SUPPLY, DELIVERY, TESTING AND COMMISSIONING
OF 29 METERS (29M) MAINTENANCE BOOM
LIFT/HIGH LOADER EQUIPMENT FOR KENYA
AIRPORTS AUTHORITY

TENDER NO: KAA/OT/JKIA/1501/2018-2019

MAY 2019
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SECTION I-INVITATION FOR TENDERS

TENDER REFERENCE: SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF 29 METERS (29M) MAINTENANCE BOOM LIFT/HIGH LOADER EQUIPMENT FOR KENYA AIRPORTS AUTHORITY

TENDER NO: KAA/OT/JKIA/1501/2018-2019

1.1 Kenya Airports Authority invites Registered Youth Owned Enterprise to submit sealed bids for the Supply, Delivery, Testing and Commissioning of 29 Meters (29m) Maintenance Boom Lift/High Loader Equipment for Kenya Airports Authority.

1.2 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.

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

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.

1.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 23th 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, Nairobi, so as to be received on or before 23rd May, 2019 at 11.00 a.m. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room on 1st Floor, Kenya Airports Authority Headquarters.
1.6 A Site Visit & Pre-Bid meeting will be held at JKIA Conference Room located at the rooftop of the Parking Garage on 16th May, 2019 at 10.00 a.m.

1.7 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.

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

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

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

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

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

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

2.2 Eligible Goods

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

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

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

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed N/A

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

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

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

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

2.5 **Clarification of Documents**

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

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

2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
2.6.3 In order to allow prospective tenderers reasonable time in which to take the
amendment into account in preparing their tenders, the Procuring entity, at its
discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components
(a) A Tender Form and a Price Schedule completed in accordance with
paragraph 2.9, 2.10 and 2.11 below
(b) Documentary evidence established in accordance with paragraph 2.1.2
that the tenderer is eligible to tender and is qualified to perform the
contract if its tender is accepted;
(c) Documentary evidence established in accordance with paragraph 2.2.1
that the goods and ancillary services to be supplied by the tenderer are
eligible goods and services and conform to the tender documents; and
(d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

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

2.12 Tenderers Eligibility and Qualifications

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

(a) A detailed description of the essential technical and performance characteristic of the goods;

(b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
(c) A clause-by-clause commentary on the Procuring entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

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

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

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

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

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

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

2.15.1 Tenders shall remain valid for **120** days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 **Format and Signing of Tender**

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 **Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **23**nd **May, 2019 at 11.00 a.m. local time.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late.”
2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **23rd May, 2019 at 11.00 a.m.**

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

2.19 **Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.20 **Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on **23rd May, 2019 at 11.00 a.m.**

The tenderers’ representatives who are presence shall sign a register evidencing their attendance.
2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the prevailing exchange applicable at the time of tender closing date provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The Procuring entity’s evaluation of a tender will exclude and not take into account

   a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

   b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

   a) Delivery and installation schedule offered in the tender;
   b) Deviations in payment schedule from the specifications in the Special Conditions of Contract;
   c) The cost of components, mandatory spare parts and service;
   d) The availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

   (a) Delivery schedule
   The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected.

   (b) Deviation in payment schedule
   Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.
Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) **Spare parts and after sales service facilities**
Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 **Preference**

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

2.26 **Contacting the Procuring entity**

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

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

2.27 **Award of Contract**

(a) **Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

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

(c) **Procuring entity’s Right to Vary quantities**

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

(d) **Procuring entity’s Right to accept or Reject any or All Tenders**

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

2.28 **Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 **Signing of Contract**

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

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

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

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

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

2.31 Corrupt or Fraudulent Practices

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

Appendix to Instructions to Tenderers

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Tenderer shall submit copies ONE ORIGINAL AND ONE COPY:</td>
</tr>
<tr>
<td>2.14.1</td>
<td>Tender Security shall be of a value of Kenya Shillings two hundred thousand (Kshs.200,000.00) or equivalent valid for 150 days from the date of tender opening. The tender security shall be in the form of</td>
</tr>
<tr>
<td></td>
<td>a) Cash or</td>
</tr>
<tr>
<td></td>
<td>b) Banker’s cheque or</td>
</tr>
<tr>
<td></td>
<td>c) A bank guarantee or</td>
</tr>
<tr>
<td></td>
<td>d) Such insurance guarantee approved by the Public Procurement Regulatory Authority or</td>
</tr>
<tr>
<td></td>
<td>e) Letter of credit.</td>
</tr>
<tr>
<td>2.18.1</td>
<td>Closing/Opening date is 23rd May, 2019 at 11.00 am</td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA

