><li>2. Tenderer and at least one party in a Joint Venture shall demonstrate participation as contractor, management contractor or subcontractor, in at least three (3) electrical high voltage electrical installations and cable terminations contracts within the above mentioned years, with an average value of at least <b>Kenya Shillings fifteen million [Kshs. 15,000,000]</b>, that have been successfully or substantially completed(<i>proof shall be in form of completion certificates or partial completion certificate whose works must be 70% substantially completed, details of the clients address, contact person telephone and email Must be provided</i>).</li></ol> <p>The similarity for specific experience shall be based on the physical size, complexity, methods/technology or other characteristics as described in the technical specifications</p> <p><b>NB:</b> <i>Bidders and Joint Venture parties must submit details of the contracts and the employer and state components of the contract including quantity and value of each component.</i></p>

**ii) Qualification and experience of key personnel & Availability of Testing Equipments (Clause 2.3b)**

<b>Criteria</b>
<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> <p style="text-align: center;"><b>KEY PERSONNEL</b></p> <p>a. Bsc. Electrical Engineering Registrered with EBK with current practicing license.- and minimum 5year experience in Medium Voltage Installation works;</p> <p>b. Diploma Electrical technician, or approved equivalent registered with EPPRA class B on elceltrical installation with minimum 5 years experience in Medium Voltage installation and proof of certification in Medium Volatge Cables jointing and installation.</p> <p style="text-align: center;"><b><u>EQUIPMENT &amp; TOOLS</u></b></p> <p>c. Proof of availability of Underground cable fault locator equipment &amp; cable pressure test (ownership documents to be attached).</p> <p>d. High quality Utility Tools enable the efficient and precise stripping and removal of medium and high voltage power cable constructions including XLPE, EPR, PILC and aerial cables.</p> <p>e. Cable Cutters – Cutting Tools For Copper &amp; Aluminium Conductors/Cores.</p> <p>f. MV Medium Voltage Load Break Elbow Bushing Insertion Tools</p> <p><i>NB: Bidders shall submit CV's and academic certificates of key personnel to be involved in the works</i></p>

**iii) Financial position and capability (Clause 2.5a)**

<b>Criteria</b>
<p>Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts for three consecutive years period ending <b>2017, 2018, 2019</b> and 2020 to demonstrate;</p> <p>(a) minimum average annual construction turnover of <b>Kenya Shillings twenty million (Kshs. 20,000,000)</b> equivalent in the above 3 years calculated as total certified payments received for contracts that are not less than 70% completed or completed, within the last three (3) years; in case of joint venture all parties combined must meet requirement,</p> <p>(b) Tenderer's capacity to have cash flow amount of <b>Kenya Shillings ten million (Kshs. 10,000,000)</b> equivalent; by access to lines of credit, other financial resources such as bank statements or letter from the bank specific to this tender. In case of joint venture all parties combined must meet requirement.</p> <p>(c) 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.</p>

Bidders shall comply with all technical specifications section V of the specification and provide fully filled compliance forms on technical specification.

### **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 as required by clause 82 of the public procurement and asset disposal act, 2015

The award will be based on the lowest evaluated bidder.

#### **Note:**

Bidder is hereby notified that due diligence may be carried out on information provided above. Any false information provided will lead to automatic disqualification.

## **SECTION IV: CONDITIONS OF CONTRACT (INCLUDING ERECTION ON SITE)**

### **PART I – GENERAL CONDITIONS**

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial Amendments” prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

#### **Note**

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.
- ii. The Special Conditions take precedence over the General Conditions of Contract.
- iii. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat  
P. o. Box 86  
1000 Lausanne 12  
Switzerland  
Fax: 41 21 653 5432  
Telephone 41 21 653 5003

### **PREAMBLE TO GENERAL CONDITIONS**

This Preamble must be completed in all cases referring to completed schedules where appropriate. When completed, this Preamble, the General Conditions, Specification, Employer's and Contractor's Drawings, Schedules and other documents can constitute a Contract on the basis of the General Conditions in Part II. If this is not what is required, Part II must also be completed.

