SUPPLY, DELIVERY AND INSTALLATION OF DATA CENTRE UPS BATTERIES

TENDER No. KAA/OT/HQ/1504/2018/2019

May, 2019

GENERAL MANAGER (ICT)  MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY  KENYA AIRPORTS AUTHORITY
P.O.BOX 19001-00501  P.O.BOX 19001-00501
NAIROBI  NAIROBI
# TABLE OF CONTENTS

- **Appendix to Instructions to Tenderers** .......................................................... 17
- **Evaluation Criteria** .............................................................................................. 20
- **Section III: General Conditions of Contract** .................................................... 24
- **Section IV: Special Conditions of Contract** ...................................................... 30
- **Section VIII: Standard Forms** ............................................................................ 47
- **Appendix 1 – Abbreviations** ............................................................................... 65
SECTION I. INVITATION FOR TENDERS

TENDER NAME: SUPPLY, DELIVERY AND INSTALLATION OF DATA CENTRE UPS BATTERIES

TENDER NO: KAA/OT/HQ/1504/2018/2019

1.1 The Kenya Airports Authority (KAA) invites proposals from eligible candidates to the Supply, Delivery And Installation of Data Centre UPS Batteries

1.2 Interested eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, office of the 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.

1.3 A complete set of tender documents in English language may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand Only (Kshs. 1,000/-) or an equivalent amount in freely convertible currency in cash or Bankers cheque payable to the Managing Director, Kenya Airports Authority. However, the tender document can also be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (ppip.go.ke) and thereafter bidders can forward their company’s details to tenders@kaa.go.ke so that any addendum/clarifications can be send to their email address.

1.4 Prices quoted should be net and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.

1.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 28th May, 2019 at 11.00 a.m.” and addressed to:

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

and deposited in the Tender Box situated on 2nd Floor, Kenya Airports Authority Headquarters.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building.

1.7 The Tender Security shall be Kenya Shillings one hundred thousand (100,000.00) and shall be valid for 150 days from the date of tender opening.
1.8 A Site Visit & Pre-bid meeting will be held at KAA Headquarters on 17th May 2019 at 10.00 a.m. Bidders to Congregate at the Data Centre Conference room.

1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website https://kaa.go.ke/corporate/procurement/ portal All bidders are advised to regularly check the website during the bidding period.

1.10 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

## Table of Clauses

2.1 Eligible Tenderers ........................................................................................................6
2.2 Eligible Goods .............................................................................................................6
2.3 Cost of Tendering .......................................................................................................6
2.4 The Tender Document ...............................................................................................6
2.5 Clarification of Documents ........................................................................................7
2.6 Amendment of Documents ........................................................................................7
2.7 Language of Tender ....................................................................................................7
2.8 Documents Comprising of Tender .............................................................................8
2.9 Tender Forms ..............................................................................................................8
2.10 Tender Prices ...............................................................................................................8
2.11 Tender Currencies .....................................................................................................8
2.12 Tenderers Eligibility and Qualifications ..................................................................9
2.13 Goods Eligibility and Conformity to Tender Documents ........................................9
2.14 Tender Security .........................................................................................................10
2.15 Validity of Tenders ....................................................................................................11
2.16 Format and Signing of Tender ..................................................................................11
2.17 Sealing and Marking of Tenders ...............................................................................11
2.18 Deadline for Submission of Tenders ..........................................................................12
2.19 Modification and Withdrawal of Tenders .................................................................12
2.20 Opening of Tenders ..................................................................................................12
2.21 Clarification of Tenders ............................................................................................13
2.22 Preliminary Examination .........................................................................................13
2.23 Conversion to Single Currency ...............................................................................13
2.24 Evaluation and Comparison of Tenders ....................................................................14
2.25 Preference ................................................................................................................14
2.26 Contacting the Procuring entity ..............................................................................14
2.27 Award of Contract ....................................................................................................14
2.28 Notification of Award ...............................................................................................15
2.29 Signing of Contract ..................................................................................................15
2.30 Performance Security ...............................................................................................15
2.31 Corrupt or Fraudulent Practices ..............................................................................16
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 changed for the tender document shall not exceed Kshs.1,000/=

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

2.4 **The Tender Document**

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

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

(b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

2.10.4 The validity period of the tender shall be 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 tenderer’s eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderer’s 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 tenderer’s 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, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

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

2.14 **Tender Security**

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

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

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

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 the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28.
2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 60 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 Tenderer 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 28th May, 2019 at 11.00 a.m.”