1 Preliminary /Mandatory Requirements
Tenderer is required to submit the following documents, failure to which they shall not be considered for further evaluation.

1.1 Tender Surety of Kshs.200,000.00 valid for 150 days from the date of tender opening date.

1.2 Provide copy of Certificate of Registration/Incorporation.

1.3 Duly filled Form of Tender valid for 120 days from tender opening date.

1.4 Duly filled Confidential Business Questionnaire (provide details of the company’s Directors and attach copies of their National Identity or Passports).

1.5 Duly filled Self-Declaration Form.

1.6 A copy of valid Tax Compliance certificate.

1.8 Provide commitment of warranty for not less than one year.

1.9 Copy of current Business Permit.

1.10 Copy of valid CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided.

N/B Failure to comply with the above mandatory requirements shall lead to automatic disqualification from further evaluation.

2. Technical Evaluation Criteria
Bidders will be required to provide the following:-

2.1 Bidders to provide the Manufacturer’s Authorization letter in the format provided.

2.2 Tenderers to provide detailed documents including technical brochures, parts specification and part numbers for all components used in the manufacture of equipment, maintenance manuals and recommended maintenance proposal and training.

2.3 Detailed training program complete with timescales of courses for boom lift maintenance staff and operators in line with requirements in the technical specifications.

2.4 Memorandum of Procedure for building, shipping, delivery, testing and commissioning in descriptive MS Project or Gantt chart format preferably within 24 weeks upon confirmation
of order. Details of major components used to build the Boom Lift must be included in the chart.

2.5 Bidders to provide proof of similar deliveries done by providing LPO, contract document or copy of delivery note. Details / Serial numbers for similar equipment or related equipment supplied in the last 3 years with a value of not less than Kshs.10 million. Contacts e.g. Telephone addresses, email addresses of contact persons of the clients must be provided.

2.6 Bidders to provide written guarantee confirming their ability to supply critical spares for at least 10 years.

Bidders who are non-responsive shall be disqualified and not evaluated further.

3. Financial Evaluation

The award will be based on the lowest evaluated bidder

**NB: Due diligence may be carried out on any of the information provided by the bidder**
SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1 Definitions
3.2 Application
3.3 Country of Origin
3.4 Standards
3.5 Use of Contract documents and information
3.6 Patent Rights
3.7 Performance security
3.8 Inspection and Tests
3.9 Packing
3.10 Delivery and documents
3.11 Insurance
3.12 Payment
3.13 Price
3.14 Assignments
3.15 Sub contracts
3.16 Termination for default
3.17 Liquidated damages
3.18 Resolution of Disputes
3.19 Language and law
3.20 Force Majeure
SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

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

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

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

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

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract. This is a Delivery Duty Paid (DDP) procurement process.

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14 Assignment

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

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

3.16 **Termination for default**

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

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

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

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

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

3.17 **Liquidated Damages**

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

3.18 **Resolution of Disputes**

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

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

3.19 **Language and Law**

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

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

**Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and

(b) Amendments and/o supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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