<b>SUB- CLAUSE</b>	
<b>1.1.1</b>	<b><u>Commencement Date</u></b> The date for commencement of the Works is:..... one (1) weeks after issue of an order to commence by the Employer.
<b>1.1.12</b>	<b><u>The Employer</u></b> The Employer is: Kenya Airports Authority
<b>1.1.15</b>	<b><u>The Engineer</u></b> The Engineer is: General Manager, Projects and Engineering Services (GM {P & ES}), Kenya Airports Authority
<b>1.1.35</b>	<b><u>Time for Completion</u></b> The Time for Completion from commencement Date is: <b>8 weeks</b>
<b>1.6</b>	<b><u>Costs, Overhead Charges and Profit</u></b> The percentage to cover profit entitlement, where applicable, is _____ (insert)
<b>5.1</b>	<b><u>Ruling Language</u></b> The version in English language (ruling language) shall prevail.
<b>5.2</b>	<b><u>Day to Day Communications</u></b> The language for day to day communications is English.
<b>12.1</b>	<b><u>Programme to be Furnished</u></b> The Programme must be submitted in the form of critical path network, bar chart or equivalent.
<b>14.3</b>	<b><u>Electricity, Water, Gas and Other Services</u></b> Supplies on the Site are: a) Electricity, b) Water.  Contractor shall be required to pay for employer's services they may expend on site. Where necessary, contractor shall provide approved metering devices for determination of services consumed and shall be required to obtain the services at points and sources shown by employer.
<b>14.4</b>	<b><u>Employer's Equipment</u></b> The following Employer's equipment is available for use by the Contractor under the Employer's operation: N/A
<b>18.3</b>	<b><u>Working Hours</u></b> The normal working hours are from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays. Upon prior arrangements with employer, contractor may be allowed to work outside the hours mentioned.
<b>27.1</b>	<b><u>Delay in Completion</u></b> Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows: Amount for each day of delay:.....0.15% of value of the contract amount

<b>SUB- CLAUSE</b>	
	Maximum: ..... 10% of total contract sum
<b>27.2</b>	<b><u>Prolonged delay</u></b> Maximum amount recoverable from the Contractor by the Employer: Amount equal to total contract sum.
<b>33.1</b>	<b><u>Terms of Payment</u></b> In addition to the provisions under Clause 33, the terms of payment shall be: Payment on certificate and MUST be verified by the Authority's representative.
<b>35.1</b>	<b><u>Payment of Foreign Currency portion</u></b> Payment in foreign currencies, as indicated in the form of Statement of Foreign Currency Requirements, shall be arranged as follows: Retention amount at a rate indicated in the Appendix to the Form of Tenderer shall be held by the employer from each certificate and to be released at the end of successful defects liability period.
<b>53.3</b>	<b><u>Rates of Exchange</u></b> The rates of exchange for the purpose of the Contract are: Central Bank of Kenya applicable mean rate at the date of bid opening.
<b>36.4. (b)</b>	<b><u>Payment against Provisional Sums</u></b> The percentage to be applied to Provisional Sums shall be 10%.
<b>42.2</b>	<b><u>Maximum Liability</u></b> The maximum liability of the Contractor to the Employer shall be limited to the total contract price.
<b>43.1</b>	<b><u>Insurance of Works</u></b> The deductible limits in the insurance cover of the Works shall not exceed Kenya Shillings five hundred thousand (Kshs.500,000.00) equivalent.
<b>43.3</b>	<b><u>Third Party Liability</u></b> i) Amend clause by adding "including property of the employer other than the works" after the words "physical property"
<b>46.3</b>	<b><u>Payment on Termination for Employer's Default</u></b> The additional amount payable by the Employer on termination shall not exceed: 10% of contract value.
<b>47.1</b>	<b><u>Labour, Materials and Transport</u></b> The method of calculating adjustments for changes in costs shall be: - Contract rates of prices for materials and transportation shall remain fixed throughout the contract duration. - Contract rates for Labour shall remain fixed unless the government of Kenya makes adjustments in labour prices. Any such change shall be considered at an equitable fraction.
<b>49.2</b>	<b><u>Notices to Employer and Engineer</u></b> The address of the Employer for notices is: Managing Director/CEO Kenya Airports Authority, 3 <sup>rd</sup> floor, Kenya Airports Authority Headquarters, Airport North Road, P. O. Box 19001 – 00501 NAIROBI-KENYA, The address of the Engineer for notices is:



