



TENDER DOCUMENT

SUPPLY AND INSTALLATION OF HIGH MAST LED FLOODLIGHTS AT ELDORET INTERNATIONAL AIRPORT

TENDER NO. KAA/OT/EIA/I509/2018-2019

MAY 2019

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

GENERAL MANAGER (P&ES)
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 - 00501
NAIROBI

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION I: INVITATION FOR TENDERS.....	3
SECTION II: INSTRUCTIONS TO TENDERERS.....	5
SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS	23
SECTION IV: CONDITIONS OF CONTRACT (INCLUDING ERECTION ON SITE)	31
SECTION V: TECHNICAL SPECIFICATIONS.....	39
SECTION VII: BILLS OF QUANTITIES	47
SECTION VIII: STANDARD FORMS	53

SECTION I:

INVITATION FOR TENDERS

Tender No.: KAA/OT/EIA/I509/2018-2019

Tender Name: Supply and Installation of Apron High Mast LED Floodlights at Eldoret International Airport

- I.1 Kenya Airport Authority invites sealed bids for Supply and Installation of Apron High Mast LED Floodlights at Eldoret International Airport.
- I.2 Interested and eligible applicants may obtain further information and collect a complete set of application documents & soft copy in English between 8.00a.m and 5.00p.m from the procurement office based on 2nd floor, Kenya Airports Authority Headquarters.
- I.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.
- I.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.
- I.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 29th 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.

- I.6 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters.
- I.7 A Site Visit & pre-bid meeting will be held at Eldoret International Airport on **15th April, 2019 at 10.00 am**, Bidders to make travel and accommodation arrangements at their own cost.

1.8 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period.

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

**GM (PROCUREMENT AND LOGISTICS)
For: MANAGING DIRECTOR**

SECTION II:INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

<u>CLAUSE NUMBERS</u>	<u>PAGE</u>
GENERAL	
1. DEFINITIONS	7
2. ELIGIBILITY AND QUALIFICATION REQUIREMENTS	7
3. COST OF TENDERING	9
4. SITE VISIT	9
TENDER DOCUMENTS	
5. TENDER DOCUMENTS	9
6. INQUIRIES BY TENDERERS	10
7. AMENDMENT OF TENDER DOCUMENTS	10
PREPARATION OF TENDERS	
8. LANGUAGE OF TENDER.....	11
9. DOCUMENTS COMPRISING THE TENDER.....	11
10. TENDER PRICES	11
11. CURRENCIES OF TENDER AND PAYMENT	12
12. TENDER VALIDITY	13
13. TENDER SECURITY	13
14. NO ALTERNATIVE OFFERS	14
15. PRE-TENDER MEETING.....	14
16. FORMAT AND SIGNING OF TENDERS.....	15
SUBMISSION OF TENDERS	
17. SEALING AND MARKING OF TENDERS	15
18. DEADLINE FOR SUBMISSION OF TENDERS	15
19. MODIFICATION AND WITHDRAWAL OF TENDERS	16
TENDER OPENING AND EVALUATION	

20. TENDER OPENING	16
21. PROCESS TO BE CONFIDENTIAL	17
22. CLARIFICATION TENDERS	17
23. DETERMINATION OF RESPONSIVENESS	17
24. CORRECTION OF ERRORS	18
25. CONVERSION TO SINGLE CURRENCY	18
26. EVALUATION AND COMPARISON OF TENDERS	19
27. PREFERENCE IN EVALUATION	20

AWARD OF CONTRACT

28. AWARD CRITERIA	20
29. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT	20
30. PERFORMANCE GUARANTEE	21
31. ADVANCE PAYMENT	21
32. CORRUPT AND FRAUDULENT PRACTICES.....	21

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

GENERAL

I. Definitions

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

2. Eligibility and Qualification Requirements

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

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

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

2.4 Joint Ventures

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

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

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

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

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

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

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

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

TENDER DOCUMENTS

5. Tender Documents

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

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

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6. Inquiries by tenderers

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

6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

7. Amendment of Tender Documents

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

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

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

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

10. Tender Prices

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

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

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

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

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

II. Currencies of Tender and Payment

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

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

12. Tender Validity

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

13. Tender Security

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

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

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

- 13.6 The Tender Surety may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity:
or
 - (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
 - (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

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

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

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

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

15. Pre-Tender Meeting

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

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

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in — Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of

a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

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

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person of persons signing the tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

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

18. Deadline for Submission of Tenders

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

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

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

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19. Modification and Withdrawal of Tenders

18.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

18.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

18.3 No tender may be modified subsequent to the deadline for submission of tenders.

18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

18.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20. Tender Opening

20.1 The Employer will open the tenders in the presence of the tenderers’ representatives who choose to attend at the time and location indicated in the

Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21. Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22. Clarification Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23. Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24. Correction of Errors

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

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25. Conversion to Single Currency

