SUPPLY OF SPARES PARTS FOR TERMINAL 1A DEPARTURES
BAGGAGE HANDLING SYSTEM FOR JOMO KENYATTA
INTERNATIONAL AIRPORT

TENDER NO. KAA/OT/JKIA/1492/2018-2019

APRIL, 2019

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

GENERAL MANAGER (P&ES)
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001
NAIROBI
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SECTION I  INVITATION TO TENDER

DATE  APRIL, 2019
TENDER REF NO.  KAA/OT/JKIA/1492/2018-2019
TENDER NAME  SUPPLY OF SPARE PARTS FOR TERMINAL 1A DEPARTURES BAGGAGE HANDLING SYSTEM FOR JOMO KENYATTA INTERNATIONAL AIRPORT

The Kenya Airports Authority invites sealed bids from eligible candidates for Supply of spare parts for Terminal 1A Departures Baggage Handling system for Jomo Kenyatta International Airport.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Kenya Airport Authority Headquarters at JKIA, 2nd floor, office of GM (Procurement & Logistics) 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

Completed tender documents shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 14th May, 2019 at 11.00 am” and addressed to :-

The Managing Director,
Kenya Airports Authority,
P. O. Box 19001-00501,
NAIROBI

and be deposited in the tender box located on the 2nd Floor of Kenya Airports Authority Headquarters, so as to be received on or before 14th May, 2019 at 11.00 am and shall be valid for a period of 120 days after bid submission. Late bids shall be rejected. Bids shall be opened soon after in the presence of bidder’s representatives who choose to attend at the Conference Room, 1st floor, KAA HQ’s Building.

Prices quoted should be inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Please confirm receipt of this letter immediately in writing by cable, fax, e-mail or telex. If you do not intend to bid we would appreciate being notified also in
writing at your earliest opportunity. Further, the Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept lowest or any tender.

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

GM PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO
## SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= 

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14
(e) Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

2.9 **Tender Forms**

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

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ Manufacturer or producer to supply the goods.
(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KAA.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:
   (i) to sign the contract in accordance with paragraph 2.27
   or
   (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 **Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:
(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” FEBRUARY 2019.

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

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **14th May, 2019 at 11.00 a.m.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 **Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7.

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at 11.00 am XX FEBRUARY 2019 and in the location specified in the Invitation to Tender.

The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the
response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity’s Right to Vary quantities

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

(d) Procuring entity’s Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>As per Invitation to Tender.</td>
</tr>
<tr>
<td>2.27.2</td>
<td>Tenderer’s Financial Capability; Tenderer to meet requirement indicated in the evaluation criteria below</td>
</tr>
<tr>
<td>2.4.1</td>
<td>The tender document shall also comprise of <em>Qualification Information Form</em></td>
</tr>
<tr>
<td>2.5.1</td>
<td>Address for clarification:</td>
</tr>
<tr>
<td></td>
<td><strong>General Manager Procurement and Logistics,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>P.O. Box 19001 - 00501</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Nairobi</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Kenya</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></strong></td>
</tr>
<tr>
<td></td>
<td><strong>Telephone: +254 (0)20 6611000</strong></td>
</tr>
<tr>
<td>2.8.1 (b)/ 2.12</td>
<td>As per the evaluation criteria</td>
</tr>
<tr>
<td>2.10.2</td>
<td>Prices quoted shall including all applicable taxes.</td>
</tr>
<tr>
<td>2.10.4</td>
<td>Replace words; “sixty (60)” with words “one twenty (120)”</td>
</tr>
<tr>
<td>2.11.1</td>
<td>The bidder should quote in Kenya Shillings or other freely convertible currency such as United States Dollars, Euros or British Pound.</td>
</tr>
<tr>
<td>2.14.1</td>
<td>Tender Security shall be at a value of: Kenya Shillings <strong>Eight hundred Thousands (KES 800,000.00)</strong> and shall be valid for <strong>one hundred and fifty (150)</strong> days from the tender closing/opening date. The Tender Security shall be in the form of:</td>
</tr>
<tr>
<td></td>
<td>1. Cash or banker’s cheque, or</td>
</tr>
<tr>
<td></td>
<td>2. A bank guarantee, or</td>
</tr>
<tr>
<td></td>
<td>3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or Letter of credit.</td>
</tr>
<tr>
<td>2.16.1</td>
<td>The Tenderer shall submit ONE (1) original and ONE (1) Copy of the tender.</td>
</tr>
<tr>
<td></td>
<td>The <strong>Technical and Financial Proposal</strong> shall be in the same envelope to comprise of among others the following:</td>
</tr>
</tbody>
</table>
|                                     | i. All information required for the preliminary evaluation,
### INSTRUCTIONS TO TENDERERS

