TENDER DOCUMENT
PROVISION OF MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM (BHS) AT JOMO KENYATTA INTERNATIONAL AIRPORT

TENDER NO.: KAA/OT/JKIA/1512/2018-2019

MAY 2019
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SECTION A: INVITATION FOR TENDERERS

DATE: May, 2019

TENDER NAME: PROVISION OF MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM (BHS) AT JOMO KENYATTA INTERNATIONAL AIRPORT (JKIA)

TENDER NO: KAA/OT/JKIA/1512/2018-2019

1. Kenya Airports Authority invites competent and eligible maintenance services firms to submit sealed bids for the Provision of Maintenance services for Baggage Handling System (BHS) at JKIA.

2. Interested eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, office of the GM (Procurement & Logistics) from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays.

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.

4. A site visit and pre-tender meeting shall be conducted on 17th May, 2019 at the Conference room located at the roof-top of the Parking Garage at Jomo Kenyatta International Airport starting 10:00 a.m.

5. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings or an amount in a freely convertible currency and shall remain valid for one hundred twenty (120) days from the tender submission deadline.

6. 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 30th May 2019 at 11.00 am” and deposited in the Tender Box at Kenya Airports Authority Headquarters building, 2nd floor, Airport North Road, and be addressed to:-

The Managing Director,
Kenya Airports Authority,
Kenya Airports Authority Headquarters Building,
Airport North Road,
P. O. Box 19001-00501,
NAIROBI.

so as to be received on or before 11.00 am on 30th May, 2019.
7. Tenders will be opened immediately after the deadline of tender submission in the presence of the Candidates or their representatives who choose to attend at the Conference room on 1st Floor, Kenya Airports Authority Headquarters Complex building, Airport North Road.

8. Tenders must be accompanied by a Tender Security of Kshs.600,000.00 (Six Hundred Thousand) in form of a guarantee from a reputable bank or an Insurance company approved by PPRA payable to Kenya Airports Authority.

9. 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.

10. The Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

11. 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 B – INSTRUCTIONS TO TENDERERS**

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SECTION B – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The Kenya Airports Authority’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 Kenya Airports Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2. The price to be charged for purchase of the tender document is Kshs.1000.00

2.2.3. The Kenya Airports Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Schedule of Requirements
   v) Details of service
   vi) Form of tender
   vii) Price schedules
   viii) Contract form
   ix) Confidential business questionnaire form
x) Tender security form  
xi) Performance security form  
 xii) Declaration form  

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

2.4 Clarification of Documents  
2.4.1. A prospective candidate making inquiries of the tender document may notify the Kenya Airports Authority in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. The Kenya Airports Authority will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Airports Authority. 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 who have received the tender documents.

2.4.2. The Kenya Airports Authority 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.

2.5 Amendment of documents  
2.5.1. At any time prior to the deadline for submission of tenders, the Kenya Airports Authority, 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender  
2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Airports Authority, shall be written in English language. 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.

2.7 Documents Comprising the Tender  
The tender prepared by the tenderer shall comprise the following components:
(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
(c) Tender security furnished is in accordance with Clause 2.12
(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by the Kenya Airports Authority within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Airports Authority’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.
2.12  **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The Tender Security shall be **Kshs.600,000.00** (Six Hundred Thousand).

2.12.3 The tender security is required to protect the Kenya Airports Authority against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.8.

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the PPRA.

d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Kenya Airports Authority as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer’s security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Airports Authority.

2.12.7 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Airports Authority 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 26

   or

   (ii) To furnish performance security in accordance with paragraph 27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13  **Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Airports Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Airports Authority as non-responsive.
2.13.2 In exceptional circumstances, the Kenya Airports Authority 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 2.12 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.

2.14 Format and Signing of Tender

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

2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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. The inner and outer envelopes shall:

(a) Be addressed to the Kenya Airports Authority at the address given in the invitation to tender
(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 30th May, 2019 at 11.00 am local time.”

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Kenya Airports Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Airports Authority at the address specified under paragraph 2.15.1 no later than 30th May, 2019 at 11.00 am local time.