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 **28th 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 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, on **28th May, 2019 at 11.00 a.m.** 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO 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>2.1.3</td>
<td>For Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-</td>
</tr>
<tr>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td>(c) The partner in charge shall be authorized to incur liabilities and receive instructions for an 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.</td>
</tr>
<tr>
<td></td>
<td>(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)</td>
</tr>
<tr>
<td></td>
<td>(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.</td>
</tr>
<tr>
<td>2.4.1</td>
<td>The tender document shall also comprise of Qualification Information Form</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Address for clarification:</td>
</tr>
<tr>
<td></td>
<td>General Manager Procurement and Logistics</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 19001 - 00501</td>
</tr>
<tr>
<td></td>
<td>Nairobi</td>
</tr>
<tr>
<td></td>
<td>Kenya</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></td>
</tr>
<tr>
<td>INSTRUCTIONS TO TENDERERS REFERENCE</td>
<td>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>2.8.1 (b)/ 2.12</td>
<td>Procurement For The Supply &amp; Installation of UPS Batteries will be evaluated and awarded as one LOT. The Evaluation criteria is provided in page 20.</td>
</tr>
<tr>
<td>2.10.2</td>
<td>Prices quoted shall be the Delivered Duty Paid (DDP) to <strong>Kenya Airports Authority Hqs</strong> including all applicable taxes, IDF charges, clearing charges, insurances, transportation charges to the premises of the purchaser and unloading costs.</td>
</tr>
<tr>
<td>2.10.4</td>
<td>Replace words; “sixty (60)” with words “one hundred and twenty (120)”</td>
</tr>
<tr>
<td>2.11.1</td>
<td>Prices shall be quoted in Kenya Shillings or any other easily convertible currency</td>
</tr>
<tr>
<td>2.14.1</td>
<td>Tender Security shall be at a value of: <strong>Kenya Shillings One Hundred Thousand (100,000.00)</strong></td>
</tr>
</tbody>
</table>
| 2.14.4 | The tender security shall be in the form of  
1. cash or banker’s cheque, or  
2. a bank guarantee, or  
3. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or  
4. Letter of credit.  

The **Tender Security** shall be valid for **150 days** from the date of tender opening. |
| 2.16.1 | The Tenderer shall submit **ONE (1) original** and **ONE (1) Copy** of the tender.  
**Both** the **Technical and Financial Proposal** shall be in the **same envelop** to comprise of among others the following:-  
1. All information required for the preliminary evaluation,  
2. All information required for the technical evaluation,  
3. Duly completed and signed Form of Tender,  
4. Duly completed and signed Bills of Quantities |
| 2.17.2 (a) | **Address of procuring entity is:**  
**Kenya Airports Authority,**  
**KAA Headquarters,**  
**Airport South Road,**  
**P. O. Box 19001 – 00501**  
**NAIROBI-KENYA,**  
**Tel: +254 20 6611000**  
**Fax: +254 20 822078** |
<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.17.2 (b)/2.18.1/2.20.1</td>
<td>Date and time of closing is indicated in Clause 2.18.1 below</td>
</tr>
<tr>
<td>2.18.1</td>
<td>Tenders must be received on or before 28th May, 2019 at 11.00 a.m.</td>
</tr>
<tr>
<td>2.27</td>
<td>KAA at its discretion shall carry out due diligence to determine the qualification in accordance with this clause.</td>
</tr>
</tbody>
</table>
| 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;  
1. Cash or banker's cheque, or  
2. A bank guarantee, or  
3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or  
4. Letter of credit. |
EVALUATION CRITERIA

1 Preliminary

Tenderers are required to submit the following MANDATORY documents, failure to which they shall not be considered for further evaluation.

1.1 Duly filled and signed form of tender valid for 120 days from tender opening date.

1.2 Certificate of Registration/Incorporation (all parties of a joint venture must submit).

1.3 Duly filled Confidential Business Questionnaire (all parties of a joint venture must submit).

1.4 Provide bid security of Kshs. One Hundred Thousand (100,000.00) Kenya shillings valid for not less than 150 days from the date of tender opening.

1.5 Duly filled Self Declaration Form (all parties of a joint venture must submit).

1.6 Tenderer’s must have capacity to have cash flow amount of at least Kenya Shillings Three million (Kshs. 2,000,000) equivalent; by access to lines of credit, other financial resources such as letter from the bank indicating the same or a bank overdraft agreement. In case of joint venture all parties combined must meet requirement.

1.7 Duly filled Manufacturer Authorization Form from Tripp Lite.

1.8 Copies of valid business permits from the County of operation.

1.9 The bidder shall provide copy of current CR-12. Where one or more of the shareholders is a company (beneficial ownership), the CR-12 of such a company shall be provided (all parties of a joint venture must submit).

Bidders who do not meet ANY of the above criteria shall be disqualified and will NOT be evaluated further.

2 Technical Evaluation Criteria

The technical evaluation will be done as follows, with a maximum score of 100.