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

26. Evaluation and Comparison of Tenders

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

- 26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

27. Preference in Evaluation

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

AWARD OF CONTRACT

28. Award criteria

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

29. Notification of Award and signing of contract

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

30. Performance Guarantee

30.1 Within twenty-eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

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

31. Advance Payment

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

32. Corrupt and fraudulent practices.

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

SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

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

CLAUSE	
1 (d)	Employer means; Kenya Airports Authority , a State Corporation established under the Laws of Kenya.
2.1	All qualified tenderers are eligible. Tenderers shall submit photostat copies of original documents as a proof that they meet all the requirements of the evaluation criteria below : In case of Joint Venture, parties must submit required documents.
2.3	No pre-qualification has been carried out for the contract. Tenderers and all parties forming Joint Ventures if applicable shall provide evidence of their eligibility as required under Sub clause 2.1, sub clauses 2.3 a, b, c, d, and e and sub clause 2.5.
2.3 (a)	Demonstration of past experience and performance: Tenderer to meet the requirements indicated in the evaluation criteria below.
2.3 (b)	Qualifications and experience of key personnel: Tenderer to meet the requirements indicated in the evaluation criteria below.
2.3 (c)	Not applicable
2.3 (d)	Details of subcontractors to whom it may be proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract In the case of foreign tenderers (tenderer not doing business within Kenya), the tenderer shall be represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance and repair obligations prescribed in the Conditions of Contract and/or Technical Specifications. Details, qualifications and experience of the agent shall be submitted in the tender.

CLAUSE	
2.3 (e)	<p>Tenderer shall submit a detailed draft Program of Works in the form of a bar chart or another suitable form and Schedule of Payment which shall form part of the Contract if the tender is accepted.</p> <p>Sub clause is applicable.</p>
2.3 (f)	<p>Tenderer shall submit details of any current litigation or arbitration proceedings current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount in the form provided.</p> <p>In case of Joint Ventures, each party in the joint venture MUST submit information regarding any litigation or arbitration proceedings.</p> <p>Where there are no such proceedings, tender and each party Joint Ventures MUST declare.</p>
2.5 (a)	<p>Tenderer's financial capability: Tenderer to meet the requirements indicated in the evaluation criteria below.</p>
3.2	<p>Tender documents shall be obtained at a cost of Kshs1,000.00, however tenderers may obtain the documents free of charge by downloading the documents from the KAA website (http://www.kaa.go.ke/business/tenders) or Public Procurement Information Portal (ppip.go.ke) but must thereafter forward their company's details to tenders@kaa.go.ke so that any addendum/clarifications can be sent to their email address.</p>
4.3, 15.1 and 15.2	<p>Pre-tender meeting and site visit and shall be conducted on the date indicated in the Invitation for Tenders . The Pre-tender meeting and site visit is mandatory and a site visit certificate shall be issued, a copy of which must be submitted with the tender.</p>
6.1	<p>The name and address of the Employer for the purposes of making inquiries by tenderers is:-</p> <p>General Manager Procurement and Logistics, Kenya Airports Authority, P. O. Box 19001 – 00501, NAIROBI-KENYA. Email: tenders@kaa.go.ke</p>
10.5	<p>Prices shall be fixed.</p>

CLAUSE	
11.2, 11.3 and 11.4	Not Applicable
11.3	Replace words “ <u>thirty (30)</u> ” with words “ <u>twenty one (21)</u> ”
12.1	Replace words; “ <u>sixty (60)</u> ” with words “ <u>one hundred and twenty (120)</u> ”
13.1 and 13.2	<p>Tender Security shall be of a value of Kenya Shillings one hundred thousand (Kshs. 100,000.00) equivalent. The tender security shall be in the form of</p> <ul style="list-style-type: none"> a) Cash or b) Banker’s cheque or c) A bank guarantee or d) Such insurance guarantee from a company authorized by Public Procurement Regulatory Authority to transact in bid bonds (The Insurance Policy number must be provided) or e) Letter of credit.
17.2	<p>The name and address of the Employer for the purposes of submission of tenders is:-</p> <p>Kenya Airports Authority, 3rd floor, KAA Headquarters, Jomo Kenyatta International Airport, P.O. Box 19001 – 00501 NAIROBI-KENYA,</p>
17.2	<p>The name and identification of the contract is:</p> <p>SUPPLY AND INSTALLATION OF APRON HIGH MAST LED FLOODLIGHTS AT ELDORET INTERNATIONAL AIRPORT</p> <p>The Tender Number is:</p> <p>KAA/OT/EIA/1509/2018-2019</p>
18.1	<p>Paragraph 1;</p> <p>Replace words “subject to the provisions of clause 7.4, 18.2 and 18.3”</p>

CLAUSE	
	with “ subject to the provisions of clause 18.2, 18.3 and Appendix to Instructions to Tenderers ”
25	Not Applicable
29	<p>Performance Security</p> <p>Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;</p> <ul style="list-style-type: none"> a) Cash or b) Banker’s cheque or c) A bank guarantee or d) Such insurance guarantee from a company authorized by Public Procurement Regulatory Authority or e) Letter of credit.