<b>SUB- CLAUSE</b>	
	<p>General Manager (P &amp; ES)  Kenya Airports Authority,  2<sup>nd</sup> floor, Kenya Airports Authority Headquarters, Airport North  Road,  P. O. Box 19001 – 00501  NAIROBI-KENYA,</p>
<b>51.1</b>	<p><b><u>Applicable Law</u></b>  The applicable law is the law of the republic of Kenya.</p>
<b>51.2</b>	<p><b><u>Procedural Law for Arbitration</u></b>  The procedural law for arbitration is:  The rules of arbitration shall be those contained in the Arbitration Act of the  Laws of Kenya.</p>
<b>51.3</b>	<p><b><u>Language and Place of Arbitration</u></b>  The language of arbitration is English.  The place of arbitration is Nairobi, Kenya.</p>

## PART II – SPECIAL CONDITIONS

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A. The clauses in this section need therefore not be completed, but must be completed if alternative solutions to the relevant Part I provisions are necessary.)

<b>SUB- CLAUSE</b>	
1.1.1	<p><b>Conditions Precedent to Commencement</b></p> <p>The following financial and administrative requirements are conditions precedent to commencement:</p> <p>Signing of contract, submission of performance security.</p>
1.1.11	<p><b>Defects Liability Period</b></p> <p>The Defects Liability Period is six months</p>
2.1	<p><b>Engineer’s Duties</b></p> <p>The Engineer requires the consent of the Employer before exercising the following duties:</p> <p>Matters that will lead to increase of value of the contract.</p>
6.6	<p><b>Operation and Maintenance Manuals</b></p> <p>Operation and Maintenance Manuals shall be in English language.</p>
10.1	<p><b>Performance Security</b></p> <p>The Contractor shall obtain a Performance Security in form of unconditional Bank Guarantee at an amount equal to 10% equivalent of the contract sum as per Clause 30.2 of instructions to Tenderers.</p>
14.3	<p><b>Electricity, Water and Gas</b></p> <p>The following consumables may be provided by the Employer:</p> <p style="padding-left: 40px;">a) Electricity, b) Water.</p> <p>The consumables will be provided at the ruling consumer charges/rates at the relevant sites, which is the KPLC and Nairobi City Council rates plus administrative charges determined by the employer.</p>

14.4	<p><b>Employer's Equipment</b></p> <p>The following items of Employer's Equipment will be provided free of charge by the Employer for the Contractor's use: <b>NONE.</b></p>
14.7	<p><b>Authority for Access</b></p> <p>All persons seeking access to the site shall be in yellow or orange reflective jackets branded in the name of the contractor's company.</p> <p>All persons shall have Certificate of Good conduct issued by the Kenya Police Service-Directorate of Criminal Investigation.</p> <p>All Persons shall undergo a safety awareness induction organized by the client.</p> <p>The Employer shall provide personnel and vehicles security access passes to the restricted areas related to the project at no charge. ONLY the persons who have undergone safety awareness and processing certificate of good conduct and national ID shall be issued with security pass.</p> <p>The contractor will be required to pay for the car park charges within the airport.</p>
30.4	<p><b>Extension of Defects Liability Period</b></p> <p>In the event of suspension the Defects Liability Period shall not last more than 1 years after the date the Plant would have been delivered but for the suspension.</p>
31	<p><b>Price Variation</b></p> <p>This shall be compliant to Section 139 of the PPADA 2015</p>
33.2	<p><b>Method of Application</b></p> <p>Application for payment shall be made as follows:</p> <p>As per Sub-clause 33.1 of Preamble to General Conditions.</p>
33.5	<p><b>Payment</b></p> <p>The period for payment shall be: Within 56 days.</p> <p>The place for payment shall be: Kenya Airports Authority Headquarters.</p>
33.8	<p><b>Payment by measurement</b></p> <p>The provisions for measurement are:</p> <p>Where any part of works is to be paid for according to the work done the following provisions shall apply:</p>

	<p>a) Such part of works shall be measured from time to time by the Engineer or by the Contractor. No such measurement shall be made by either of them without the other being afforded a reasonable opportunity of attending and agreeing the measurements. The contractor shall at the request of the Engineer open up any part of the works which may have been covered up without his having been afforded a reasonable opportunity of measuring or agreeing to the measurements thereof and the contractor shall restore the same at his own cost. All measurements shall be made in accordance with the provisions of the specification respecting methods of measurement.</p> <p>i. The sum payable in respect of such part of the works shall be ascertained according to the price or rate appropriate thereto as specified in the contract. If No appropriate price or rate has been specified, the price or rate shall be fair and reasonable price or rate taking into account any prices or rates that may be specified in the contract for similar plant or work.</p>
48.1	<p><b>Customs and Import Duties</b></p> <p>Contractor is required to factor in all import duties and taxes (including VAT and IDF charges) consequence of the importation of the Plant in his DDP offer in the tender.</p>
50.2	<p><b>Arbitration</b></p> <p>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</p>