42. Special conditions of contract as relates to the GCC
### SECTION IV - SPECIAL CONDITIONS OF CONTRACT

#### 4.1 Special Conditions of Contract

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

#### 4.2 Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.1</td>
<td>Performance security shall be (ten percent) 10% of the contract award in the form of a bank guarantee issued by a bank approved by the procuring Entity. Securities issued by Foreign banks must be made through correspondent banks in Kenya.</td>
</tr>
<tr>
<td>3.10.1</td>
<td>The works shall consist of: -</td>
</tr>
<tr>
<td></td>
<td>- Design, Manufacturing, Building and Delivering 1 No. BOOM LIFT for Kenya airports authority</td>
</tr>
<tr>
<td></td>
<td>- Delivering back up spare parts as per the list provided in the schedule of requirements</td>
</tr>
<tr>
<td></td>
<td>- Testing on site, commissioning and handing over the BOOM LIFT together with back-up spares and tools for regular maintenance for the initial 12 months of operation for the BOOM LIFT</td>
</tr>
<tr>
<td></td>
<td>- Training of operators and maintenance staff.</td>
</tr>
<tr>
<td></td>
<td>- Providing all necessary manuals and other documentation required to operate and maintain the BOOM LIFT in five (5) copies for each of the following categories: -</td>
</tr>
<tr>
<td></td>
<td>- <strong>Operation</strong></td>
</tr>
<tr>
<td></td>
<td>- <strong>Service</strong></td>
</tr>
<tr>
<td></td>
<td>- <strong>Parts</strong></td>
</tr>
<tr>
<td></td>
<td>The manuals shall be of good quality, plastic covered, and in the English language.</td>
</tr>
<tr>
<td></td>
<td>The information contained shall also be made available to the Purchaser in CD ROM format, with one back up copy.</td>
</tr>
<tr>
<td></td>
<td>- Providing Warranty for the BOOM LIFT</td>
</tr>
<tr>
<td></td>
<td>- The Applicable incoterm shall be Delivered Duty Paid (DDP)</td>
</tr>
<tr>
<td>3.11.1</td>
<td>Insurance: Note the provisions of Section 10 of the Insurance Act Cap 487, whereby Marine Insurance must be provided by locally registered insurance companies see guidelines on Insurance in this website <a href="http://www.kentrade.go.ke">www.kentrade.go.ke</a></td>
</tr>
<tr>
<td>3.12.1</td>
<td>Advance payment</td>
</tr>
<tr>
<td></td>
<td>There shall be No advance payment</td>
</tr>
<tr>
<td></td>
<td>However, in exceptional circumstances, it will be paid against bank guarantee in the format provided not exceeding 20% of contract award from a reputable bank</td>
</tr>
<tr>
<td><strong>Progress Payments against Milestones</strong></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td></td>
</tr>
<tr>
<td>15% of contract award upon Commissioning and issuance of Inspection and Acceptance Certificate</td>
<td></td>
</tr>
<tr>
<td>5% to be withheld until end defects liability period- or payable at commissioning and replaced by a warranty bond in the format acceptable to the procuring entity</td>
<td></td>
</tr>
<tr>
<td>10% of contract sum for retention amount</td>
<td></td>
</tr>
</tbody>
</table>

| **3.13.1** | There shall be no price adjustments |
| **3.18.1** | Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya. |

| **3.21.1** | *For Notices, the procurement entity’s address is:*  
General Manager  
Procurement and Logistics  
Kenya Airports Authority  
P.O. Box 19001-00501  
Nairobi – KENYA  
Tel: 254 20 661 1811  
Email: tenders@kaa.go.ke |
SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

5.1 Scope of supply

- Supply, test and commission one boom lift described hereunder
- Supply maintenance spares adequate for 4,000 running hours
- Supply of back up spares
- Train 10 No staff on site and 5 No staff on factory on maintenance and operation of the equipment
- Supply manuals
- Supply tools
- Provide defects liability for a period of 2 years or 4000 running hours

Table 1

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total cost</th>
<th>Delivery period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boom Lift Equipment complete capable of attaining working height of between 29 -32 meters and reach of between 14-16m</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preventive maintenance parts during warranty (table 2)</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Strategic Back-up spares (table 3.)</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Factory training 5No</td>
<td>AU</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Training Local 10 No</td>
<td>AU</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Spare batteries</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Special tools</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Charger unit</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Others (specify)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total costs inclusive of all taxes DDP</strong></td>
<td></td>
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</tr>
</tbody>
</table>

(This is to be transferred to the Form of Tender)

Authorized Official: ___________________________ ___________________________
Name                          Signature

__________________________________________
Date

(Amend format as necessary)

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
SECTION VI - TECHNICAL SPECIFICATIONS

6.1 General

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

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

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

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

   1. Shortest possible delivery period of each product

6.1.5 KAA reserves the right to verify the sample/s provided meet the set standards by an independent, internationally recognized third party testing and certifying body.