SECTION IV: EVALUATION CRITERIA

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

I. Preliminary Evaluation

Tenderers, including all parties of a Joint Venture, shall **submit copies of all** the following documents with the tender:

- i. **Tender security** of the amount of Kshs.100,000 Valid for 150 days from the tender opening date.
- ii. Copy of Registration/Incorporation certificate of the tenderer (*in case of a joint venture, all parties shall submit*).
- iii. Copy of NCA registration certificate for Electrical Installations (category seven (7) or higher)
- iv. Copy of Current Tax Compliance Certificate which shall be valid at the time of tender opening (*in case of a joint venture, all parties shall submit*).
- v. Duly completed **self-declaration form** (*in case of a joint venture, all parties shall submit*).
- vi. Duly completed **Form of Tender** in the format of the attached standard form valid for one hundred and twenty days.
- vii. Duly filled **Confidential Business Questionnaire**. Provide details of Company's Director's and attach copies of their national identification cards or passports)
- viii. Copy of current CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided
- ix. Manufacturers' authorization letters in the format provided or valid letters from appointed local dealer/agent.
- x. Duly completed and signed site visit certificate in the format provided.
- xi. Copy of valid business permit issued by county of operation.
- xii. Compliance with **Technical Specifications**. The tenderer shall submit technical product datasheets to demonstrate that the Goods they offer comply with or exceeds the specifications and all other requirements in the tender document.

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

2. Technical Evaluation

Technical requirements will be scored as indicated below: -

	Requirement Description	Maximum points attainable
1.	<p>Past experience and performance (Clause 2.3a of the Instruction to Tenderers)</p> <p>Tenderer shall submit copies of letter of award/notification and completion certificates or interim certificate of up to 70% to demonstrate experience in minimum of three (3) similar works in the role of contractor, subcontractor, or management contractor, from the last ten years, with an average value of at least Four million Kenya Shillings (Kshs.4,000,000.00). (For Joint Venture, both parties combined should meet requirement).</p> <p>NB: Documents submitted shall clearly indicate name of project, commencement and completion dates of the contracts, and names of contact persons.</p> <p>Three similar works – 42 points Two similar works – 28 points One similar works – 14 points None – 0 points</p>	42
2.	<p>Qualification and experience of key personnel (Clause 2.3b of the Instruction to Tenderers)</p> <p>Bidders shall submit CV's and copies of certificates of key personnel to be involved in the works. The minimum requirement is:-</p>	
	<p>a. Electrical Engineer, with at least five (5) years' experience in installations of similar works – holder of BSc in Electrical Engineering or related field.</p>	
	Qualifications-CV'S and copies of certificates	15
	Five years' Relevant Experience [prorate for less years]	8
	<p>b. Electrical Technician, with at least three (3) years' experience in installations of similar works – holder of Diploma in Electrical Engineering or related and ERC License.</p>	
	Qualifications-CV'S and copies of certificates	8
	ERC License	8
	Relevant Experience [prorate for less years]	9

	Requirement Description	Maximum points attainable
3.	Financial position and capability (Clause 2.5a and 2.5b of the Instruction to Tenderers)	
	<p>The tenderer shall have a minimum average annual turnover of at least Kenya Shillings five million (Kshs.5,000,000) as calculated from the submitted Audited financial statement which should incorporate the balance sheet (statements of financial position) profit and loss statements (statements of comprehensive income) and cash flow statement for any of the last three consecutive years (2018,2017, 2016, 2015) prepared in accordance with international financial reporting standards and incorporating audit opinions issued in accordance with ICPAK by- law no. 38”.</p> <p>The Audited accounts must indicate the name of Auditor and ICPAK Practicing Number on all the Audited Accounts (<i>in case of a joint venture, the lead partner (the company) who will sign the contract must submit</i>).</p> <p><i>Points will be prorated for each year submitted that meets the minimum requirements.</i></p> <p>Bidders must note that due diligence on the authenticity of the financial information/ Auditors professional standing may be carried out from Kenya Revenue Authority, Institute of Certified Public Accountants or the particular Auditor e.t.c</p>	10
	TOTAL POINTS	100

NOTE: Only bidders with a technical score of 70 points and above out of the maximum possible 100 points shall be considered technically responsive; hence qualify for evaluation of their financial bid.

3. **Financial Evaluation**

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by Clause 82 of The Public Procurement and Asset Disposal Act, 2015.

4. **Due Diligence**

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

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

PART I – GENERAL CONDITIONS

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

Note

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

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

PREAMBLE TO GENERAL CONDITIONS

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

SUB- CLAUSE	
1.1.1	<p><u>Commencement Date</u></p> <p>The date for commencement of the Works is: Date when letter of Notice to Commence is issued.</p>
1.1.12	<p><u>The Employer</u></p> <p>The Employer is: Kenya Airports Authority P.O. Box 19001-00501 Nairobi, Kenya</p>
1.1.15	<p><u>The Engineer</u></p> <p>The Engineer is: General Manager, Projects and Engineering Services GM {P & ES} Kenya Airports Authority</p>
1.1.35	<p><u>Time for Completion</u></p> <p>The Time for Completion is: Twenty Four (24) weeks from commencement Date</p>
1.6	<p><u>Costs, Overhead Charges and Profit</u></p> <p>The percentage to cover profit entitlement, where applicable, is: 10%</p>
5.1	<p><u>Ruling Language</u></p> <p>The version in English language (ruling language) shall prevail.</p>
5.2	<p><u>Day to Day Communications</u></p> <p>The language for day to day communications is: English</p>
12.1	<p><u>Programme to be Furnished</u></p> <p>The Programme must be submitted in the form of critical path network, bar chart or equivalent.</p>