# SECTION V: TECHNICAL SPECIFICATIONS

## 5.SCOPE OF WORKS

- a. Mobilize underground cable fault locator equipment to site.
- b. Carry out measurement of the 50sq.mm single XLPE cable existing cable status from HQ to Substation IB.
- c. Exavate to a depth of 1500mm to expose sections of damaged cable.
- d. Supply and install 95sq.mm XLPE 3Core 11KV cable.
- e. Prepare the bed with appropriate red soil and Hatari cable markers.
- f. Backfill the trenching to the satisfaction of engineer.
- g. Allow for Road crossing, Pavement slabs sections reinstatement.
- h. Supply Splicing cable joint for item(d) above.
- i. Pressure test the installation from Substation HQ to SUB IB.
- j. Medium & Low Voltage Cable joining/termination training( to be organized in an accredited institution preferable KPLC training school)
- k. Commision the works

### 5.1 Particular technical specifications – 66, 33 AND 11 kV Cables Cables

All cables accessories and materials shall be in accordance with the latest editions (including all amendments) of IEC and ISO recommendations.

### 5.2 Conductors

All conductors shall be stranded copper or aluminium. The conductor shall be clean, uniform in size, shape and quality, smooth and free from scale, splits, sharp edges and other harmful defects. The conductor shall be in accordance with IEC 60228. The conductor shall be filled with swelling powder to stop axial ingress of moisture.

### 5.3 Cable

The conductor shall be covered with:

- An extruded semi-conducting layer
- A layer of dry vulcanised cross-linked polyethylene (XLPE) insulation
- An extruded strippable semi-conducting layer
- A water tight copper or aluminium seal
- A layer of swelling tape to prevent axial ingress of water along the screen
- A layer of earthing screen of stranded aluminium or copper
- An outer LDPE (low density polyethylene) sheath for water tightness and mechanical protection.

#### 5.3.1 Manufacturer's Identification

The manufacturer's identification shall be provided throughout the length of the cables by means of a tape under the sheath printed with the manufacturer's name and ``Property of KAA``. Alternatively the identification may be embossed on the outer PVC sheet together with identification and voltage markings

#### **5.4. Armour**

All cables shall be armoured according to approved manner

#### **5.5 Testing**

Notwithstanding that cables are manufactured to approved standards all cables, accessories and materials shall be subjected to and withstand satisfactorily the test requirements detailed in this specification. All materials shall withstand such routine tests as are customary in the manufacture of the cables and accessories included in the Contract. The manufacturer shall have established a quality control system based on regularly accelerated test of production samples according to CENELEC HD605. This system shall be described in the Bid.

#### **5.6 Sealing and drumming**

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The cable shall be wound on strong metallic drums arranged to take a round spindle of a section adequate to support the loaded cable drum during installation and handling. The drums shall be lagged with closely fitting battens that shall be securely fixed to prevent damage to the cable.. Each drum shall be clearly marked including indication of direction of rolling.

The ends of the cables shall be suitable sealed to prevent ingress of moisture. The end of the cable left projecting from the drum shall be securely protected against damage by mishandling during transport and storage.

#### **5.7 Current carrying Capacity and Design Parameters**

The maximum continuous current carrying capacity and maximum permissible continuous conductor temperature, and the factors for determining such rating and temperature shall be based on recommendations found in IEC 60287, subsequent amendments and all conditions prevailing on the Site

#### **5.8 Terminations**

Detailed drawings showing the types of cable sealing ends, terminal arrangements shall be submitted to the Project Manager for approval. Stress cones or other approved means shall be provided for grading the voltage stress on the core insulation of the cables.

The terminations for the cables shall be of an appropriate heat shrink design incorporating a suitable arrangement for stress control, and rain sheds for outdoor use.