2.16.2 The Kenya Airports Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph
6, in which case all rights and obligations of the Kenya Airports Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Kenya Airports Authority as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 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 Kenya Airports Authority prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.8.

2.17.5 The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya Airports Authority 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.

2.18 **Opening of Tenders**

2.18.1 The Kenya Airports Authority will open all tenders in the presence of tenderers’ representatives who choose to attend, at (day, date and time of closing) and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 Kenya Airports Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kenya Airports Authority will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request.
2.19 Clarification of tenders
2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Airports Authority 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Kenya Airports Authority in the Kenya Airports Authority’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20 Preliminary Examination and Responsiveness
2.20.1 The Kenya Airports Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 The Kenya Airports Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Kenya Airports Authority 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 Kenya Airports Authority’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Airports Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency
2.21.1 Where other currencies are used, the Kenya Airports Authority will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.
2.22 Evaluation and comparison of tenders.

2.22.1 The Kenya Airports Authority will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Kenya Airports Authority’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
   (a) Operational plan proposed in the tender;
   (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluant methods will be applied:
   (a) Operational Plan.
   The Kenya Airports Authority requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya Airports Authority’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 on a 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 Kenya Airports Authority may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.7 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.

2.23 Contacting the Kenya Airports Authority
2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya Airports Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Kenya Airports Authority in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract
a) Post qualification

2.24.1 In the absence of pre-qualification, the Kenya Airports Authority 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.

2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Kenya Airports Authority deems necessary and appropriate.

2.24.3 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 Kenya Airports Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.26 the Kenya Airports Authority will award the contract to the successful tenderer 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.

2.24.5 The Kenya Airports Authority 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 Kenya Airports Authority’s action. If the Kenya Airports Authority determines that none of the tenderers is responsive; the Kenya Airports Authority shall notify each tenderer who submitted a tender.

2.24.6 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.

2.25 Notification of award
2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Airports Authority pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, the Kenya Airports Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract
2.26.1 At the same time as the Kenya Airports Authority notifies the successful tenderer that its tender has been accepted, the Kenya Airports Authority will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Airports Authority.

2.26.3 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.

2.27 Performance Security
2.27.1 Within thirty (30) days of the receipt of notification of award from the Kenya Airports Authority, 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 Kenya Airports Authority.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Airports Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices
2.28.1 The Kenya Airports Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Kenya Airports Authority 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.

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Particulars of eligible tenderers: Firms providing maintenance services for Baggage Handling System.</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Price to be charged for tender documents. <strong>Kshs.1,000.00</strong> for those who purchase the tender document directly and free for those who download the document</td>
</tr>
<tr>
<td>2.10</td>
<td>Particulars of other currencies allowed. <strong>None</strong></td>
</tr>
<tr>
<td>2.11</td>
<td>Particulars of eligibility and qualifications documents of evidence required. <strong>Please see Mandatory requirements on 2.22 below</strong></td>
</tr>
<tr>
<td>2.12.1</td>
<td>Particulars of tender security if applicable. <strong>Kshs.600,000.00</strong> (Six Hundred Thousand only) valid for 150 days from the tender opening date.</td>
</tr>
<tr>
<td>2.12.4</td>
<td>Form of Tender Security: <strong>The tender Security shall be in form of a Guarantee from a reputable Bank, or an Insurance Company approved by PPRA</strong></td>
</tr>
<tr>
<td>2.13</td>
<td>Validity of Tenders <strong>120 days from the tender opening date.</strong></td>
</tr>
<tr>
<td>2.14.1</td>
<td>Copies of Tender Documents to be Submitted: <strong>An original and one (1) copy.</strong></td>
</tr>
</tbody>
</table>
| 2.16.1                    | Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The Kenya Airports Authority’s Headquarters, 2nd floor, Procurement Office and be addressed to: **The Managing Director**  
Kenya Airports Authority  
P. O. Box 190001 - 00501  
NAIROBI |
| 2.16.3                    | Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Office, KAA HQ 2nd Floor. |
| 2.20.2                    | Arithmetic error correction will not change contract price. 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 (PPAD Act 2015, Section 82). |
### Evaluation and comparison of Tenders:
The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