SUB- CLAUSE	
14.3	<p><u>Electricity, Water, Gas and Other Services</u></p> <p>Supplies provided on the Site are:</p> <p>a) Electricity, b) Water.</p> <p>These supplies shall be provided at no cost and only for utilization for the works.</p>
14.4	<p><u>Employer's Equipment</u></p> <p>The following Employer's equipment is available for use by the Contractor under the Employer's operation: None</p>
18.3	<p><u>Working Hours</u></p> <p>The normal working hours are from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays.</p> <p>Upon prior arrangements with employer, contractor may be allowed to work outside the hours mentioned.</p>
27.1	<p><u>Delay in Completion</u></p> <p>Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:</p> <p>Amount for each day of delay: 0.1% Maximum: 10% of total Contract sum</p>
27.2	<p><u>Prolonged delay</u></p> <p>Maximum amount recoverable from the Contractor by the Employer: Amount equal to total contract sum.</p>

SUB- CLAUSE	
33.1	<p><u>Terms of Payment</u></p> <p>In addition to the provisions under Clause 33, the terms of payment shall be:</p> <ul style="list-style-type: none"> - Based on certificate for quantity supplied and/or work done as indicated in the bills of quantities. - The payments shall be made subject to deduction of retention monies at the rate indicated in the Appendix to Form of Tender.
35.1	Payment of Foreign Currency portion: Not applicable
36.4. (b)	<p><u>Payment against Provisional Sums</u></p> <p>The percentage to be applied to Provisional Sums shall be 10%.</p>
42.2	<p><u>Maximum Liability</u></p> <p>The maximum liability of the Contractor to the Employer shall be limited to the contract sum and shall cover all occurrences.</p>
43.1	<p><u>Insurance of Works</u></p> <p>The deductible limits in the insurance cover of the Works shall not exceed Kenya Shillings one million (Kshs.1,000,000.00) equivalent.</p>
43.3	<p><u>Third Party Liability</u></p> <ul style="list-style-type: none"> i) Amend clause by adding “including property of the employer other than the works” after the words “physical property” ii) The amount of insurance against third party liability taken out by the Contractor shall not be less than: <p style="margin-left: 40px;">Kenya Shillings three million (Kshs.3,000,000.00) equivalent with deductible limits of Kenya Shillings one hundred thousand (Kshs.100,000.00).</p>
46.3	<p><u>Payment on Termination for Employer’s Default</u></p> <p>The additional amount payable by the Employer on termination shall not exceed: 10% of contract value.</p>

SUB- CLAUSE	
47.1	<p><u>Labour, Materials and Transport</u></p> <p>The method of calculating adjustments for changes in costs shall be:</p> <ul style="list-style-type: none"> - Contract rates of prices for materials and transportation shall remain fixed throughout the contract duration. - Contract rates for Labour shall remain fixed unless the government of Kenya makes adjustments in labour prices. Any such change shall be considered at an equitable fraction.
49.2	<p><u>Notices to Employer and Engineer</u></p> <p>The address of the Employer for notices is:</p> <p style="text-align: center;">Managing Director/CEO Kenya Airports Authority, 3rd floor, Kenya Airports Authority Headquarters, P. O. Box 19001 – 00501 NAIROBI-KENYA,</p> <p>The address of the Engineer for notices is:</p> <p style="text-align: center;">General Manager (P & ES) Kenya Airports Authority, 2nd floor, Kenya Airports Authority Headquarters, P. O. Box 19001 – 00501 NAIROBI-KENYA,</p>
51.1	<p><u>Applicable Law</u></p> <p>The applicable law is the law of the republic of Kenya.</p>
51.2	<p><u>Procedural Law for Arbitration</u></p> <p>The procedural law for arbitration is:</p> <p style="text-align: center;"><u>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</u></p>
51.3	<p><u>Language and Place of Arbitration</u></p> <p>The language of arbitration is English. The place of arbitration is Nairobi, Kenya.</p>
53.3	<p><u>Rates of Exchange</u></p> <p>The rates of exchange for the purpose of the Contract are: Not applicable</p>

PART II – SPECIAL CONDITIONS

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

SUB- CLAUSE	
1.1.1	<p>Conditions Precedent to Commencement</p> <p>The following financial and administrative requirements are conditions precedent to commencement:</p> <ul style="list-style-type: none"> i. Signing of contract, ii. submission of performance security iii. Site handing over.
1.1.11	<p>Defects Liability Period</p> <p>The Defects Liability Period: one (1) calendar year, subject to Clause 30.4 of the Conditions of Contract.</p>
2.1	<p>Engineer’s Duties</p> <p>The Engineer requires the consent of the Employer before exercising the following duties:</p> <p>Matters that will lead to increase of value of the contract.</p>
6.6	<p>Operation and Maintenance Manuals</p> <p>Operation and Maintenance Manuals shall be in English language.</p>
10.1	<p>Performance Security</p> <p>The Contractor shall obtain a Performance Security at an amount equal to 10% equivalent of the contract sum as per the instructions to Tenderers.</p>
14.3	<p>Electricity, Water and Gas</p> <p>The following consumables may be provided by the Employer:</p> <ul style="list-style-type: none"> a) Electricity, b) Water.