6.2 General Description:

6.2.1 The Boom lift shall be used mainly in the general maintenance activities at height up to a maximum of 32 meters.

6.3 Rated Performance

(N/B This is a mandatory requirement and tenderers whose products shall not meet this requirement shall be disqualified.)

- The man lift shall be robust and capable of reaching out to a working height of between 29-32 meters horizontal outreach of between 13-15 meters (MANDATORY)
- 400VAC direct powered electro motor
- The boom lift shall battery powered with a charger (360AH) and have a carrying capacity of at least 200Kg at the said working height/ horizontal outreach (MANDATORY).
- The equipment shall conform to the following standards or latest version of the same. ANSI A92.5,
  CSA B354.4,
  EN 280,
  AS 1418.10
  Relevant ISO or equivalent standard is acceptable (MANDATORY).

6.4 Engine

- Battery powered drive system with Air cooling facility or Cummins engine MANDATORY.
- Corrosion resistant exhaust pipe and mufflers
• Swinging engine tray for ease of maintenance
• The equipment shall be able to work reliable within a temperature range of +16 low and high +40 degrees centigrade
• Plug in voltage shall be 240v at 16amps

6.5 Platform and Operation Dimensions
Vertical working 29-32metres
• Horizontal Outreach 13-15metres
• Below ground reach 1.25-1.75metres
• Swing 360° Continuous
• Slew between 380-381 degrees
• Minimum weight 3500kg
• Platform size recommended between 1.41mx0.81m x1.11m
• Platform height between 27.1-27.2meters
• Platform Capacity –Unrestricted 220-240kg
• 200kg load at mid height and 100kg at full working height
• Self-leveling and grade ability between of between 4-5 degrees
• Hydraulic platform rotation

6.6 Main frame
• Frame of steel construction.
• The entire underside protected against corrosion preferably by painting with epoxy paint and re painted to original equipment colour.
• The man lift shall have reflective markings for ease visibility especially at night
• Telescopic boom.
• Be fitted with travel alarms and rotating beacon
• Towing hooks to be fitted
• Width
  Travelling 0.75-0.8m
  Minimum working width 3.59-3.7m
  Maximum working width 5.4m-5.5m
• Length
  While travelling 6.2-6.5m
  Maximum outrigger 5.3-5.4 m
  Minimum outrigger 3.6-3.4m

6.7 Axles and Drive
• Maximum load per outrigger between 1.930 -1.938kgf
• Drive out extendable axles
• Rubberized Non surface marking tyres for indoor use
• Variable jacking capability
• Turning radius of between 3.2-3.4 m

• Front wheel surface pressure between 6.63 -6.65kg/cm²
• Allowable Surface pressure for Rear wheel shall be between 8.1-8.21kg/cm²
• Drive speed between 1.4 -1.6kph

6.8 Hydraulics and Safety
• All hydraulic cylinders to be fitted with hostile environment kit
• Safety valves to be installed to ensure the cage does not fall in case of hydraulic hose rupture.
• Safe in winds upto 15m/s
• Safety harness for 8 Technicians/Operators to be provided

6.9 Accessories and features
• Tilt Light and reverse and Alarm
• Swing –Out Engine Tray for maintainability
• 12V-DCAuxillary Power
• Hourmeter
• Suitable electronic control (ADE® or equivalent ) System
• Platform Console Machine Status Light Panel*
• Lifting/Tie Down Lugs
• Engine Distress Warning /Shutdown
• All Motion Alarm
• LCD Panel at Operator’s Platform Control Console
• Adjustable double jib

6.10 Instruments and controls
• Emergency stop buttons
• Electric horn
• Joystick controls
• Lockable platform control covers
• Thumb locker steer
• Engine oil low pressure
• Engine coolant over temperature/ low level
• Battery not charging
• Parking brakes on
• Engine run time meter
• Warning for hydraulic oil over temperature
• Display for height, horizontal outreach and, Boom angle
• On-board full diagnostics and engine monitoring display
• Electronic control system
• Digital Engine hour counter