#### a) Mandatory Requirements (MR)

The following requirements must be met by the tenderers:

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Responsive or Non-Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1</td>
<td>All Tenderers shall fill in the following Standard Forms:</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>- Qualification information,</td>
<td></td>
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<td></td>
<td>- Tender Questionnaire,</td>
<td></td>
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<td></td>
<td>- Confidential Business Questionnaire and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Details of Sub-contractors (if any).</td>
<td></td>
</tr>
<tr>
<td>MR2</td>
<td>Submission of a valid registration certificate issued by the National</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>Construction Authority (NCA) for category NCA 3 and above for specialized</td>
<td></td>
</tr>
<tr>
<td></td>
<td>works category.</td>
<td></td>
</tr>
<tr>
<td>MR3</td>
<td>Copy of Registration/incorporation certificate.</td>
<td>Must Meet</td>
</tr>
<tr>
<td>MR4</td>
<td>Copy of valid CR12. Where one or more of the shareholders is a company</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>(beneficial ownership), the CR12 of such a company shall be provided.</td>
<td></td>
</tr>
<tr>
<td>MR5</td>
<td>Manufacturer’s Letter of Authorization with respect to repairs and</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>maintenance as detailed in Scope of Services.</td>
<td></td>
</tr>
<tr>
<td>MR6</td>
<td>A copy of valid Tax Compliance Certificate.</td>
<td>Must Meet</td>
</tr>
<tr>
<td>MR07</td>
<td>Proof of access to liquid assets or capacity to have a minimum cash flow</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>of Kshs. (Thirteen Million) 13 million. Evidence shall be in form of</td>
<td></td>
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<tr>
<td></td>
<td>current bank statement (not later than three months), bank Letters of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Credit specific to this tender, cash in hand or bank overdraft facilities.</td>
<td></td>
</tr>
<tr>
<td>MR8</td>
<td>Submission of Tender security in the prescribed format of Kshs. 600,000</td>
<td>Must Meet</td>
</tr>
<tr>
<td></td>
<td>valid for 150 days from the tender opening date.</td>
<td></td>
</tr>
<tr>
<td>MR9</td>
<td>Duly filled self-declaration form</td>
<td>Must Meet</td>
</tr>
<tr>
<td>MR10</td>
<td>Copy of Valid business permit issued by county of operation</td>
<td>Must Meet</td>
</tr>
</tbody>
</table>
**b) Technical Requirements (TR)**