Termination kits shall include suitable heat shrink tubing to effectively shroud, seal and insulate the exposed cable conductor and shall include a heat shrink glove to effectively seal the crutch of the cable to prevent ingress of moisture into the interstices of the cable. Suitable arrangements shall be provided to earth the cable screens and armour

Terminations into cable boxes shall include brass compression glands and back nuts of the correct size, which shall secure the cable outer sheath and ensure effective continuity between the cable armouring wires and the metal enclosures on which the cables are terminated. At all rising terminations the cable inner sheath shall pass through the gland to terminate not less than 6 mm above the gland

#### **5.9 Heat Shrink Materials**

Heat shrinking tubing and moulded parts shall be flexible, flame retardant, polyofin-based material of electrical insulating quality, and shall be obtained from an approved

manufacturer. They shall be suitable for use indoors or outdoors in the conditions prevailing on site

The material shall reduce to predetermined size and shape when heated above 120 °C. The components shall also be provided with an internal coating of hot melt adhesive compound that shall not flow or exude at temperature below 85 °C. All parts and materials shall be tested to a program of tests to be agreed with the manufacturer.

Each part shall bear the manufacturer's mark, part number and any other necessary marking to ensure correct identification for use on the correct size and type of cable. Each set of parts shall be packed as one unit with full and complete installation instruction and clearly marked to show the application.

## 6.0 Installation

This extract from KPLC's "Medium Voltage Underground Distribution Handbook determines the minimum acceptable conditions for installation of medium voltage cables."

### 6.1 General

The cables will be laid in trenches that will be as straight as possible avoiding sharp bends.

The areas where trenches are to be excavated will be marked clearly on the ground. If the location of other services is known, they will be marked in order to take necessary precautions.

Before construction commences trial pits will be made in order to confirm the soil strata of the planned trenches and to confirm the location of other services.

Safety precautions such as covering the trench, fencing and warning signs will have to be provided for during the period of work.

When designing the plan for the trench layout, the minimum radius will be as in the following table.

TABLE 3.1: BENDING RADII

Bending radii	Single core	3-core
Recommended	17xD	15xD
Minimum	15xD	12xD
At sealing ends	12xD	10xD

D = cable diameter

### 6.2 Cable Marker

Cable markers shall be installed at the beginning and end of the cable run on the surface all along the route, at all changes of direction, and above all joints, above cable duct entries and exits and at an interval not exceeding 50m along the cable route. This information as well as details about the joint (i.e. joint location) will be also recorded on a map.

### **6.3 Excavation of Trenches**

The trench will be dug vertically to a minimum depth of 1200mm or more as required.

All precautions must be made so as not to cover any services e.g. fire hydrants with soil that may be encountered in the path of the trench. The cable shall at all times run under any services encountered and well protected at these crossings.

During construction on public roads passage and access of motorists and pedestrians to commercial areas must be maintained. All safety measures must be put in place.

In order to reduce the cost of reinstatement on roads and pavements the digging shall be done at intervals of 2-3 m and a gallery or tunnel dug underneath. All road crossings shall be through micro-tunnelling and as approved by highway authorities.

If trenches are constructed in soggy or inconsistent soil, the cables will be laid inside a concrete duct as a protective measure and precautions taken to prevent the entry of water at the ends or joints of the ducts

The bottom of the trench must be made of firm material in order to prevent collapse of the base that may subject the cable to mechanical stress.

When several cables of different voltages are laid in the same trench they will be placed at different depths. The cables of the higher voltage will be placed deepest.

Where the trench is too deep as to cause instability to the walls of the trench shoring will be placed to provide lateral support to the trench walls.

The separation between two groups of cables will be a minimum of 450mm. If this separation cannot be attained they will be laid in ducts or will be separated by a layer of bricks.

### **6.4 Backfilling of Trenches**

Once the cable has been laid the trenches must be back filled to an adequate compaction level. Care must be taken to ensure that the first layer covering the cables will be free of rocks or any sharp mechanical objects.

The back fill will be laid in layers of 150mm, which should be compressed and watered if necessary in order to make the soil sufficiently compact.

### **6.5 Pavement Reinstating**

The pavement shall be reinstated back to the standard of the original pavement. New materials will generally be used in accordance with Municipal regulations.