<table>
<thead>
<tr>
<th>Evaluation item</th>
<th>Specification</th>
<th>Weighting score</th>
<th>MAX SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s Qualifications</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Client References
- At least two (2) clients references where similar services (UPS and/or Battery installation) have been successfully implemented within the last five (5) years.

Bidders are required to attach either LPOs, contracts, Completion certificates as proof.

The average value of the two (2) completed shall be at least Kshs 2,000,000.00.

<table>
<thead>
<tr>
<th>2</th>
<th>Key Personnel</th>
<th>Project Manager (1No)</th>
<th>Bachelor Degree in electrical/electronic engineering or related field from a recognized University. Bidders to attach a copy of degree certificate as proof.</th>
<th>10 Marks</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Project engineers (At least 1 No)</td>
<td>Minimum Bachelor’s degree in electrical/electronic engineering or related field from a recognized University. <strong>OR</strong> Diploma in electrical/electronic engineering or related field from a recognized institution. <strong>Bidders to attach a copy of degree / diploma certificate as proof.</strong></td>
<td>If qualified, 10 marks Not qualified <strong>NIL</strong></td>
<td>Experience of 2 years or more, 10 marks, Less than 2 years, 5 marks</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Minimum of two (2) years working experience in the electrical/power engineering / data center industry for Degree holders <strong>OR</strong> Minimum of five (5) years working experience in the electrical/power</td>
<td>Experience of 5 years or more, 10</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
Bidders are required to attach copies of certificates for the firm and proposed personnel as evidence of qualifications.

For proof of similar works, bidders are required to provide proof in terms of Contracts, LPO’S or Completion Certificates including name (s) and address of contact person(s).
Bidders who meet 70 percent of the technical evaluation score will proceed to the financial evaluation. Below 70% shall be disqualified and not evaluated further.

FINANCIAL EVALUATION

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

NOTE:

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

The Authority will not accept and/or respond to request for clarification from bidders received later than two (2) days before the tender closing/opening.
## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

<table>
<thead>
<tr>
<th>Cause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Definitions</td>
<td>25</td>
</tr>
<tr>
<td>3.2 Application</td>
<td>25</td>
</tr>
<tr>
<td>3.3 Country of Origin</td>
<td>25</td>
</tr>
<tr>
<td>3.4 Standards</td>
<td>25</td>
</tr>
<tr>
<td>3.5 Use of Contract Documents and Information</td>
<td>25</td>
</tr>
<tr>
<td>3.6 Patent Rights</td>
<td>26</td>
</tr>
<tr>
<td>3.7 Performance Security</td>
<td>26</td>
</tr>
<tr>
<td>3.8 Inspection and Tests</td>
<td>26</td>
</tr>
<tr>
<td>3.9 Packing</td>
<td>27</td>
</tr>
<tr>
<td>3.10 Delivery and Documents</td>
<td>27</td>
</tr>
<tr>
<td>3.11 Insurance</td>
<td>27</td>
</tr>
<tr>
<td>3.12 Payment</td>
<td>27</td>
</tr>
<tr>
<td>3.13 Prices</td>
<td>27</td>
</tr>
<tr>
<td>3.14 Assignment</td>
<td>28</td>
</tr>
<tr>
<td>3.15 Subcontracts</td>
<td>28</td>
</tr>
<tr>
<td>3.16 Termination for default</td>
<td>28</td>
</tr>
<tr>
<td>3.17 Liquidated Damages</td>
<td>28</td>
</tr>
<tr>
<td>3.18 Resolution of Disputes</td>
<td>28</td>
</tr>
<tr>
<td>3.19 Language and Law</td>
<td>29</td>
</tr>
<tr>
<td>3.20 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 thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2  The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
3.8.4 The Procuring entity’s right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

   (a) if the tenderer fails to deliver any or all of the goods within the 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.

4.2. Special conditions of contract as relates to the GCC

4.3 Other special conditions of contract as relates to key technical personnel, roles and responsibilities of supplier and KAA, confidential information, implementation plan, project governance, implementation methodology, implementation schedule and change management.