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirements</th>
<th>Max. Score</th>
</tr>
</thead>
</table>
| TR1 | Bidders experience in similar services.  
  - 3 projects on going or successfully completed within the last 10 years, each with traffic of at least 3 million **9 points**  
  - Provide names, addresses and contact persons of at least three clients that can demonstrate your experience in the last three years on similar nature of assignments **6 points**  
  (Attach Proof or evidence of such contracts e.g. LPO/LSO, letters of award or contract agreements for each client).                                                                 | 15         |
| TR2 | Must have **qualified employees**, with relevant work experience (attach CV and copies of technical/professional certificates from recognized institution of higher learning):  
  a) **Team Leader/Project Manager**  
     **Academic qualification:** BSC in Mechanical Engineering or other relevant Technical degree **3 points**  
     **Valid Registration** with Engineering Board of Kenya or equivalent from bidder country **3 points**  
     **Specific experience** 10 specific experience in maintenance of electrical systems **4 points**  
  b) **BHS Technician**  
     **Academic qualification:** High National Diploma in electromechanical Engineering or other relevant and certification from accredited body **3 points**  
     **Specific experience**: 7 years **4 points**  
  c) **1 no-Low Voltage Technician**  
     **Academic qualification:** High National Diploma in Electrical Engineering or in related field **2 points**  
     **valid License** from ERC –Class B1 and above **2 points**  
     **specific experience** : 7 years’ **3 points**  
  d) **1no-Electronics Technician**,  
     **Academic qualification:** Diploma in Electronics or in related field **3 points**  
     **Specific experience**: 7 years specific experience **4 points**  
| TR3 | Proof of ownership, lease or hire of specialized maintenance tools:  
  - Bearing puller **2 points**  
  - A-frame 5 with chain block tonnes **2 points**  
  - Multi tester **2 points**  | 10         |
<table>
<thead>
<tr>
<th>No.</th>
<th>Requirements</th>
<th>Max. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Belt tensioner - <strong>2 points</strong></td>
<td></td>
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<tr>
<td></td>
<td>• Electro Mechanical <strong>assorted tool box - 2 points</strong></td>
<td></td>
</tr>
<tr>
<td>TR4</td>
<td>Work plan, Methodology and structure</td>
<td><strong>25</strong></td>
</tr>
<tr>
<td></td>
<td>• Proposals on Staffing and Organization structure for the project - <strong>5 points</strong></td>
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</tr>
<tr>
<td></td>
<td>• Work Plan based on scope of services - <strong>6 points</strong></td>
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</tr>
<tr>
<td></td>
<td>• Methodology to achieve the project objective. In particular, detailed method statements shall be submitted for the following:</td>
<td></td>
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<tr>
<td></td>
<td>➢ Working sequence and method of equipment maintenance - <strong>points</strong></td>
<td></td>
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<tr>
<td></td>
<td>➢ Methods to be adopted to mitigate environmental nuisance - <strong>3 points</strong></td>
<td></td>
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<tr>
<td></td>
<td>➢ Assurance of safe area around each section under maintenance - <strong>3 points</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Investigation/ assessment for procedure of existing services and utilities - <strong>4 points</strong></td>
<td></td>
</tr>
<tr>
<td>TR5</td>
<td>Knowledge transfer and on the job training for KAA technicians</td>
<td><strong>10</strong></td>
</tr>
<tr>
<td></td>
<td>• Training program - <strong>2 points</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Training content - <strong>4 points</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Qualified training staff - <strong>4 points</strong></td>
<td></td>
</tr>
<tr>
<td>TR6</td>
<td>The tenderer shall have a minimum average annual turnover of at least Kenya Shillings <strong>fifty million (Kshs. 50,000,000)</strong> 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”.</td>
<td><strong>10</strong></td>
</tr>
<tr>
<td></td>
<td>The Audited accounts must indicate the name of Auditor and ICPAK Practicing Number on all the Audited Accounts <em>(in case of a joint venture, the lead partner (the company) who will sign the contract must submit)</em>.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Points will be prorated for each year submitted that meets the minimum requirements)</em></td>
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</tr>
<tr>
<td></td>
<td>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</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Only bidders who score 70% and above will be subjected to financial evaluation.

Bidders who score less than the minimum score of 70 marks shall be disqualified and not evaluated further.

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

c) Financial Evaluation
All bids that meet 70% and above under technical evaluation shall be subjected to financial evaluation. Award will be to the lowest evaluated bidder.
SECTION C: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS
3.1 Definitions
3.2 Application
3.3 Standards
3.4 Patent Rights
3.5 Performance security
3.6 Inspections and tests
3.7 Payment
3.8 Prices
3.9 Assignment
3.10 Termination for default
3.11 Termination for insolvency
3.12 Termination for convenience
3.13 Resolution of disputes
3.14 Governing language
3.15 Force majeure
3.16 Applicable law
3.17 Notices
3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Kenya Airports Authority 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 Services” means services to be provided by the Contractor including materials and incidentals which the tenderer is required to provide to the Kenya Airports Authority under the Contract.

d) “The Kenya Airports Authority” means the organization sourcing for the services under this Contract.

e) “The Authority” means Kenya Airports Authority

f) “The Contractor” means the individual or firm providing the services under this Contract.

g) “GCC” means general conditions of contract contained in this section

h) “SCC” means the special conditions of contract

i) “Days” are calendar days;

j) “Months” are calendar months.

k) “Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

l) “Site” means the place or places where the Services are to be carried out.

m) “KAA’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

n) “Specification” means the Specification of the Services included in the Contract.

o) “Agreement” means this Agreement made between Kenya Airports Authority and the Contractor including the First and second schedules and other documents forming the Agreement;

p) “Effective Date” means the date that the services shall commence as stipulated in the Agreement.