### **6.6 Ducts**

Road crossings when necessary will be done with ducts in the following manner



- 
- they will be installed in a level position and concreted where possible to provide mechanical protection through out its length, they will have a depth of 1.2m.
  - future expansion will be provided for by providing one or several spare ducts depending on the location of the crossing.
  - at all times the cables should be adequately protected.
  - road and railway crossings must be planned in full detail.
  - drainage of the trenches must be provided for during and after construction.

In crossings with other normal underground services, a prudent distance will be maintained in view of future excavations, and when there is a possibility of service interference, as is the case of other electric cables, waste water sewers e.t.c.

The ducts will be fabricated from PVC or concrete with a smooth interior surface and an interior diameter of not less than 2 times the diameter of the cable to be housed inside it, and in no case will this diameter be less than 150 mm.

The joints of ducts will be sealed with cement, in which case the bottom of the trench must be carefully levelled after setting down a layer of fine sand or red soil in order to permit continuous joints.

The ducts will be laid in such a manner that there is no abrasion between the insulation of the cable and the surface of the duct.

In the cases of single core cables the cable will have to be anchored to prevent movement due to magnetic effects by concreting the ducts at the ends of the joints. This shall not apply to three core cables.

When constructing a duct a length of wire will be left inside to facilitate the fitting of cleaning elements as well as the cables themselves.

The cleaning will consist of passing inside a cylinder in order to remove concrete that will pass through the joints and later passing a broom or a rag to remove the residue.

## **6.7 Direct Burial**

For armoured cables the following criteria for burial will be met:

- the trench must have a 150mm layer of fine sand upon which the cable shall be laid to protect the cable from mechanical damage due to sharp objects. On top of the cable another 150mm of fine sand will be laid. Both layers will cover the entire width of the trench.
- the sand should be well graded
- any materials used for back filling the trench must meet the approval of the KPLC Construction Supervisor in charge.
- the cables must be buried at a depth of not less than 600mm. Exceptions could be made for rocky areas where the minimum depth can not be attained in this case the cable will be laid in a duct.

Cables must be protected with a layer of protecting slabs, which will also indicate their presence.

For armoured cables the excavated materials without mechanically sharp objects will be adequate enough to backfill the trench.

Cables shall not be buried in areas within the substation boundaries. Necessary cable trenches shall be prepared instead to the satisfaction of the client's project Manager.

## **6.8 Galleries**

When the number of cables justify the use they shall be laid in galleries.

The cables will be fixed to the cable trays by means of brackets or clamps.

All metallic elements will be earthed with independent connectors if there are circuits of different voltages.

Electric cables will not be installed where there are inflammable materials.

## **6.9 Parallel Separation**

### **6.10 Low Voltage Cables**

Medium Voltage cables may be laid parallel to Low voltage cables as long as there is always a minimum distance of 250 mm between them. When this distance cannot be attained, a solid brick wall shall separate them or they will be placed in ducts.

### **6.11 Medium Voltage Cables**

The distance to be maintained in the case of parallel situations of underground Medium Voltage lines is 250mm. If this distance cannot be achieved a protective brick wall will be installed between them, or one of them will be installed within ducts.

### **6.12 Telecommunication Cables**

In the case of parallel laying of subterranean electric cables and telecommunications wires, they must be as far as possible from each other. As long as the cables both electric and telecommunications are buried, a minimum separation of 2 meters must be maintained at all times. This distance could be reduced further to 250mm between ducts.

The clearances must be in accordance with agreements between KPLC and respective Authorities.

### **6.13 Water Steam etc.**

In parallel layouts between power cables and buried water pipes a minimum distance of 0.5m will be maintained in a horizontal projection. If these clearances cannot be maintained the cables will be laid in ducts.

### **6.14 Oil Pipe Lines**

---

The minimum distance between the cables and the oil pipelines will be 0.5 m. The cable will be protected from any gas leaks.

#### **6.15 Sewers**

In parallel layouts of electric cables with sewerage conduits, a minimum distance of 0.5 m will be maintained, the cables will be adequately protected if this distance cannot be maintained.

#### **6.16 Fuel Storage Tanks**

There will be a minimum distance of 1.20 meters between cables and fuel storage tanks, apart from providing adequate protection for the electric cables.

#### **6.17 Foundations of Other Services**

When there are structural supports for public transport, suspended telecommunication wires, street lighting, the electric cables will be laid at a distance of at least 500mm from the outer extremities of the supports or foundations of the structures. This minimum distance shall further be increased to 1.5m if the support or foundation is subject to continuous stress towards the curb sides.