<table>
<thead>
<tr>
<th>4.2 REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.1 (d)</td>
<td>The Procuring Entity is:</td>
</tr>
<tr>
<td></td>
<td><em>Kenya Airports Authority,</em></td>
</tr>
<tr>
<td></td>
<td>P. O. Box 19001-00501,</td>
</tr>
<tr>
<td></td>
<td>Nairobi-Kenya</td>
</tr>
<tr>
<td></td>
<td>Tel: +254-020-6611000/6612000</td>
</tr>
<tr>
<td></td>
<td>Fax: +254-020-822078</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></td>
</tr>
<tr>
<td>3.1.1 (f)</td>
<td><em>Intended Completion Date</em> means is the date on which it is intended that the Supplier shall complete the works. 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 the Procuring Entity by issuing an extension of time or an acceleration order.</td>
</tr>
<tr>
<td>3.1.1 (g)</td>
<td><em>Supplier</em> means a person or corporate body whose tender to carry out the works has been accepted by the Procuring Entity.</td>
</tr>
<tr>
<td>3.7.1</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>a. Cash or banker’s cheque, or</td>
</tr>
<tr>
<td></td>
<td>b. A bank guarantee, or</td>
</tr>
<tr>
<td></td>
<td>c. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</td>
</tr>
<tr>
<td></td>
<td>d. Letter of credit.</td>
</tr>
<tr>
<td></td>
<td>The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</td>
</tr>
<tr>
<td>3.10</td>
<td>The Intended Completion Date for the whole work shall be: The works should be completed within a period of</td>
</tr>
<tr>
<td>4.2 REFERENCE OF GCC</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td><strong>3.10.1</strong></td>
<td>The supplier shall commence work on the work within <strong>fourteen (14) days</strong> from the contract signing date.</td>
</tr>
<tr>
<td><strong>3.11</strong></td>
<td>The insurance coverage shall be as follows: -</td>
</tr>
</tbody>
</table>

The Equipment shall be fully insured by the Supplier against loss or damage incidental to the manufacture thereof, or acquisition, 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 SITES mentioned in the scope of works. |
| **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, Installed, 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 supply, delivery, installation and testing of the UPS batteries. |

**Note:** Retention money shall be five (5%) percent of each payment certificate and it shall be released after the end of six (6) months defects liability period and shall be deducted **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 for 30 days when no stoppage of work 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 Procuring Entity gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; |
### 4.2 REFERENCE OF GCC SPECIAL CONDITIONS OF CONTRACT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>g)</td>
<td>the Supplier does not maintain a Security, which is required;</td>
</tr>
<tr>
<td>h)</td>
<td>the Supplier has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the general conditions of contract;</td>
</tr>
</tbody>
</table>

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 soon as reasonably possible.

### 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.
4.2 **REFERENCE OF GCC**

<table>
<thead>
<tr>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>The cost of conciliation shall be met equally by both parties.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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:


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 UNCITRAL 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:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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.
### Key Technical Personnel

The key technical personnel are expected to be available on site during the project duration. The proposed personnel as listed shall not be changed without notification and approval from the Procuring Entity.

The supplier agrees to maintain all statutory records as required under various labour laws in respect of employees and payments. Any expenses incurred for the contributions, making contributions or maintain records shall be to the vendor account.

Except as KAA may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the supplier, it becomes necessary to replace any of the Key Personnel, the supplier shall provide as a replacement a person of equivalent or better qualifications, subject to approval by KAA.

If KAA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the KAA has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the supplier shall, at the KAA’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the KAA.

The supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

The supplier shall not employ for the purpose of the work, any person below the age of 18 years. KAA shall have the right to decide whether any person employed by the vendor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the vendor.

### Roles and Responsibilities

#### Supplier's Responsibilities:

The supplier has the overall responsibility of service, delivery, implementation, and training of information security solution as specified in the scope of works.

The supplier shall make its own arrangements for movement of personnel and equipment, within and outside the sites/units/Offices at the various locations covered by the contract.

The supplier’s Representative and staff are obliged to work closely with the KAA’s Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's
Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

If the supplier or their employee damage, break, deface the property of KAA or other during the execution of the contract, the same shall be made good by the supplier at his own expense and in default thereof, the Authority's project manager may cause the same to be made good by other agencies and recover expenses from the vendor.

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.

KAA shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of maintenance contract or thereafter.

**KAA Responsibilities:**

KAA shall notify the supplier in writing the name of the Project Manager within fourteen (14) days of signing of the contract. The Project Manager shall have the authority to represent KAA on all day-to-day matters relating to the project or arising from the project. All notices, instructions, order, certificates, approvals, and all other communications under the contract shall be given by the projects manager, except as otherwise provided for in this contract.

KAA shall be responsible for the provision of necessary access, and licenses for the successful completion of the project except where provision of such items is explicitly identified in the contract as being the responsibility of the vendor.

KAA to provide a suitable room for the contractors personnel, equipment, tools during the execution of the works.

**Confidential Information**

In the performance of its work, the supplier and its employee may have access to confidential information owned or controlled by KAA. the supplier shall keep all such inform confidential and shall not copy, publish or disclose to other or permit its employee or anyone else to copy, publish or disclose to others any such information. The supplier shall use such information only for the purpose of performing its obligations.

**Implementation Plan**

In close cooperation with KAA and based on the draft program of works included in the tenderer’s bid, the supplier shall develop and submit, within 14 days on contract signing, a program of works hereinafter referred as “Project Plan” encompassing the activities specified in the contract.