q) “Party” means either KAA or the Contractor

r) “Both Parties” means KAA and the Contractor

s) “Rates” means the costs and charges of the services the Contractor shall provide to KAA; as provided for in the Second Schedule of this Agreement;

t) “Provision of Baggage Handling Services Maintenance Services” means the Provision of Baggage Handling Services Maintenance Services, that will be provided to KAA by the Maintenance Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KAA from time to time;

u) “Duties” means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KAA as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.
3.2 **Application**
These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 **Standards**
3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 **Patent Right’s**
The tenderer shall indemnify the Kenya Airports Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 **Performance Security**
3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Kenya Airports Authority with the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Kenya Airports Authority as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya Airports Authority and shall be in the form of:
   a) Cash.
   b) A bank guarantee.
   c) Such insurance guarantee approved by the Authority.
   d) Letter of credit.

3.5.4 The performance security will be discharged by the Kenya Airports Authority and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

3.6 **Inspections and Tests**
3.6.1 The Kenya Airports Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Airports Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its Subcontractor(s). If conducted on the premises of the tenderer or its sub-Contractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Airports Authority.
3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Airports Authority may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Airports Authority.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the Kenya Airports Authority that services have been offered.

3.8 Prices
Prices charged by the Contractor for services performed under the Contract shall not vary from the prices provided by the tenderer in their tender or in the Kenya Airports Authority’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment
The tenderer shall not assign, in whole or in part, its obligations to perform under this contract except with the Kenya Airports Authority’s prior written consent.

3.10 Termination for Default
The Kenya Airports Authority 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Airports Authority.
   b) if the tenderer fails to perform any other obligation(s) under the Contract.
   c) if the tenderer, in the judgment of the Kenya Airports Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Kenya Airports Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Airports Authority for any excess costs for such similar services.

3.11 Termination of insolvency
The Kenya Airports Authority may at any time terminate the contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that
such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Airports Authority.

3.12 Termination for convenience
3.12.1 The Kenya Airports Authority by written notice sent to the Contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Airports Authority convenience, the extent to which performance of the Contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Kenya Airports Authority may elect to cancel the services and pay to the Contractor on an agreed amount for partially completed services.

3.13 Resolution of disputes
The Kenya Airports Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language
The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