SUB- CLAUSE	
	The consumables will be provided at the ruling consumer charges/rates at the relevant sites, plus administrative charges determined by the employer.
14.4	<p>Employer's Equipment</p> <p>The following items of Employer's Equipment will be provided free of charge by the Employer for the Contractor's use: None.</p>
14.7	<p>Authority for Access</p> <p>All persons seeking access to the site shall be in yellow or orange reflective jackets.</p> <p>The Employer shall provide personnel and vehicles security access passes to the restricted areas related to the project.</p> <p>The contractor will be required to pay for the car park charges within the airport.</p>
30.4	<p>Extension of Defects Liability Period</p> <p>In the event of suspension the Defects Liability Period shall not last more than 3 years after the date the Plant would have been delivered but for the suspension.</p>
31	<p>Price Variation</p> <p>Variation of works shall not exceed 15% of the original contract price.</p>
33.2	<p>Method of Application</p> <p>Application for payment shall be made as follows:</p> <p>As per Sub-clause 33.1 of Preamble to General Conditions.</p>
33.5	<p>Payment</p> <p>The period for payment shall be: Within 30 days after certification.</p> <p>The place for payment shall be: Kenya Airports Authority Headquarters.</p>
33.6	<p>Delayed Payment</p>

SUB- CLAUSE	
	The interest rate for delayed payment is simple interest at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
33.8	<p>Payment by measurement</p> <p>The provisions for measurement are:</p> <p>Where any part of works is to be paid for according to the quantity of plant supplied or work done the following provisions shall apply:</p> <ol style="list-style-type: none"> I. Such part of works shall be measured from time to time by the Engineer or by the Contractor. No such measurement shall be made by either of them without the other being afforded a reasonable opportunity of attending and agreeing the measurements. The contractor shall at the request of the Engineer open up any part of the works which may have been covered up without his having been afforded a reasonable opportunity of measuring or agreeing to the measurements thereof and the contractor shall restore the same at his own cost. All measurements shall be made in accordance with the provisions of the specification respecting methods of measurement. <p>The sum payable in respect of such part of the works shall be ascertained according to the price or rate appropriate thereto as specified in the contract. If No appropriate price or rate has been specified, the price or rate shall be fair and reasonable price or rate taking into account any prices or rates that may be specified in the contract for similar plant or work.</p>
48.1	<p>Customs and Import Duties</p> <p>Contractor is required to factor in all import duties and taxes (including VAT and IDF charges) consequence of the importation of the Plant in his DDP offer in the tender.</p>
50.2	<p>Arbitration</p> <p>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</p>

SECTION V: TECHNICAL SPECIFICATIONS

Table of Contents

1. SCOPE OF WORKS	40
2. GENERAL	40
3. REFERENCES	40
4. SUBMITTALS	40
5. QUALIFICATIONS	41
6. QUALITY ASSURANCE	41
7. DELIVERY, STORAGE AND HANDLING	41
8. PRODUCTS	41
8.1. Luminaire.....	41
8.2. Light Source.....	42
8.3. Optical System.....	43
8.4. Electronic Control Gear (LED Driver).....	43
8.5. Compliance Sheet for Technical Requirements.....	44
8.5.1. Testing and Commissioning.....	45
9. TRAINING	45
9.1. On-Site Training.....	45
10. SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATION	46

1. **SCOPE OF WORKS**

- A. The Contractor shall supply, deliver, install, erect, test and commission apron and parking high mast LED floodlights. The LED floodlights shall comply with the requirements for apron lighting requirements. The Contractor shall supply and install Reliable and high performance LED floodlight. The LED Floodlight shall be engineered to deliver significant energy savings, an ideal solution for diverse floodlighting applications. The product shall be designed to meet relevant performance and safety standards, offering reliable and long-lasting performance

2. **GENERAL**

This specification contains the minimum requirements for the design, manufacture and testing of high mast LED floodlight. The LED Floodlight shall deliver significant energy savings, an ideal solution for diverse floodlighting applications. The product shall also designed to meet relevant performance and safety standards, offering reliable and long-lasting performance.

3. **REFERENCES AND STANDARDS**

- A. The equipment and plant shall be designed and tested in accordance with the latest standards to meet the technical requirements.
- B. The works shall, moreover, be produced and executed strictly respecting the national and international regulations and standards in force, and more specifically: -
- a. ANSI/NEMA/ANSLG C78.377-2008;Specifications for the Chromaticity of Solid State Lighting(SSL) products
 - b. ANSI C136.10-2010;Locking-Type Photo control Devices and Mating Receptacles
 - c. ANSI C136.15-2011(or latest);American National Standard for floodlight
 - d. ANSI C136.41-2013,dimming control between an external locking type photo control and driver
 - e. IEC 60529,degree of protection provided by enclosures(IP Code)
 - f. IEEE C62.41.2-2002 recommended practice on characterization of Surges in low-voltage(1000v and less) AC Power Circuits
 - g. IES LM-79-08,Approved method:Electrical and Photometric Measurements of Solid State Lighting Products
 - h. IES LM-80-08,Approved method:Measuring Lumen Maintenance of LED Lighting Sources
 - i. FAA: Designed according to AC 150/5360-13 (Current Edition)
 - j. ICAO: Annex 14, Volume I, 5.3.24

4. **SUBMITTALS**

- A. These specifications describe the requirements for electrical fitting. Tenderers are requested to submit with their offers the detailed specifications, catalogues, etc. for the products they intend to supply.
- B. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

- C. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications shall. 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.
- D. The procuring entity reserves the right to reject the products, if such deviations shall found critical to the use and operation of the products

5. QUALIFICATIONS

- A. For the equipment specified herein, the manufacturer shall be ISO14001 and ISO 9001 or 9002 certified.
- B. The manufacturer of this equipment shall have produced similar equipment for a minimum period of ten (10) years. When requested by the Engineer, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.