The supplier shall formally present to KAA the project plan in accordance with the technical requirements. The vendor has to
specify the strategy and methodology with time frame and the synchronization of various sites of the project to ensure completion of the project in time. The project plan shall also include a Gantt and Pert chart describing the activities, resources required on the time for completion.

The work shall be executed strictly as per the time schedule, indicated in the Project Plan. Monthly/weekly work programme will be drawn up by the vendor before commencement of works and submitted to the project manager for approval. The programme & progress will be reviewed from time to time and if required, the programme may be re-scheduled by the projects manager. The vendor shall also be responsible to provide materials within his scope in time to achieve the programme. In all matters concerning the extent of the programme set out weekly and monthly, the decision of the project manager will be final and binding on the vendor. Both parties shall agree to plan review of the progress of the works executed under the scope of the contract, in particular interval with a view to:-

i. Review the progress
ii. Resolve pending issues
iii. Plan for resources required for the ongoing and future works
iv. Evaluate all escalated issues and address mechanism to remedy them

During the term of this contract KAA reserves the right to formally audit and evaluate the performance of the vendor upon reasonable notice and at reasonable time.

<table>
<thead>
<tr>
<th><strong>Implementation Methodology</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderers must include in their submission an overview of their proposed solution and key aspects. This must include a description of the method by which they propose to deliver and implement the required solution. The implementation methodology included in the tenderer’s bid will be followed during the contract implementation</td>
</tr>
</tbody>
</table>
SECTION V: TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

5.1 GENERAL ........................................................................................................................................ 38
5.2 PARTICULARS ................................................................................................................................... 39
5.2.1 BACKGROUND INFORMATION ................................................................................................. 39
  5.2.1.1 Kenya Airports Authority Establishment ............................................................................ 39
  5.2.1.2 KAA Mission and Vision ........................................................................................................ 39
  5.2.1.3 Contract Period ...................................................................................................................... 40
  5.2.1.4 Current Infrastructure ............................................................................................................. 40
5.3 Scope .............................................................................................................................................. 40
5.4 SITES .............................................................................................................................................. 40
5.5 SERVICE LEVEL AGREEMENT (SLA) .......................................................................................... 40
5.6 SCHEDULE OF COMPLIANCE ....................................................................................................... 40
  5.6.1.1 IMPLEMENTATION METHODOLOGY .................................................................................. 44
  5.6.1.1.1 PROJECT / IMPLEMENTATION SCHEDULE ................................................................. 44
  5.6.1.2 PRODUCT SUPPORT ............................................................................................................. 44
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. Kenya Airports Authority 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.

5.1.5 Site
Refer to Terms of Reference
5.2 PARTICULARS

5.2.1 BACKGROUND INFORMATION

5.2.1.1 Kenya Airports Authority Establishment

Established in 1991 under KAA Act, Cap 395 of the Laws of Kenya with the mandate to:

a) Administer, control and manage aerodromes in the country,
b) Provide and maintain facilities necessary for efficient operations of aircraft,
c) Provide rescue and fire fighting equipment and services,
d) Construct, operate and maintain aerodromes and other related activities,
e) Construct or maintain aerodromes on an agency basis on the request of any Government Department,
f) Provide such other amenities or facilities for passengers and other persons using the services or facilities provided by the Authority and
g) Approve the establishment of private airstrips and control of operations thereof.

Kenya Airports Authority manages the following airports and airstrips around the country:

- Jomo Kenyatta International Airport
- Moi International Airport
- Eldoret International Airport
- Wilson Airport
- Kisumu Airport
- Malindi Airport
- Lokichoggio Airport
- Wajir Airport
- Manda Airstrip
- Ukunda Airstrip
- Eldoret Airstrip
- Garissa Airstrip
- Kakamega Airstrip
- Kitale Airstrip
- Lodwar Airstrip

5.2.1.2 KAA Mission and Vision

The mission is: “To facilitate seamless connectivity through provision of efficient and effective airports facilities and services in an environmentally sustainable manner to exceed stakeholder expectations”.

The vision is: “To be the Airport System Hub of Choice”.
5.2.1.3 Contract Period

The bidder will offer warranty for the batteries for a period not less than 5 years.

5.2.1.4 Current Infrastructure

There exists 4 battery banks in the Primary Data Center, each with a capacity of 40 batteries.

5.3 Scope

The proposed solution shall comprise the following components:

Part 1: Supply of 160 no. UPS batteries

Part 2: Controlled uninstallation of existing batteries and Installation of the new ones in 4 no. banks each with 40 no. batteries

Part 3: Testing of the installed batteries and signoff.

5.4 SITES

The batteries will be installed at the KAA Primary Data Center which is located within the KAA head office campus.

5.5 SERVICE LEVEL AGREEMENT (SLA)

NA

5.6 SCHEDULE OF COMPLIANCE

Bidders shall provide a schedule of compliance listing every sub clause of the following technical requirements, with the words “complied” or “not complied” in line with the capabilities of the quoted solution.