#### REFERENCE

<table>
<thead>
<tr>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Duly completed and signed Form of Tender,</td>
</tr>
<tr>
<td>iii. Duly completed and signed Bills of Quantities</td>
</tr>
<tr>
<td>iv. All the information required for Technical Evaluations.</td>
</tr>
</tbody>
</table>

2.17.2 (a) Address of procuring entity is:

   Kenya Airports Authority,  
   Kenya Airports Authority Headquarters,  
   Airport South Road,  
   P. O. Box 19001 – 00501  
   NAIROBI-KENYA,  
   Tel: +254 20 6611000  
   E-mail: tenders@kaa.go.ke  
   Website: [www.kaa.go.ke](http://www.kaa.go.ke)

2.17.2 (b)/2.18.1/2.20.1 Date and time of closing **14th May, 2019 at 11.00 a.m**

2.18.1 Tenders must be received on or before **14th May, 2019 at 11.00 a.m**

2.27 KAA at its discretion shall carry out due diligence to determine the qualification in accordance with this clause.

2.30.1 Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;

   4. Cash or banker’s cheque, or  
   5. A bank guarantee, or  
   6. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or  
   7. Letter of credit.

---

**Pre-tender meeting**

A pre-bid meeting will be held on **30th April, 2019 at 10.00 a.m.** at the **Conference room** located at the roof top of the Parking Garage in JKIA.
EVALUATION CRITERIA

1 PRELIMINARY EVALUATION

The following are the Mandatory Requirements that SHALL constitute the evaluation criteria at the Preliminary Evaluation Stage.

1. The Tender Security shall be Kenya Shillings Eight Hundred Thousand (KES 800,000.00) and shall be valid for one hundred and fifty (150) days from the date of tender opening.
2. Provide copy of Valid Certificate of Registration/Incorporation
3. Provide a copy of valid KRA Tax Compliance Certificate
4. Duly Filled Confidential Business Questionnaire
5. Duly Filled Self Declaration Form
6. Duly Filled Form of Tender
7. Submission of Dealer/Agent’s Authorization letter from the Original Equipment Manufacturer.
8. Copy of CR12 valid for a period of one year from the date issuance. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided.
9. Bidders shall ensure availability of the critical spare parts found under compliance clause 5.2 page 37 (list of critical spare parts).
10. Proof of access to liquid assets of not less than Kenya shillings Twenty Million (KES 20,000,000). Proof may be made in form of cash in hand, or access to lines of credit from bank (letter from bank must be specific to this tender and value) or bank statements not older than three months to the date of tender submission, or bank overdraft

NB. Tenders which do not satisfy any of the requirements set out above SHALL be disqualified and shall not be evaluated further.

2. TECHNICAL EVALUATION

The following SHALL constitute the evaluation criteria at the Technical Evaluation stage:

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement description</th>
<th>Maximum points attainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Full compliance to Technical Specifications outlined under clause 5.2 on page 37. The bidder shall fill the Guaranteed Technical Particulars indicating the Manufacturer of each of the spare parts and the country of origin. 1. Full compliance to critical parts-50 Marks</td>
<td>75</td>
</tr>
</tbody>
</table>
2. **Compliance to Other parts-25 Marks**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>3</td>
<td>The tenderer shall provide the following-</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>1. Technical Brochures-10Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Spare parts catalogues-5 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. drawings- 5 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Other relevant technical data such electronics manuals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>that may be useful to KAA -5 Marks</td>
<td></td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

**NOTE:**
Only bidders with a technical score of 75 points and above out of the maximum possible 100 points shall be considered technically responsive; hence qualify for evaluation of their financial bid.