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

3.16 Applicable Law.
The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Notices
Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address as may be specified by both parties.
A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION D. SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the conditions of contract and the special conditions of contract, the provision herein shall prevail and supersede over those in the general conditions of contract.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
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</thead>
<tbody>
<tr>
<td>3.3.1</td>
<td>This contract shall be for a period of 3 years.</td>
</tr>
<tr>
<td></td>
<td>This contract is for Provision of Maintenance Services for Baggage Handling System (BHS) at Jomo Kenyatta International Airport.</td>
</tr>
<tr>
<td></td>
<td>This includes all similar equipment under warranty and any other purchased during the existence of the contract.</td>
</tr>
<tr>
<td></td>
<td>In cases where critical equipment under this contract is taken for repair, overhaul, service or maintenance, a temporary replacement shall be provided beforehand for use. The cost of provision of the stop gap shall be based on the day work rate in the pricing schedule.</td>
</tr>
<tr>
<td></td>
<td>The Authority shall inform the Contractor of new acquisitions for inclusion under this contract. New equipment will be purchased with its own warranty and SLA; the equipment will be included in this contract on expiry of the SLA. The cost of maintenance of the additional equipment will be based on applicable rates in the pricing schedule.</td>
</tr>
<tr>
<td>3.5</td>
<td>The performance security SHALL be 10 % of the Contract sum; valid for the contract period</td>
</tr>
<tr>
<td>3.7</td>
<td>When the supplier through omission or commission fails to provide CRITICAL support within the time set for the provision of the CRITICAL support (as defined in the TECHNICAL DESCRIPTION attached to Section VI hereto), a penalty calculated at KShs.5,000 per hour of the delay up to a maximum of KShs.250,000 shall be payable. This shall be discounted via credit note issued by the Contractor against future invoices payable to Contractor.</td>
</tr>
<tr>
<td></td>
<td>When the supplier through omission or commission fails to provide MAJOR support within the time set for the provision of MAJOR support in the MTTR (as defined in the TECHNICAL DESCRIPTION attached to Section VI hereto), 6 hours from the time of reporting of the failure a penalty calculated at KShs.5,000 per hour of the delay up to a maximum of KShs.250,000 shall be payable. This shall</td>
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<tr>
<td>General conditions of contract reference</td>
<td>Special conditions of contract</td>
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<td></td>
<td>be discounted via credit note issued by the Contractor against future invoices payable to the Contractor.</td>
</tr>
<tr>
<td></td>
<td>When the supplier through omission or commission fails to avail a replacement equipment within 1 day from the time of reporting the failure penalty calculated at KES 100,000 per day of the delay</td>
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<td></td>
<td>It is clarified that the total amount of the aforesaid penalties shall not exceed, and be up to a maximum of, 10% of the SLA contract value pursuant to Annex VIII – Price Schedule &amp; services attached hereto. This shall be discounted via credit note issued by Contractor against future invoices payable to Contractor.</td>
</tr>
<tr>
<td>3.8</td>
<td>The monthly Contractor invoice value less credit notes produced by Contractor where applicable, shall determine the value of the monthly payments to Contractor. Payments from the Authority to Contractor shall be paid in arrears in each month for the previous month and shall be effected as follows:</td>
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<tr>
<td></td>
<td>1. Contractor shall deliver to the Authority, 7 days after the applicable month, an invoice stating the payable amount.</td>
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<tr>
<td></td>
<td>2. Within 30 days of receipt of the applicable invoice, the Authority shall pay to Contractor the applicable monthly payment</td>
</tr>
<tr>
<td></td>
<td>Variation shall be based on Consumer Price Indices (CPI) obtained from Kenya National Bureau of Statistics. Variation shall be applicable 12 months after the commencement if the Contract. The Baseline shall be 28 days before bid opening.</td>
</tr>
<tr>
<td>3.13</td>
<td>Resolution of disputes shall be through mediation and if the dispute shall not be resolved within 14 days thereafter shall be referred for arbitration. Appointment of an Arbitrator shall be in accordance with provisions of the Arbitration Act Cap 49 of the Laws of Kenya.</td>
</tr>
<tr>
<td>3.16</td>
<td>Applicable laws shall be the laws of Kenya</td>
</tr>
</tbody>
</table>

**THE AUTHORITY RESPONSIBILITIES**

**Site and Equipment Access.** The Authority will provide Contractor access to the equipment covered under support; and adequate working space and facilities within a reasonable distance of the equipment; access to and use of information, customer resources, and facilities as reasonably determined necessary by Contractor to
<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
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</thead>
<tbody>
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<td>service the equipment. The Contractor shall meet the cost of access toll charges, Parking and airside security passes</td>
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<td><strong>Hardware Support: Compatible Cables and Connectors.</strong> The Authority will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer’s operating manual.</td>
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<td><strong>Temporary stop gaps.</strong> The Authority will be responsible for the approval of implementation of temporary procedures or stop gaps provided by Contractor while Contractor works on a permanent solution when necessary.</td>
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<td><strong>Authorized Representative.</strong> The Authority will have a representative present when Contractor provides support at the KAA site.</td>
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<td><strong>Equipment List.</strong> Upon submission of a list of all equipment under support including the location of the equipment, serial numbers, the Contractor’s designated system identifiers (supplied by contractor) and any other relevant information. KAA will maintain and update the list as when necessary.</td>
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<td><strong>Service Center Designated Callers.</strong> The Authority will identify a reasonable number of callers, as determined by the Authority (“Designated Callers”), who may access Contractor’s customer Support call centers (“Service Centers”) or online help tools if any. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Service Centers may provide support in English or local languages, or both.</td>
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<td>3.12</td>
<td><strong>CONTRACTOR RESPONSIBILITIES</strong></td>
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<td><strong>Site Access.</strong> Contractor will notify the Authority of the need to access any Authority Data Centre or equipment.</td>
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<td><strong>Incident Report.</strong> Contractor will provide to the Authority a written report of any service impacting incidents logged with the Contractor Call /Service Centre.</td>
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<td>Repair and maintenance services of the equipment shall be carried out on-site except where there is need to send an equipment to the manufacturer; in this case then Contractor will have to seek written</td>
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authority from KAA to send the equipment out of the country or to an external site outside KAA.