6.11 Other options to be charged separately
• On board full diagnostics for the entire truck including the engine monitoring display
• Separate diagnostic tool (preferably lap top) with all software and hardware for trouble shooting the equipment
• Telematics ready connect

6.12 Serviceability
• The man lift shall be reasonably serviceable; robust and designed to withstand tropical marine weather conditions. All serviceable parts, sections and components must be demonstrated to be accessible; and not require special skills above Technician level.

6.13 Tools
• All tools including special tools required for the maintenance of the man lift must be provided and upon delivery to site be demonstrated on their special use.

• One tool box complete with each tool required to service and repair the man lift shall be provided. The tools shall be from a reputed manufacturer.

6.14 Manuals/Documentation
The equipment shall be supplied with three sets of the following manuals in high quality paper with plastic covers in English language. The same shall be in soft copies (compact disk format).

• Operations manual
• Maintenance manual
• Engine and other major components manual from the original manufactures
• Spare parts manual for all components
• Maintenance Software and a lap top

6.15 Training

• The manufacture shall offer training at their manufacturing premises for 2 Technicians for four working days
• The training shall be detailed and shall include the following but not limited to the following areas the following areas
- Trouble shooting
- Maintenance of the chassis including trouble shooting of the and repair of the engine controls etc
- Interpretation of the Hydraulics drawings of the boom lift
- Interpretation of the Electrical drawings of the boom lift
- Fault finding using the diagnostic system. Interpretation of the error codes
- Operation of the equipment

- Further training shall be carried out by the manufacturers engineer/ trainer upon commissioning the truck in Nairobi
- The training at Nairobi site shall not be less than 5 days and shall cover both operation and maintenance of the equipment.
- Each participant shall be issue with a certificate upon completion of the training
- All the cost for this training shall also be borne by the manufacturer
- All cost related to the training at the manufacturers site shall be borne by the manufacturer

6.16 Warranty and defects liability period
- The defects liability period shall be 4,000 engine running hours or 2 calendar years whoever comes first
- The warranty shall cover all components of the man lift
- During the defects liability the manufacturer shall send their engineer in case of breakdown at manufacturer’s cost

6.17 Spare parts
For the purpose of effective maintainability & serviceability of the equipment, it is a Mandatory requirement that the manufacturer / tenderer shall provide a list of all the components and accessories used on the equipment which shall indicate prices and vendor documentation in the format indicated on table 1.
Prices shall be indicated in the financial envelop (envelop B) only and shall form part of the financial evaluation

6.18 Testing and commissioning
i). 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 bidder shall record all the test results in an approved test form in such a manner that the test reports can be used as basis for future maintenance tests. The test protocols shall be submitted to the employer in advance for approval.

ii) Commissioning shall be carried out in the presence of the employer.
Bidders are advised that the table below is only a guide. They shall be required to submit the list of actual spare parts required to service their equipment for 4,000 hours based on 500 hour intervals (or manufacturer recommended services intervals which are expected to be 500 hours or less) for engine service. Any other filter required for preventive maintenance during this duration shall be supplied by the bidder free of charge.

<table>
<thead>
<tr>
<th>Item</th>
<th>Item description</th>
<th>Part Number</th>
<th>Vendor specification</th>
<th>Quantity/per equipment</th>
<th>Unit price DDP Kshs/USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Air filter element (primary)</td>
<td></td>
<td></td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Air filter element (secondary)</td>
<td></td>
<td></td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Hydraulic oil return filter element</td>
<td></td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Transmission oil filter</td>
<td></td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>Any other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**TABLE 3 – STRATEGIC BACK-UP SPARES**