6. QUALITY ASSURANCE

- A. Provide a list of testing equipment with make and model numbers. Test Equipment shall have current calibration validation.

7. DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.

8. PRODUCTS

8.1. Luminaire

- A. The luminaire shall be so designed and constructed that it is capable of providing the service for which it is intended. The luminaire shall be designed to enable ease of maintenance and replacement without the need to use of special tools.
- B. The main supporting structure of the luminaire shall be constructed from 304-graded stainless steel material such that no undue deterioration in its safety, performance or appearance during normal life when operating in all climatic conditions prevailing in a tropical country such as heavy rains, high winds, high humidity and hot day-time temperatures. It shall be robustly constructed to withstand vibration in normal use.
- C. All luminaires shall be new, totally enclosed and protected against contact with live or moving parts inside the enclosure. Ingress Protection Index (IP) of LED luminaire shall be minimum IP66 & Impact Protection of IK08. The luminaire require to comply with and be tested to IEC 60598-2-3 and IEC 61000-3-2 international standard. The luminaire full type test report must be supplied to meet the design requirement.

- D. Material, other than stainless steel e.g. glass/fiber glass reinforced polyester are not acceptable. The material used for the construction of the luminaire shall be recyclable.
- E. Hinges, screws and clips if used, shall be robust and made of at least 304-graded stainless steel, simple to operate and shall not be liable to accidental detachment during installation or maintenance.
- F. The luminaire shall comply with Class I standard for Electrical Safety Class standard.
- G. Attachment of the luminaire to its bracket arm shall be by means of clamps or jam bolts and designed to accommodate spigot size or bracket arm of the luminaires. A minimum of 2 locking bolts / jam screws shall be provided.
- H. All parts which carry the weight of the luminaire and internal accessories shall be provided with suitable locking devices to prevent the dislodgment of any part of the luminaire by vibration either in service or during maintenance.
- I. All parts shall operate well within the ratings with due consideration for the local conditions. (high humidity of 80% RH and hot (live) ambient temperature of 45°C).
- J. Electrical connection and disconnection of the electrical control gear unit from the luminaire shall be through a plug and socket type connector or terminal block. The connector terminal insert shall use tinned plated copper material to prevent corrosion and provide a good, clean contact surface. The incoming supply cables shall not be removed when removing the electrical control gear module.
- K. The luminaires shall complete with a minimum 20kA surge protection device to protect the luminaire components.
- L. The LEDs chips shall mount on alumina ceramic PCBs to guarantee the compatibleness and to avoid the difference of thermal expansion coefficient among the LEDs and PCBs. Silver conductor shall be used for circuitry to provide excellent electrical and heat conductivity. The main material of the LED module shall be extremely robust, able to operate in harsh environments and at high temperatures. They shall offer excellent adherence and durability throughout thermal cycling.
- M. Tenderers shall submit the photo biological safety test report (IEC 62471 – Photo biological safety of lamp and lamp system) from accredited independent international test laboratory.
- N. The LED floodlight shall be pre wired and complete with IP66 control box.
- O. The luminaire shall be provided with suitable thermal management unit to effectively dissipate heat generated from LED.

8.2. **Light Source**

- A. The light source for LED luminaires shall be of high powered LED type and manufactured by reputable LED chips manufacturers. Chips On Board (COB) type of LED shall not acceptable.

- B. The lumen output of LED chips shall be minimum 45000 lm @ 700mA. The luminous efficacy of the LED luminaire shall be a minimum of 120 lm/W @ 700 mA. The usable lifetime of LED (lumen maintenance) at 50,000 hours shall not be less than 70% (50,000 hours @ 25°C).
- C. The system efficiency (lm/W) shall take into consideration the LED efficacy, driver efficiency, optical efficiency and thermal efficiency and shall not be less than 80%.
- D. The Correlated Color Temperature (CCT) for LED luminaire shall range between 5700K to 4000K ± 1000K with CRI ≥ 70.
- E. The power rating for the LED fitting is 400 and 200 watts

8.3. **Optical System**

- A. The optical system shall comprise of optical lens and luminaire cover.
- B. The optical lens shall be of UV resistant material.
- C. Luminaire cover (secondary optics) shall be provided to protect the optical lens from accumulation of dust and for easy cleaning of the luminaire. It shall be made of high transparency heat resistance polycarbonate and shall be stabilized against deformation, deterioration or discoloration due to the solar radiation. For covers that are designed as light disperser, it shall be made of high transparency polycarbonate.
- D. The gasket used shall be silicone, one piece weather resistant type that will not cause damage to the luminaire cover. The gasket shall form an integral part of the Luminaire cover such that any cover change will necessitate a change of the gasket.

8.4. **Electronic Control Gear (LED Driver)**

- A. Electronic control gear (LED driver) shall only be from reputable manufacturers and shall comprise of electronic circuit board, converter, built-in min. 0.90 power factor correction unit and surge protection device. The driver shall incorporate short circuit current, overload, over voltage and over temperature protections.
- B. The LED driver shall be able to function correctly at the supply voltage having normal variation of 240V, ±10%, 50 Hz.
- C. The working temperature for the LED driver shall suit the local condition.
- C. Ingress protection index (IP) of the driver compartment shall be minimum IP66
- D. Electronic control gear (Led Driver) shall have dimming option.