3. **FINANCIAL EVALUATION**

The following SHALL constitute the evaluation criteria at the Financial Evaluation stage.

The Procuring Entity SHALL apply the prevailing mean exchange rate at the time of tender closing for purposes of conversion of tender currencies into one common currency for comparison of unit prices. The source of the prevailing exchange rate shall be the Central Bank of Kenya.-Note for Appendix confirm clause No.

1. The tenderer **SHALL** provide a price schedule in the format provided

2. The tender shall be awarded to the lowest evaluated bidder.
SECTION III: GENERAL CONDITIONS OF CONTRACT

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</tr>
<tr>
<td>3.12</td>
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<td>27</td>
</tr>
<tr>
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<td>Price</td>
<td>28</td>
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<td>3.14</td>
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<td>29</td>
</tr>
<tr>
<td>3.20</td>
<td>Force Majeure</td>
<td>29</td>
</tr>
</tbody>
</table>
3.1 Definitions

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

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

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.
3.4 **Standards**

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

3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

3.8.1 KAA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity’s right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

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

3.10 Delivery and Documents

3.10.1 Delivery of the Spare parts shall be made by the tenderer in accordance with the terms specified by KAA in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

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

3.15 Subcontracts

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

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>4.2 REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
</table>
| 3.1.1 (d) | The Procuring Entity is:  
Kenya Airports Authority,  
P. O. Box 19001-00501,  
Nairobi-Kenya  
Tel: +254-020-6611000/6612000  
Fax: +254-020-822078  
E-mail:tenders@kaa.go.ke |
| 3.1.1 (f) | “Intended Completion Date” means is the date on which it is intended that the Supplier shall complete the delivery of the spare parts. The Intended Completion Date is specified in Clause 3.10 of the Special Conditions of Contract. The Intended Completion Date may be revised only by KAA by issuing an extension of time or an acceleration order. |
| 3.1.1 (g) | “Supplier” means a person or corporate body whose tender to carry out the works has been accepted by the Procuring Entity. |
| 3.7.1 | Performance Security shall be at ten (10%) percent of the Contract Price excluding any recurrent costs, in the format provided and shall be in form of;  
a. Cash or banker’s cheque, or  
b. A bank guarantee, or  
c. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or  
d. Letter of credit.  
The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price. |
| 3.10.1 | The supplier shall deliver the spare parts within 4 weeks from the contract signing date. |
| 3.11 | The insurance coverage shall be as follows: -  
The Spares shall be fully insured by the Supplier against loss or damage incidental to the manufacture thereof, or acquisition,
### 4.2 REFERENCE OF GCC

<table>
<thead>
<tr>
<th><strong>SPECIAL CONDITIONS OF CONTRACT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>transportation, storage, and delivery on “All Risks” basis, including War Risks and Strikes for all the items required for the implementation of the solution to be delivered to stores located at Kenya Airports Authority Headquarters (KAA HQS).</td>
</tr>
</tbody>
</table>

### 3.12

Subject to the provisions (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement as follows: -

Payment shall be made as follows: -

a) **100%** upon successful completion of delivery of the spares as indicated in the Bills of Quantities and Inspected and Accepted by KAA’s Authorized Personnel.

**Note:** There shall be no advance payment.

### 3.16

In addition to sub-clauses 3.16 (a) to (c), add the following sub-clauses:

- d) the Supplier stops work/supply for 30 days when no stoppage of work/supply is shown on the current Program and the stoppage has not been authorized by the procuring entity;
- e) the procuring entity or the supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) the Supplier does not maintain a Security, which is required;
- g) the Supplier has delayed the delivery of the spare parts by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the general conditions of contract;

When either party to the Contract gives notice of a breach of Contract to the Procuring Entity for a cause other than those listed under General Conditions of Contract Sub-Clause 3.16 above, the Procuring Entity shall decide whether the breach is fundamental or not.