The word complied shall be used where the requirement is an integral part of the proposed solution.

The use of the word “Noted” is inadequate and will be equated to “not complied”. Where a clause is stated to be “not complied”, but the Bidder feels that the capabilities of the system offered provide for an alternative but equally effective functionality, the Bidder can mention it. These clauses will be qualified by “not complied with, but alternative is offered”.

The “alternative” offer will be limited to three options where the tenderer shall provide details on whether:

Third party interface(s) will be required to comply with the requirement,
Customization will be required to comply with the requirement, The requirement is part of another requirement (indicate the other requirement)

The cost of third party interfaces and/or customization shall be included in the tender price schedule.

The Bidder shall provide enough documentation to back up their compliance claims. Reference to these documents should be direct and specific.

Tenderers must specify in detail their proposals to meet the specification of functional and technical requirements and cross reference their response to them. Attention should be paid to demonstrating how the requirements will be met.

Software modules must be itemized, together with the extent of any proposed customization., configuration, and training timescales. If report generation facilities are not an integral part of the constituent modules, this must be clearly stated.

Tenderers must indicate any critical relationship between modules supplied, especially where one module will not function without the presence of another.
SECTION VI: SCHEDULE OF REQUIREMENTS

MINIMUM SPECIFICATION AND SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Solution/Product Details</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS Batteries</td>
<td>160</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UPS Batteries</th>
<th>Complied/Not complied</th>
<th>Bidder's remarks if Not Complied/ Document reference supporting compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Voltage</td>
<td>12V</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>100Ah@20HRS</td>
<td></td>
</tr>
<tr>
<td>Dimensions</td>
<td>LxWxH (330mm x 173mm x 221mm)</td>
<td></td>
</tr>
<tr>
<td>Battery Construction</td>
<td>Non-Spillable Sealed Construction</td>
<td></td>
</tr>
<tr>
<td>Battery Material</td>
<td>ABS (Acrylonitrile Butadiene Styrene) container and cover</td>
<td></td>
</tr>
<tr>
<td>Self Discharge</td>
<td>Not less than 1 Month</td>
<td></td>
</tr>
<tr>
<td>Operation</td>
<td>Maintenance-Free</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------------------</td>
<td></td>
</tr>
</tbody>
</table>
| **Compliance to International Standards** | Compliance to ALL of the following international standards:  
- IEC 60896 PART 1 & 2  
- BS6290-4  
- Eurobat Guide - HIGH Performance |

**Note:** Proper documentation (logical design, initial configurations, user/administrators manuals, installation media kit or CDs etc) shall be submitted before project sign-off and handover.
5.6.1.1 IMPLEMENTATION METHODOLOGY

5.6.1.1.1 PROJECT / IMPLEMENTATION SCHEDULE

Details of the anticipated project timetable must be provided in the technical proposal. These are ideal timescales and tenderers are invited to include their optimum indicative timetable, which should also include any necessary customization. Tenderers must also submit a project plan outlining the approach and how these timescales may be achieved.

Good project management is crucial to the success of any project. The KAA puts considerable emphasis on the project management experience of individuals involved. The following information must be included in the submission:

- Details of the proposed organizational structure for this project
- Profiles of the nominated Project Manager likely to be involved in the implementation and delivery of the system.
- Tenderers must submit a Delivery and Implementation Plan.

5.6.1.2 PRODUCT SUPPORT

1. Vendor Support
   Direct vendor support, access to knowledgebase, FAQ, chat, forums and community facilities, if applicable.

2. Local Support
   - On call support during the defect liability period.
SECTION VII: PRICE SCHEDULE

PREAMBLE TO THE PRICE SCHEDULE

a) The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.

b) The brief description of the items in the Price Schedule is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Technical Specifications for the full direction and description of work and materials.

c) The Quantities set forth in the Price Schedule 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 Supplier 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 Price Schedule. The basis of payment shall be the Supplier’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 Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.

e) A price or rate shall be entered in ink or printed against every item in the Price Schedule 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 in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.

g) The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier’s supervision, compliance, testing, materials, 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 procuring entity and his staff.

h) Errors will be corrected by the procuring entity for any arithmetic errors in computation or summation as indicated in the Instructions to Tenderers Clause 2.22.2
**BILL 1: ONE TIME COSTS**

**SUPPLY, INSTALLATION AND TESTING OF UPS BATTERIES**

<table>
<thead>
<tr>
<th>No</th>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, installation and testing of UPS batteries</td>
<td>160</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COST**

**ADD VAT (Where Applicable)**

**TOTAL COST INCLUSIVE OF ALL TAXES**

Total Tender Price in words (To be transferred to form of tender):

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

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

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

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

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

................................. Kenya Shillings

Signature of tenderer

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

**Note:**
In case of discrepancy between unit price and total, the unit price shall prevail. The Total Tender Price amount under summary of price schedule should be carried forward to the form of tender.
SECTION VIII: 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** - When required by the tender documents the tender 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 Tenderer and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.