8.5. Compliance Sheet for Technical Requirements

Item NO.	Technical description	Minimum requirement	Bidder offer and/or statement of compliance
1	Type/Application	High Mast LED floodlight fitting Suitable for Airport Apron Lighting with mounting heights of up to 30 meters. Shall be easily retrofitted in existing high mast systems.	
2	Housing Material	Stainless steel or Aluminum alloys Materials such as glass/fiber glass, reinforced polyester are not acceptable	
3	Ingress protection	IP66	
4	Impact protection	IK08	
5	Hinges, screws and clips	Shall be made of stainless steel	
6	Operating conditions	Altitude – 2100meters Humidity – Maximum 80% Ambient Temperature – 25 Degree Celsius	
7	Surge protection	overvoltage protection- 6 kV; spikes of high voltage protection- 10 kA	
8	Light source	-shall be of high powered LED type and manufactured by reputable led chips manufacturer. Clip on board (COB) type of LED shall not be acceptable -lumen output 45000lm@500mA -lumen efficacy 120lm/w @500Ma - usable life time 50,000hours@25deg, centigrade -correlated color temperature shall range between 5700k to 4000k	
9	Optical system	Shall be made of UV resistance material	
10	Electronic control gear(LED driver)	Supply voltage-single phase 240V 50HZ	
11	Guarantee:	2 year	
12	Dimmability	LED Lighting fitting shall be dimmable	
13	Upward Light Ratio (ULR)	ULR - 0.0%.	
14	Power factor	PF >0.9	
15	Color rendering index	CRI >70	
16	IP protection	IP 66	
17	Beam angles	Bidder to specify	

18	Unified Glare Rating(UGR)	<27	
19	Standards	ICAO: Annex 14, Volume 1, 5.3.24	

8.5.1. Testing and Commissioning

- A. Testing at site shall be carried out by experienced testing engineers approved by the Employer. Functional tests shall be inherent in all test procedures. The Contractor shall record the test results in an approved test form in such a manner that the test reports can be used as the basis for future maintenance tests. Test methods and equipment shall be noted on the test sheets. The test protocols shall be submitted to the Employer in advance for approval
- B. A complete test report in 4 sets shall be handed over to the Engineer not later than one month after the Plant being commissioned. The test engineers shall at site keep a complete record of correction made during testing and one set of corrected drawings shall be kept at site after commissioning and one set handed over to the Engineer.
- C. Commissioning shall be carried out by the Contractor in the presence of the Employer

9. TRAINING

9.1. On-Site Training

- A. Operational and maintenance training to Three (3) technical and operational personnel on site shall be undertaken during installation

10. SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATION

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

SECTION	SPECIFICATION	CLAUSE NO.	DEVIATION

B. The Bidder hereby certifies that the above mentioned are the only deviations from the Owner’s Technical Specification for this enquiry. The bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the Owner's Technical Specifications, then the latter shall govern and will be binding on the Bidder for the quoted price.

SIGNATURE

SECTION VII: BILLS OF QUANTITIES

Notes for preparing Bills of Quantities

I.0 Preamble to Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the Conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 36.4 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

- (i) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
 - (ii) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - (iii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
 - j) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.

2.0 BILLS OF QUANTITIES

2.1 SCHEDULE I – PRELIMINARIES AND GENERAL

Item	Description	Unit	Qty	Rate	Amount
2.1.1	Allow for provision for bonds and insurances	Sum			
2.1.2	Provide for setting up, mobilization and demobilization	Sum			
2.1.3					
2.1.4					
	TOTAL FOR SCHEDULE I				

2.2 SCHEDULE 2 – MATERIALS AND INSTALLATION

Item	Description	Unit	Qty	Rate	Amount
2.2.1	Remove all the existing floodlights both on the apron and parking and hand over to the Engineer/officer in charge engineering.	Item	1		
2.2.2	Supply and install apron high mast 400W LED floodlight fittings as per technical specifications	No	35		
2.2.3	Supply and install parking high mast 200W LED floodlight fittings as per technical specifications	No	20		
2.2.4	Supply and install 13A metal clad socket outlet to be mounted in the lighting pole	No	7		
2.2.5	Supply and install 10A,20A MCBs	No	60		
2.2.6	Supply and install 63A pole isolator	No	7		
2.2.7	Allow for hiring of lifting equipment for street lighting fittings.	Item	1		
2.2.8	Any other items to enable a complete functional high mast LED lighting system (Tenderer to list)				
	i.				
	ii.				
	iii.				
	etc.				
	TOTAL FOR SCHEDULE 2				

2.3 SCHEDULE 3- SUPPLEMENTARY ITEMS

Item	Description	Unit	Qty	Rate	Amount
2.3.1	Testing and commissioning of all the installed fittings	Sum	1		
2.3.2	Operating and maintenance manuals for the installed equipment.	No	1		
2.3.3	On-site instruction and training of client's staff as specified.	Sum	1		
TOTAL FOR SCHEDULE 3 – SUPPLEMENTARY ITEMS					