Notwithstanding the above, the procuring entity may terminate the Contract for convenience.

If the Contract is terminated, the supplier shall stop work immediately, make the Site safe and secure, and leave the Site as
<table>
<thead>
<tr>
<th>4.2 REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>soon as reasonably possible.</td>
</tr>
</tbody>
</table>

3.17.1 If the delivery date is extended (except by mutual consent) liquidated damages shall be assessed at **half (0.5%) percent per week** of the Contract Price. The maximum liquidated damages are ten (10%) percent of the Contract Price.

Where the supplier anticipates that there will be a significant delay to the performance of any of its services for which it considers an extension of time is required, then it must immediately notify KAA of its request, the reasons for extension and steps taken or to be taken to minimize the delays and as soon as practicable, notify KAA in writing of the period of the delay caused and give details of the extension of time which it reasonably considers will be required.

If there is delay on part of KAA in according approval of the milestone/document submitted, beyond specified timeline, the project shall be deemed to be extended by the delayed period of approval and the vendor will intimate in writing to KAA.

If for any circumstances an extension of time is required, then the supplier shall inform Project Manager not later than 10 days from the date of occurrence of such circumstance.

The decision of the project manager shall be final and binding in this respect and no additional remuneration shall be payable for the extended period.

3.18 Any dispute directly or indirectly connected with this contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both parties.

If the effort to resolve all or any of the disputes through mutual settlements fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both KAA and the supplier. The settlement agreement shall be final and binding on the parties. The venue of the conciliation shall be KAA Board Room 3rd Floor.

The cost of conciliation shall be met equally by both parties.

The conciliation should not take longer than 7 days and the report from the conciliator shall be submitted to both parties within 14 days thereafter.

3.19.1 The rules of arbitration procedures for local suppliers shall be those contained in the Arbitration Act of the Laws of Kenya

The institution whose arbitration procedures shall be used for foreign suppliers is:**THE KENYAN LAWS**
### 4.2 REFERENCE OF GCC

#### SPECIAL CONDITIONS OF CONTRACT

Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Kenya Laws Arbitration Rules as at present in force.” The arbitration will be conducted in Nairobi, Kenya, in the English language and using one arbitrator.

### 3.21 Notices

The address of the Employer for notices is:

Managing Director  
Kenya Airports Authority,  
3rd floor, Kenya Airports Authority Headquarters, Airport South Road,  
P. O. Box 19001 – 00501  
NAIROBI-KENYA,  
tenders@kaa.go.ke

The address of the Supplier for notices is:

........................................
........................................
........................................
........................................

All notices, instructions, information, and other communications given by the supplier to KAA under the contract shall be given to the Project Manager/KAA’s representative, except as otherwise provided for in the agreement.
<table>
<thead>
<tr>
<th>Roles and Responsibilities</th>
<th>Supplier’s Responsibilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The supplier has the overall responsibility of supply and delivery as indicated under the schedule of requirements.</td>
</tr>
<tr>
<td></td>
<td>The supplier’s Representative and staff are obliged to work closely with the KAA’s Responsible Personnel, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract.</td>
</tr>
<tr>
<td></td>
<td>All supplier’s personnel entering KAA premises shall be properly identified by badges of a type issued by KAA and must be worn at all times.</td>
</tr>
<tr>
<td></td>
<td>KAA shall not be in any way be held responsible for any accident or damages incurred and claims arising there from during the period of supply, delivery and support.</td>
</tr>
<tr>
<td></td>
<td><strong>KAA Responsibilities:</strong></td>
</tr>
<tr>
<td></td>
<td>KAA shall provide personnel to receive, inspect and certify the BHS spare parts that meets KAA’s requirements and specifications.</td>
</tr>
</tbody>
</table>
SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
## 5.2 TECHNICAL DATA SHEET (GUARANTEED TECHNICAL PARTICULARS) for the spare parts for airport baggage handling system