8. **Litigation History Form** - This form must be completed by the tenderer and submitted with the tender documents.

9. **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.

10. **Letter of Notification Form** - This form shall not be completed by the tenderer at the time of submitting the tender. The Letter of Notification Form shall be issued to the recommended tenderer before contract award.

11. **Qualification Information Form** - This form must be completed by the tenderer and submitted with the tender documents.
# Table of Contents

8.1 Form of Tender .................................................................................................................................. 49
8.2 Confidential Business Questionnaire Form ...................................................................................... 50
8.3 Tender Security Form ......................................................................................................................... 52
8.4 Contract Form .................................................................................................................................... 53
8.5 Performance Security Form .............................................................................................................. 54
8.6 Bank Guarantee For Advance Payment Form .................................................................................. 55
8.7 Declaration Form ............................................................................................................................... 56
8.8 Litigation History Form ..................................................................................................................... 57
8.9 Manufacturer’s Authorization Form .................................................................................................. 58
8.10 Letter of Notification of Award ........................................................................................................ 59
8.11 Qualification Information Form ....................................................................................................... 62
8.1 FORM OF TENDER

Date:

________________________________________
Tender No.

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. …………………….[Insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission …………………………………………………………………………………………………
…………….……………………
[Insert tender description] in conformity with the said tender documents for the sum of …………………………………………………………………………………………………
[total tender price 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 ten (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.

4. We agree to abide by this Tender for a period of One Hundred and Twenty (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

<table>
<thead>
<tr>
<th>Part 1 – General:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name ...........................................</td>
</tr>
<tr>
<td>Location of business premises ..........................</td>
</tr>
<tr>
<td>Plot No .................................................. Street/Road</td>
</tr>
<tr>
<td>Postal Address .......................................... Tel No. Fax</td>
</tr>
<tr>
<td>Email ........................................................</td>
</tr>
<tr>
<td>Nature of Business .......................................</td>
</tr>
<tr>
<td>Registration Certificate No. ...........................</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Name of your bankers ................................. Branch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full .................................. Age</td>
</tr>
<tr>
<td>Nationality ........................................ Country of origin</td>
</tr>
<tr>
<td>Citizenship ........................................ Citizenship Details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private ........................................... or Public</td>
</tr>
</tbody>
</table>

-------------------------------
State the nominal and issued capital of company-

<table>
<thead>
<tr>
<th>Nominal</th>
<th>Kshs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issued</th>
<th>Kshs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** 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]
(herinafter called “the Procuring entity) of the one part and .................................. [name of
tenderer] of ............ [city and country of tenderer] (herinafter 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] (herinafter 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 fol- 

lowing 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]

8.6 WHEREAS ………………………………………… [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated …../…./20…..

SUPPLY AND INSTALLATION OF DATA CENTRE UPS BATTERIES

(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]
8.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

Kenya Airports Authority
P.O. Box 19001
Nairobi – 00501 Kenya

SUPPLY AND INSTALLATION OF DATA CENTRE UPS BATTERIES

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

________________________________________________________________________

(name of bank or financial institution)

________________________________________________________________________

[address]

________________________________________________________________________

[date]
8.8 DECLARATION FORM

Date ____________________

To ____________________
____________________
____________________

The tenderer i.e. (name and address) declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____________________________  ______________________
Title  Signature  Date

(To be signed by authorized representative and officially stamped)
8.9 LITIGATION HISTORY FORM

<table>
<thead>
<tr>
<th>Name of Firm or Partner of a joint venture</th>
</tr>
</thead>
</table>

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

<table>
<thead>
<tr>
<th>Date (month and year)</th>
<th>Award FOR or AGAINST Firm</th>
<th>Name of client, cause of litigation and matter in dispute</th>
<th>Disputed amount (current value, Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date ...........................................................................................................

Seal/Signature of Candidate .................................................................
8.10 MANUFACTURER’S AUTHORIZATION FORM

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

WHEREAS …………………………………………………………………………... [Name of the manufacturer] who are established and reputable manufacturers of ………………………………………………………………………………………………………………………………………………………………………...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.
8.11 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ______________________
_____________________

RE: Tender No. ......................

Tender Name: SUPPLY AND INSTALLATION OF DATA CENTRE UPS BATTERIES
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:

**TENDER NAME:** Supply, Installation of Data Centre UPs Batteries

**TENDER NO:** KAA/OT/HQ/1504/2018/2019

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 Tenderer or Representative**

Signed: ____________________________________________

Date: ______________________________________________

**On behalf of Kenya Airports Authority**

Signed: ____________________________________________

Date: ______________________________________________
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 __________

Company Seal / Business Stamp

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
8.12 QUALIFICATION INFORMATION FORM

Individual Tenderers or Individual Members of Joint Ventures

1. Constitution or legal status of tenderer .................................................................
   *(attach copy or Incorporation Certificate)*

2. Place of registration: ....................................................................................................