*(To be included in the schedule of prices)*

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Vendor specification</th>
<th>Quantity</th>
<th>Unit price Kshs (USD)</th>
<th>Total price Kshs (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Starter motor</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Alternator</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Assorted fuses</td>
<td></td>
<td>5 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Assorted bulbs</td>
<td></td>
<td>2 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>Complete set of headlights</td>
<td></td>
<td>1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f)</td>
<td>Hydraulic pump</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g)</td>
<td>Hydraulic control valve</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h)</td>
<td>Assorted solenoid valves</td>
<td></td>
<td>1 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i)</td>
<td>Assorted sensors (pressure, temperature, wind speed, speed etc)</td>
<td></td>
<td>1 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j)</td>
<td>Multi-function switch</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k)</td>
<td>Steering valve</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>l)</td>
<td>Multi-function Display</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m)</td>
<td>Multifunction display</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n)</td>
<td>Steering cylinder</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o)</td>
<td>Steering cylinder seal kit</td>
<td></td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>p)</td>
<td>Hoisting cylinders seal kit</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>q)</td>
<td>Assorted switches</td>
<td></td>
<td>1 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>r)</td>
<td>Engine sensors</td>
<td></td>
<td>1 of each type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>s)</td>
<td>Drive belt</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>t)</td>
<td>Water pump</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>u)</td>
<td>ETC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The backup spares listed above are to be supplied with the boom lift; their cost must be included in the schedule of prices; *(Mandatory)*
## COMPLIANCE SHEET FOR TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>S/No</th>
<th>Minimum requirements</th>
<th>Minimum requirement</th>
<th>Bidder statement of compliance or comments (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>Engine manufacturer</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Engine make</td>
<td>Battery powered engine</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engine model</td>
<td>Bidder to indicate (open)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Country of origin</td>
<td>Bidder to indicate (open)</td>
<td></td>
</tr>
<tr>
<td><strong>B</strong></td>
<td><strong>Battery</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Type</td>
<td>Maintenance free</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>rating</td>
<td>Not less than 360 Ah</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong></td>
<td><strong>Charger</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Make</td>
<td>Bidder to indicate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>rating</td>
<td>Not less than 360 Ah</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td><strong>Hydraulic motor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Manufacturer</td>
<td>Bidder to indicate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Rating</td>
<td>not less than 400VAC direct powered electro motor</td>
<td></td>
</tr>
<tr>
<td><strong>E</strong></td>
<td><strong>Hydraulic pump</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Manufacturer</td>
<td>Bidder to indicate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type and rating</td>
<td>Compatible to engine output</td>
<td></td>
</tr>
<tr>
<td><strong>F</strong></td>
<td><strong>Control System</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The standard equipment shall have the following control features:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Automatic stability and outreach control.</td>
<td>Coordinated operational control</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proportional control of all functions.</td>
<td>Functional interlock system</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Computer controlled (can-bus).</td>
<td>Computerized controlled system</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Electronic checking of the power system, PLC.</td>
<td>PLC controlled</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Provision of an Auto setting/levelling system.</td>
<td>Self-diagnosis</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GSM module for remote access and monitoring</td>
<td>Bidder to indicate</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Height control limit switch.</td>
<td>Provision for Proximity switch for max height</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Service Tool (Remote access via laptop)</td>
<td>Onboard diagnostic toolkit</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The Tower must have Automatic mast down system that lowers the mast automatically when it senses the Lighting tower is about to tip over</td>
<td>Bidder to indicate</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Wireless remote control of all functions.</td>
<td>Basket or remote operation via joystick</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Sensor system in the basket</td>
<td>Height and horizontal reach proximity sensors</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td><strong>Mechanical features</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Double jib system rotation with a minimum rotation of 200 degrees.</td>
<td>Minimum 200 degrees</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Individual setting of each outrigger.</td>
<td>one outrigger at a time</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Manual pump system for the emergency lowering.</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ability to self-load into trucks or trailers</td>
<td>Telescopic</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Adjustable wheel-axle.</td>
<td>To allow for travelling in narrow spaces 0.75-08m</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Specification</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Space for tools etc. equipment in the basket.</td>
<td>Standard Tool compartment of dimensions</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>500mmx300mm</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Storage room with lock in chassis.</td>
<td>600mmx300mm</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Turret rotation of 360 degrees</td>
<td>Not less than 330 degrees</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Basket capacity 200kg</td>
<td>Load capacity not less than 195kg</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Basket rotation freedom of up to 90 degrees</td>
<td>Degree of freedom not less than</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Maximum working height range 29-32meters</td>
<td>Extension Not less than 28meters</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Self levelling and gradeability</td>
<td>Auto levelling on uneven terrain</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Maximum horizontal stretch/reach 13-15meters</td>
<td>Horizontal stretch not less than 13 meters</td>
<td></td>
</tr>
</tbody>
</table>
Notes on the sample Forms