<table>
<thead>
<tr>
<th>S/No</th>
<th>Item description</th>
<th>Component/Quantity</th>
<th>Bidders offer and Statement of compliance</th>
<th>Country of origin and name of manufacturer</th>
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<td>CRITICAL SPARES</td>
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<td>2</td>
<td>012605-182-00001 Divert switch 40° left</td>
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<td>3</td>
<td>012605-301-00001 Divert switch 40° right</td>
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<td>4</td>
<td>Power supply unit 120/230V, 24VDC 5A. SITOP PSU100S</td>
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<td>5</td>
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<td>7</td>
<td>006881-30230 Brush for SBA right</td>
<td>100</td>
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<td>8</td>
<td>006881-30231 Brush for SBA left</td>
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<td>12</td>
<td>012605-651-00001 Rear plate</td>
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<td>13</td>
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<td>Assy carrier support dash 2</td>
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<td>Part No OL 9196-0001</td>
<td>Pulse Position Indicator (PPI) sensor ASSY</td>
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<td>20</td>
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<td>ASI-interface power supply</td>
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<td>21</td>
<td>Poly V belt 12 rib for Sorter and Carousel drives</td>
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**B OTHER SPARES**

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<td>Aux contactor</td>
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Contactor 3P | 3 |
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| 10 | Part No 005510-60564  
Power supply 120/230VAC/24DC | 10 |
| 11 | MCS Manual scanners | 4 |
| 12 | Out of Gauge Level 5 manual scanner | 4 |
| 13 | Part No 005303-00521  
ASI interface power supply 4A | 10 |
| 14 | Part No 012667-15-00001  
Rotor arm | 40 |
| 15 | Part No OL 439-00003  
Assy Wheel pressure unit | 10 |
| 16 | 002317-10025  
Screw HS precision M10X 12H8x25 | 100 |
| 17 | Part No OL 8343-00001  
Part name ASSY tension pulley | 4 |
| 18 | Part No 005510-00561  
Siemens power supply | 6 |
| 19 | Part No 005510-00560  
Siemens power supply | 6 |
| 20 | Part No 3TK2828-1BB40 1-006002-00151  
E-Relay 3TK2828 | 5 |
| 21 | Part No 006002-15084  
Reflector tape 50mm self | 1000mm |
| 22 | Assy wheel L90  
Serial No OL8342- | 100 |
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Bidders **shall** provide warranty for the spares for a period of not less than one (1) year.
SECTION VI - PRICE SCHEDULE

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<td>18</td>
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| 31 | Part No 005510-60564  
Power supply 120/230VAC/24DC                                               | 10       |
| 32 | MCS Manual scanners                                                         | 4        |
| 33 | Out of Gauge Level 5 manual scanner                                          | 4        |
| 34 | Part No 005303-00521  
ASI interface power supply 4A                                          | 10       |
| 35 | Part No 012667-15-00001  
Rotor arm                                                                 | 40       |
| 36 | Part No OL 439-00003  
Assy Wheel pressure unit                                                   | 10       |
| 37 | Part No OL 9196-0001  
Pulse Position Indicator (PPI) sensor ASSY                           | 10       |
| 38 | Part No OL 8343-00001  
Part name ASSY tension pulley                                               | 4        |
| 39 | Part No 005510-00561  
Siemens power supply                                                      | 6        |
| 40 | Part No 005510-00560  
Siemens power supply                                                      | 6        |
| 41 | Part No 3TK2828-1BB40 1-006002-00151  
E-Relay 3TK2828                                                               | 5        |
| 42 | Part No 006002-15084  
Reflector tape 50mm                                                         | 1000mm   |
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SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - The tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
8.1 **FORM OF TENDER**

Date ___________
Tender No. ___________

To: Kenya Airport Authority (KAA)  
PO BOX 19001-00502 NAIROBI

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. …………………. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…………………………………………………………………………………………………………………………………………………) in conformity with the said tender documents for the sum of ……………………………………………………………………………………………………………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to __________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by …………………. (Procuring entity).