4. Principal place of business: ..........................................................................................

5. Power of attorney of signatory of tender: .................................................................
   *(attach duly signed copy of power of attorney)*

6. Confidential business questionnaire: ..........................................................................  
   *(attach duly signed confidential business questionnaire, Form 8.2)*

7. Litigation history: ........................................................................................................
   *(attach duly signed history litigation form, Form 8.9)*

8. Debarment by Public Procurement Oversight Authority: ....................................
   *(attach duly signed declaration form, Form 8.8)*

9. Total annual volume of service and maintenance work performed in the last five years:
   *(attach audited accounts for the years 2010, 2009 and 2008)*

<table>
<thead>
<tr>
<th>Table 1: Tenderer's Annual Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td><strong>Currency</strong></td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>2013</td>
</tr>
<tr>
<td>2014</td>
</tr>
<tr>
<td>2015</td>
</tr>
<tr>
<td>2016</td>
</tr>
<tr>
<td>Total Volume</td>
</tr>
<tr>
<td>Average annual Volume</td>
</tr>
</tbody>
</table>

Work performed in **SUPPLY AND INSTALLATION OF DATA CENTRE UPS BATTERIES**

over the last five years. Also list details of work under way or committed, including completion date.

**Table 2: Tenderer's Experience**
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of Client and contact Person</th>
<th>Description of work</th>
<th>Value of work</th>
<th>Contract Duration</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Qualifications and experience of key personnel proposed for administration and execution of the Contract: .......................................................................................................................................................... 
(Attach CV's of key personnel)

Table 3: Key Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Key Personnel</th>
<th>Years of experience</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. ..................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. ..................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. ..................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. ..................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

13. Manufacturer’s authorization: ....................................................................................

(attach manufacturer’s authorization letter, Form 8.10)

14. Statement(s) of compliance with the requirements of all clauses of the Instructions to Tenderers....................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

Note: The information listed in 1, 2, 3, 6, 7, 8 and 9 above shall be provided for each partner of the joint venture
# APPENDIX I – ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Stands For</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMCE</td>
<td>Veeam Certified Engineer</td>
</tr>
<tr>
<td>VDCVP</td>
<td>VMware Datacenter Virtualization Professional</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>VDCVA</td>
<td>VMware Datacenter Virtualization Associate</td>
</tr>
<tr>
<td>EIA</td>
<td>Eldoret International Airport</td>
</tr>
<tr>
<td>ERP</td>
<td>Enterprise Resource Planning</td>
</tr>
<tr>
<td>ESD</td>
<td>Electronic Signature Device</td>
</tr>
<tr>
<td>ETR</td>
<td>Electronic Tax Register</td>
</tr>
<tr>
<td>FIDS</td>
<td>Flight Information Display System</td>
</tr>
<tr>
<td>HP</td>
<td>Hewlett Packard</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>ISA</td>
<td>Internet Security Acceleration</td>
</tr>
<tr>
<td>JKIA</td>
<td>Jomo Kenyatta International Airport</td>
</tr>
<tr>
<td>KAA HQS</td>
<td>Kenya Airports Authority Headquarters</td>
</tr>
<tr>
<td>KAA</td>
<td>Kenya Airports Authority</td>
</tr>
<tr>
<td>KSM</td>
<td>Kisumu Airport</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>LCD</td>
<td>Liquid Crystal Display</td>
</tr>
<tr>
<td>LOKI</td>
<td>Lokichoggio</td>
</tr>
<tr>
<td>LPO</td>
<td>Local Purchase Order</td>
</tr>
<tr>
<td>MCP</td>
<td>Microsoft Certified Professional</td>
</tr>
<tr>
<td>MCSE</td>
<td>Microsoft Certified Systems Engineer</td>
</tr>
<tr>
<td>MIA</td>
<td>Moi International Airport</td>
</tr>
<tr>
<td>MLD</td>
<td>Malindi Airport</td>
</tr>
<tr>
<td>PC</td>
<td>Personal Computer</td>
</tr>
<tr>
<td>QTY</td>
<td>Quantity</td>
</tr>
<tr>
<td>SCCM</td>
<td>System Control Configuration Manager</td>
</tr>
<tr>
<td>SCOM</td>
<td>System Centre Operations Manager</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>WAP</td>
<td>Wilson Airport</td>
</tr>
<tr>
<td>WAP</td>
<td>Wilson Airport</td>
</tr>
</tbody>
</table>