2.4 SUMMARY OF BILLS OF QUANTITIES

Item	Description	Amount (Kshs)
2.4.1	Schedule 1 – Preliminaries and general	
2.4.2	Schedule 2 – Supply and installation	
2.4.3	Schedule 3 – Supplementary Items	
2.4.4	Sub Total	
2.4.5	Add 10% contingency	
2.4.6	Sub Total	
2.4.7	Add 16% VAT	
2.4.8	TOTAL TENDER PRICE	

Total tender sum in words: Kenya Shillings

(Bidder's Signature)

(Date)

For and on behalf of: _____

Witness: _____ Date: _____

Address: _____

Official Seal/Stamp:

SECTION VIII: STANDARD FORMS

FORM OF TENDER..... 54

APPENDIX TO FORM OF TENDER 55

FORM OF TENDER SECURITY 56

TENDER QUESTIONNAIRE 57

CONFIDENTIAL BUSINESS QUESTIONNAIRE 58

LITIGATION HISTORY 60

SELF-DECLARATION FORM..... 61

LETTER OF NOTIFICATION OF AWARD 62

LETTER OF ACCEPTANCE 63

FORM OF AGREEMENT 64

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)..... 66

MANUFACTURER’S AUTHORISATION FORM..... 67

CERTIFICATE OF BIDDER’S VISIT TO SITE 68

FORM OF TENDER

Date: _____

TO: Managing Director
 Kenya Airports Authority
 P.O. Box 19001-0050, Nairobi

Tender No: KAA/ES/EIA/.....

Dear Sir,

1. Having examined the tender documents including Addenda Nos. [insert numbers] the receipt of which is hereby duly acknowledged, in accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of _____ [Amount in figures]
_____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for **one hundred and twenty (120) days** after tender opening, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20__

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____

[Name of Employer]

of _____ [Address of Employer]

Witness;

Name _____

Address _____

Signature _____ Date: _____

APPENDIX TO FORM OF TENDER
(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	AMOUNT
Tender Security	Kshs. 100,000.00
Amount of Performance Security	Ten percent of Tender Sum in the form as defined in the appendix to Instructions to Tenderers
Program to be submitted	Not later than fourteen days after issuance of Order to Commence
Minimum amount of Third Party Insurance	Kshs. 5,000,000.00
Period for commencement, from the Engineer's order to commence	Within seven (7) days
Time for completion	Twenty four (24) weeks
Amount of liquidated damages for each day of delay of remaining Works	0.1 %
Limit of liquidated damages	10% of Contract Value
Defect Liability period	One (1) calendar year subject to Clause 30.4 of the Conditions of Contract
Percentage of Retention	5% of Interim Payment Certificate
Limit of Retention Money	5% of Contract Price
Minimum amount of interim certificates	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	Within 45 days after certification
Time within which payment to be made after Final Payment Certificate signed by Engineer	Within 45 days after final measurements of works and certification
Appointer of Arbitrator	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	The Employers address is: Managing Director Kenya Airports Authority P. O. Box 19001 00501 <u>NAIROBI</u> The Engineer's address is: General Manager (P & ES), Kenya Airports Authority P. O. Box 19001 00501 <u>NAIROBI</u>

Signature of Tender..... Date.....

TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- I. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - (c) rejects a correction of an arithmetic error in the tender.

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

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

[date]

[signature of the Bank]

[witness]

[seal]

TENDER QUESTIONNAIRE

Please fill in block letters.

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

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name _____

Location of business premises; Country/Town _____

Plot No _____ Street/Road _____

Postal Address _____ Tel No _____

Nature of Business _____

Current Trade Licence No _____ Expiring date _____

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

Name of your bankers _____

Branch _____

Part 2 (a) – Sole Proprietor

Your name in full _____ Age _____

Nationality _____ Country of Origin _____

*Citizenship details _____

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

* Attach proof of citizenship

LITIGATION HISTORY

Name of Firm or Partner of a joint venture _____

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

Date (month and year)	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (Current value, Kshs.)

Seal/Signature of Candidate

Date

SELF-DECLARATION FORM

I. 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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Performance Security
 - (iii) Form of Tender
 - (iv) Conditions of Contract Part I
 - (v) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (vi) Specifications
 - (vii) Drawings
 - (viii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

(ii) Name _____

Address _____

Signature _____

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

Dear Sir,

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (amount of Guarantee in figures)

_____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

_____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

MANUFACTURER'S AUTHORISATION FORM¹

To:

**MANAGING DIRECTOR,
KENYA AIRPORTS AUTHORITY,
P.O. BOX 19001
NAIROBI – 00501.**

**RE: SUPPLY AND INSTALLATION OF APRON HIGH MAST LED
FLOODLIGHTS AT ELDORET INTERNATIONAL AIRPORT**

WHEREAS _____ [Name of the
Manufacturer] who are established and reputable manufacturers of
_____ and accessories, 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 KAA/OT/EIA/1509/2018-2019** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the Instructions to Bidders for the
goods offered for supply by the above firm against the Invitation to Bidders.

[Signature and Seal for and on behalf of Manufacturer]

¹ This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer.

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 AND INSTALLATION APON HIGH MAST LED FLOODLIGHTS AT ELDORET INTERNATIONAL AIRPORT

TENDER NO: KAA/OT/EIA/I509/2018-2019

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: _____