4. We agree to abide by this Tender for a period of **120 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this __________ day of _____________ 20 ______

_________________________    [Signature]    _______________________
                  [In the capacity of]

Duly authorized to sign tender for an on behalf of _________________________
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General

Business Name ________________________________________________________

Location of business premises; Country/Town _____________________________

Plot No____________________________ Street/Road _______________________

Postal Address______________________ Tel No ___________________________

Nature of Business _____________________________________________________

Current Trade License No______________ Expiring date ____________________

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

Name of your bankers _________________________________________________

Branch ______________________________________________________________

Part 2 (a) – Sole Proprietor

Your name in full_____________________________________________________

Age________________________________________________________________

48
Nationality________________________ Country of Origin _______________

*Citizenship details ____________________________ ___________________________

**Part 2 (b) – Partnership**

*Give details of partners as follows:*

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**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:*

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
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<td></td>
</tr>
</tbody>
</table>
Date ........................ Signature of Candidate ...........................

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
8.3 TENDER SECURITY FORM

Whereas .................................................. [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated .......... [date of submission of tender] for the supply, installation and commissioning of .................[name and/or description of the equipment] (hereinafter called “the Tender”) .......................................................... KNOW ALL PEOPLE by these presents that WE ................................ of ................................ having our registered office at ................................ (hereinafter called “the Bank”), are bound unto ................................ [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ................................ for which payment well and truly to be made to the said Procuring entity, 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:-
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the bank]________________________________
(Amend accordingly if provided by Insurance Company)
8.4 CONTRACT FORM

THIS AGREEMENT made the ____ day of ________ 20 ________ between ……………… [name of Procurement entity] of ………… [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and …………………….. [name of tenderer] of ………….. [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Procuring entity’s Notification of Award

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ______ the ___________ (for the Procuring entity)

Signed, sealed, delivered by ______ the ___________ (for the tenderer in the presence of _____________)

(Amend accordingly if provided by Insurance Company)
8.5 PERFORMANCE SECURITY FORM

To ......................................................
[name of Procuring entity]

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

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

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

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

This guarantee is valid until the _________ day of ________ 20 ________

Signed and seal of the Guarantors

[ ]

[name of bank or financial institution]

[ ]

[address]

[ ]

[date]
8.6  BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To  ........................................
    [name of Procuring entity]

[name of tender]  .........................

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ............................................................... [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ……… …………... [amount of guarantee in figures and words].

We, the ........................................ [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …………... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ……….... [date].

Yours truly,

Signature and seal of the Guarantors

..................................................................................................................
8.7 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity] ........................

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.

[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.
8.8 LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

______________________________

______________________________

To:__________________________

______________________________

______________________________

RE: Tender No.________________

Tender Name________________

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

________________________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____________________________________________________

________________________________________________________________________

_____________________________________________________

SIGNED FOR ACCOUNTING OFFICER
SELF-DECLARATION FORM

1. ANTI-CORRUPTION DECLARATION

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

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

a) The person shall be disqualified from entering into a contract for the procurement; or

b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.

c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have.

Name _________________________ Signature __________________

Date ______________

Company Seal / Business Stamp

2. 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 ______________
3. **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*
CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that I _____________________________________________________  
(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 tender for:

SUPPLY AND DELIVERY OF SPARE PARTS FOR TERMINAL 1A  
DEPARTURES BAGGAGE HANDLING SYSTEM FOR JOMO KENYATTA  
INTERNATIONAL AIRPORT, TENDER NO. KAA/OT/MIA/1492/2018-2019

Having previously studied the tender documents,

1. I have carefully examined the site.
2. 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.
3. 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 ..............................................................
8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..........................................................APPLICANT

AND

..........................................................RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

I/We.............................the above named Applicant(s), of address:
Physical address.............Fax No.....Tel. No.......Email .................,
hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-
1.
2.
etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.
etc
SIGNED ……………… (Applicant)

Dated on……………..day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review
Board on ……….. day of ………..20…………

SIGNED
Board Secretary