Contractor shall act and ensure that any and all failures of all the equipment under maintenance are remedied as per the Service Level Agreement for each equipment.

**Contractors’ Staff:**
The Contractor shall provide the required adequate staff.

The Contractor shall avail the services of qualified professional and one Helpdesk staff on call based at the KAA, JKIA. The engineers will be appointed solely by Contractor and shall remain employees of the Contractor for the provision of services that are the subject of this tender.

Contractors Engineers & Technicians will be trained on airside driving skills at Contractors cost

All Contractors staff must have approved identification cards bearing the company name, the personnel passport photograph, Uniform and expiry date of the company identification card.

### 3.13 Equipment Subject to the Agreement

i. This Agreement applies to all and any of the equipment set out in the Equipment Schedule, provided always and it is hereby agreed that in the event that the Client shall have acquired additional equipment, the said Schedule shall be amended at the instance of the Client by way of an addendum to include the acquired equipment and, with notice to the Supplier, the fees provided for under Price Schedule herein above shall be revised by mutual agreement so that the cost of maintenance thereof is provided for.

ii. In the event that the Client shall have disposed of or otherwise boarded off all or some of such equipment as are contained in Section the Equipment Schedule, the said Schedule shall be amended by way of addendum, and the fees provided for in the price schedule herein above, shall be revised by mutual consent of the parties hereto so that the cost of maintenance thereof is reduced.
### General conditions of contract reference

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<td>iii.</td>
<td>It is further agreed that all the equipment to be supplied by Contractor and storage in the Authority's premises or else ware, shall be and remain the exclusive property of Contractor until any such equipment is delivered and installed in the Authority's systems and/or sites.</td>
</tr>
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### Special conditions of contract

#### Eligibility
 Contractor’s service, support and warranty commitments do not cover claims resulting from:

1. Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
2. Abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, *theft* or other causes beyond Contractor’s control.

#### 3.17
For Notices, the address of the Authority shall be:

MANAGING DIRECTOR,  
KENYA AIRPORTS AUTHORITY  
P.O BOX 19001-00501  
NAIROBI  
**Email:** [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).
SECTION E: SCOPE OF WORKS

SECTION VI DESCRIPTION OF SERVICES

6.0 DESCRIPTION OF MAINTENANCE SERVICES ON BAGGAGE HANDLING SYSTEMS AT JOMO KENYATTA INTERNATIONAL AIRPORT

6.1 INTRODUCTION

The Kenya Airports Authority (the Airports Authority) is responsible for the operation, Maintenance and repair of the Baggage Handling Systems (BHS) at Jomo Kenyatta International Airport. The areas of the Terminals 1A, 1E and T2 and the layout of the related BHS are illustrated in Appendix “B” of this document.

The Arrivals and Departures Baggage Handling Systems (BHS) at Jomo Kenyatta International Airport are categorized between two (2) separate areas of Terminal 1A, one (1) area of the Terminal 1E (Arrivals only) and two (2) areas of Terminal 2 as follows:

6.1.1 Terminal 1A Departures: Installed by Vanderlande Industries
   a) **Check-in counters 1 to 16**, which encompasses all of the group of counters designated as check-in West Departures BHS at T1A
   b) **Check-in counters 17 to 30** which encompasses all of the group of counters designated as check-in East Departures BHS at T1A.
   c) **Sorter North and Sorter South** which encompasses all of the conveyors for automated sort system and baggage make-up carousels
   d) **Transfer 1 and Transfer 2 lines** for all transfer baggage

6.1.2 T1A Arrivals: Installed by Vanderlande Industries
   a) The arrival Concourse which includes the three conveyors for International arrivals baggage re-claim.
   b) Out of gauge conveyor.

6.1.3 T1E Arrivals - Installed by Vanderlande Industries
   The arrival Concourse which includes the five conveyors for International arrivals baggage re-claim.

6.1.4 T2 Arrivals: Installed by Daifuku Logan
   The arrival Concourse which includes the two conveyors for International arrivals baggage re-claim.