If this separation cannot be maintained a resistant mechanical safety measure must be used throughout the length of the support and its foundation, extending to a length of 500mm, on both sides of outer extremes.

### **7.0 Crossing of Roads and Railroad Tracks**

#### **7.1 Public Roads**

When crossing streets and roads cables must be laid at depths of at least 1.2m. The ducts must be durable and mechanically strong, and must have a minimum diameter of 150mm in order to permit the easy passage of the cables within the tubes. Conditions specified in the Electric Power Act must be observed at all times. Spare ducts must be provided where necessary.

#### **7.2 Railroad tracks**

Crossing railroad tracks must be done with reinforced concrete or heavy duty PVC reinforced by concrete 150mm thick surround laid perpendicular to the tracks at a minimum depth of 1.6 m. This depth must be measured from the bottom side of the track's crossbars. It is recommended that the crossing takes place at the narrower points of railroad areas. Conditions specified by municipalities and the Railroad companies shall take precedence.

### **8.0 Crossing Other Services**

#### **8.1 Low Voltage Cables**

When medium voltage cables cross low voltage cables, a minimum distance of 250mm must be kept between them. If this cannot be achieved, medium voltage and low voltage cables must be separated by pipes, conduits, or solid brick divisor walls.

**8.2 Medium Voltage Cables**

When crossing other medium voltage cables, the minimum distance to be observed between them is 250mm. If this distance cannot be maintained solid bricks must be laid between them.

**I. SCHEDULE OF DEVIATION 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	CLAUSE 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 variation with the specific requirements laid out in the technical specification, then the latter shall govern and will be binding on the tenderer for the quoted price

.....  
Signature of tenderer

## **SECTION VI: DRAWINGS**

No drawing required because it is replacing existing fittings

## **SECTION VII: BILLS OF QUANTITIES**

### **I.0 PREAMBLE TO BILL OF QUANTITIES**

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- 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 work 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 tendering and comparing of Tenders. 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. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or 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 Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 36.4 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all equipment and tools to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

- (i) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
  - (ii) Where there is a discrepancy between the unit rate 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 obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
  - (iii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- 
- i) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
  - j) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no 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 Engineer.

## 2.1 SCHEDULE OF MATERIALS & LABOUR

S/NO	ITEM DESCRIPTION	UNIT	QTY	MATERIAL, KSHS	LABOUR KSHS	AMOUNT, KSHS
1.	Allow for mobilization of all testing equipment, tools and provide for vehicle KAPS pass payment.	SUM	1			
2.	Supply & Install 95sq.mm 3core XLPE 11KV cable	m	500			
3.	Carry out excavation & back filling to 2m deep of the cable trench	CCM	1500			
4.	Allow for backfilling with red-soil 300mm	SM	1500			
5.	Supply & termination of 11KV 95sq.mm 3-core joint Kit for item (2) above	NO.	4			
6.	Carry out pressure-Testing of the cable and the entire circuit to meet the standards insulation strength.	SUM	1			
7.	Allow for Testing and commissioning on the entire circuit	SUM	1			
8.	Allow for training for six (6) technician on high voltage cable terminations and testing.	SUM	1			
9.	SUB TOTAL,KSHS					
10.	ADD 16% V.A.T					
11.	<b>TOTAL INCLUSIVE OF VAT TO BE TRANSFERRED TO THE FORM OF TENDER</b>					



Total tender sum in words: Kenya shillings.....

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Date)

For and on behalf of: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Official Seal/Stamp:  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION VIII:     STANDARD FORMS**

<b>FORM OF TENDER.....</b>	<b>58</b>
<b>APPENDIX TO FORM OF TENDER .....</b>	<b>59</b>
<b>LETTER OF ACCEPTANCE.....</b>	<b>60</b>
<b>FORM OF AGREEMENT .....</b>	<b>61</b>
<b>FORM OF TENDER SECURITY .....</b>	<b>63</b>
<b>PERFORMANCE BANK GUARANTEE (UNCONDITIONAL).....</b>	<b>64</b>
<b>TENDER QUESTIONNAIRE .....</b>	<b>65</b>
<b>DECLARATION FORM .....</b>	<b>66</b>
<b>CONFIDENTIAL BUSINESS QUESTIONNAIRE .....</b>	<b>67</b>
<b>LITIGATION AND ARBITRATION HISTORY.....</b>	<b>69</b>
<b>STATEMENT OF FOREIGN CURRENCY REQUIREMENTS .....</b>	<b>70</b>
<b>LETTER OF NOTIFICATION OF AWARD .....</b>	<b>71</b>
<b>CERTIFICATE OF BIDDER'S VISIT TO SITE.....</b>	<b>72</b>
<b>MANUFACTURER'S AUTHORISATION FORM.....</b>	<b>73</b>