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

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

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

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

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

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

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

Date _____________

Tender No._______

To: __________________

_____________________

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed.

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____________ day of __________________ 20 _________

_____________________________  _________________________

[signature]  [in the capacity of]

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

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

**Part 1 — General:**

Business Name
..........................................................................................................................

Location of business premises.
..........................................................................................................................

Plot No........................................................................................................ Street/Road
..........................................................................................................................

Postal Address ........................................ Tel No. ..................... Fax ................. E mail

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

Nature of Business
..........................................................................................................................

Registration Certificate No.
..........................................................................................................................

Maximum value of business which you can handle at any one time – Kshs.
..........................................................................................................................

Name of your bankers ................................................................. Branch
..........................................................................................................................

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. .................</td>
</tr>
<tr>
<td>2. .................</td>
</tr>
<tr>
<td>3. .................</td>
</tr>
<tr>
<td>4. .................</td>
</tr>
</tbody>
</table>
Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

<table>
<thead>
<tr>
<th>Nominal Kshs.</th>
<th>Issued Kshs.</th>
</tr>
</thead>
</table>

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Shares</th>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date .................................................. Signature of Candidate

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

Whereas .................................................. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated ............... [date of submission of tender] for the supply, installation and commissioning of ...........................................[name and/or description of the equipment]
(hereinafter called “the Tender”) ............................................................. KNOW ALL PEOPLE by these presents that WE ........................................ of .................................................. having our registered office at .......................
(hereinafter called “the Bank”), are bound unto .................... [name of Procuring entity]
(hereinafter called “the Procuring entity”) in the sum of ........................................ for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _________________ day of ______________________________ 20 ________________.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

_______________________________

[signature of the bank]

(Amend accordingly if provided by Insurance Company)
8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the
manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ______ the ________________ (for the Procuring entity

Signed, sealed, delivered by ______ the ________________ (for the tenderer in the presence
of _____________________

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

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

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

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

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

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

This guarantee is valid until the .......... day of .............. 20 ........

Signed and seal of the Guarantors

..........................................................................................
[name of bank or financial institution]

..........................................................................................
[address]

..........................................................................................
[date]
8.6  BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

   ...........................................
   [name of bank or financial institution]

   ...........................................
   [address]

   ...........................................
   [date]
8.7 MANUFACTURER’S AUTHORIZATION FORM

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

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

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

____________________________________
[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.
LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity
________________________
________________________

To:________________________
________________________
________________________
________________________

RE: Tender No.__________________

Tender Name__________________

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

________________________________________________________________________

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

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

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

(FULL PARTICULARS)____________________________________________________

________________________________________________________________________

________________________________________

SIGNED FOR ACCOUNTING OFFICER
**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.

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

Seal/Signature of Candidate ................................

50
**DEBARMENT DECLARATION**

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<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Date (month and year)</td>
<td>Is firm debarred from participating in public procurement (yes/no)</td>
<td>If response in column 2 is yes, indicate date and period of debarment</td>
</tr>
</tbody>
</table>

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

Seal/Signature of Candidate .................................
7.12 SELF-DECLARATION FORM
ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)……………………………………………………
declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.
In the event the above is contravened we accept that the following to apply-
   a) The person shall be disqualified from entering into a contract for the procurement; or
   b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
   c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have

Name…………………………Signature………………………………Date………………………………

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier)……………………………………………………
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name…………………………Signature………………………………Date………………………………

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/supplier)……………………………………………………
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name…………………………Signature………………………………Date………………………………

Company Seal/Business Stamp