## FORM OF TENDER

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

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to **Supply and Installation of 11KV cable serving substation IB at Jomo Kenyatta International Airport** and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words] inclusive of all taxes.
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for **One hundred and twenty (120) days**, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. 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 tenders for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ [Name of Employer]  
of \_\_\_\_\_ [Address of Employer]

Witness;

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	AMOUNT
Tender Security	Kshs. 200,000.00
Amount of Performance Security (Unconditional Guarantee)	Five (5%) percent of tender price in the form of Unconditional Guarantee issued by a bank or duly registered financial institution.
Program to be submitted	Not later than fourteen days after issuance of Order to Commence
Minimum amount of Third Party Insurance	Kshs. 500,000.00
Period for commencement, from the Engineer's order to commence	Two weeks
Time for completion	EIGHT (8) weeks
Amount of liquidated damages	Amount for each day of delay: 0.15 %
Limit of liquidated damages	10% of Contract Value
Defect Liability period	12 Months
Percentage of Retention	5% of Interim Payment Certificate
Limit of Retention Money	5% of Contract Price
Minimum amount of interim certificates	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	30 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	30 days
Appointer of Arbitrator	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	<p>The Employers address is:                      Managing Director/CEO                      Kenya Airports Authority                      P. O. Box 19001 00501  <u>NAIROBI</u></p> <p>The Engineer's address is:                      General Manager (P &amp; ES),                      Kenya Airports Authority                      P. o. Box 19001 00501  <u>NAIROBI</u></p>

Signature of Tenderer: .....

Date: .....

# 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
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 of .....20.....

THE CONDITIONS of this obligation are:

- I. 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;
  - (c) Rejects a correction of an arithmetic error in the tender.

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 **One Hundred And Fifty (150)** 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 GUARANTEE (UNCONDITIONAL)

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 recognized 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 cavil 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 \_\_\_\_\_

## 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: Ksh \_\_\_\_\_

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

## STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of \_\_\_\_\_  
\_\_\_\_\_ (name of Contract)

being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage:

(Figures) \_\_\_\_\_ (Words) \_\_\_\_\_

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

1. \_\_\_\_\_
2. \_\_\_\_\_

Date: \_\_\_\_\_ 2011

Enter 0% (zero percent) or leave blank if no payment will be made in foreign currency.

*Maximum foreign currency requirement shall be thirty (30%) percent of the Contract Sum, less fluctuations.*

\_\_\_\_\_  
(Signature of Tenderer)

**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



## CERTIFICATE OF BIDDER'S 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 visit)

Visited the site in connection with bid for: **SUPPLY AND INSTALLATION OF 11KV CABLE SERVING SUBSTATION 1B AT JOMO KENYATTA INTERNATIONAL AIRPORT**

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

1. I have made myself familiar with all the local conditions likely to influence the works, cost thereof and I am fully aware that all work will be done while the areas remain in use.
2. I further certify that I am satisfied with the description of the work and the 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.

### **On behalf of Bidder**

Signed.....  
Date.....

### **On behalf of Kenya Airports Authority**

Signed.....  
Date.....

## MANUFACTURER'S AUTHORISATION FORM

To: *[name of the Procuring entity]*

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**RE:** \_\_\_\_\_

WHEREAS .....*[ name of the manufacturer]*  
who are established and reputable manufacturers of ..... *[name and/or description of  
the goods]* having factories at ..... *[address of factory]* do hereby  
authorize ..... *[name and address of Agent]* to submit a tender, and  
subsequently negotiate and sign the Contract with you against tender No. ....  
*[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract  
for the goods offered for supply by the above firm against this Invitation for Tenders.

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*[Signature for and on behalf of manufacturer]*

**Note:** This letter of authority should be on the letterhead of the Manufacturer and  
should be signed by a person competent



**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