6.1.5 T2 Departures Check-in counters 1 to 24: Installed by Daifuku Logan
encompasses all of the group of counters designated as Departures BHS at T2. The operation, maintenance and repair of these systems is included in the scope of this SPECIFICATION.

6.1.6 This SPECIFICATION and accompanying appendices are intended to generally outline the Terminal 1A, T1E and T2 baggage handling systems, their related configurations and associated functions.

6.1.6.1 The above referenced Terminal 1A, T1E and T2 baggage handling systems at Jomo Kenyatta International Airport are recently installed.

6.1.6.2 It is the responsibility of the O&M Contractor to become familiar with the existing systems and proposed to provide the specified operation, maintenance and repair services on the existing. The enclosed drawings are intended to illustrate the BHS areas within the different levels of the Terminal 1A, T1E and T2, and generally outline the conveyor system configuration; the referenced conveyor line right-of-way are presented as approximations for reference purposes.

6.1.7 SUMMARY OF WORK

6.1.7.1 The contract period shall be 3 years.

6.1.7.2 This SPECIFICATION requires 24 hours a day, 7 days a week operation, corrective and preventive maintenance services, with associated operational and maintenance reporting services for the above referenced Terminal 1A, T1E and T2 Baggage Handling Systems at Jomo Kenyatta International Airport, that shall be provided in accordance to industry standards, best commercial practices and assure a safe, efficient and practical operations and maintenance program, consistent with the intended design and usage of the respective BHS as acceptable to the Airports Authority.

6.1.7.3 The Operations and Maintenance (O&M) Contractor shall provide all labor, materials, tools, parts, supplies, lubricants, equipment, transportation and supervision required for implementing the O&M services that are defined by this SPECIFICATION, including but not limited to all required testing and troubleshooting of system equipment/components to determine and correct any fault conditions.

6.1.7.4 The inventory of system spare parts shall be replenished as used by the O&M Contractor. The Airports Authority will reimburse the actual cost of the parts.

6.1.7.5 The requirements of this SPECIFICATION are a combination of minimum operational and technical requirements and performance requirements.

6.1.7.6 The terms of these requirements are intended to consist of one (1) three-year base period with the option to extend for additional one-year period subject to satisfactory performance.
6.1.8 DESCRIPTION OF SYSTEMS

The information in this section provides a summary-level description of the pertaining baggage handling systems (BHS) that are directly related to the Jomo Kenyatta International Airport Terminals 1A, T1E and T2 and shall be covered under the base services of this operation and maintenance contract. Additional details of these systems are provided in Appendices “B” and “C”.

6.1.8.1 Terminal 1A Departures BHS for Check-in East (counters 1 to 16)
This system consists of sixteen (15) check-in counters, that feed an automated sort system and two manuals encode stations for baggage sortation through sorter north and sorter south to four (4) inclined-carousels for baggage make-up on the airside.

6.1.8.2 Terminal 1A Departures BHS for Check-in West (counters 17 to 30)
This system is similar to that for check-in east above and also consists of fifteen (15) check-in counters that feed an automated sort system and two manual encode stations for baggage sortation through sorter north and sorter south to four (4) inclined-carousels for baggage make-up on the airside.

6.1.8.3 Terminal 1A Arrival BHS
This system consists of three (3) inclined-plate Claim carousels that are remotely fed by their respective conveyor lines.

6.1.8.4 Terminal 1E International Arrivals BHS

6.1.8.5 Terminal 2 International Arrivals out of gauge BHS
The existing IAB arrivals BHS also includes one out of gauge conveyor line and automated sort system.

6.1.8.6 Terminal 2 International Departures BHS
DEFINITIONS

AIRPORT - Jomo Kenyatta International Airport.
AOA - Aircraft Operation Area - The portion of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. This is a security area requiring security passes. Workers in this area are required to obtain and display a KAA/JKIA photo ID security pass. Drivers in this area are required to obtain an Airside Driving Permit after they have attended a Safety awareness training conducted by the Airport.
ATR - Automatic Tag Reader, the laser scanner array that scans barcode format baggage tags.
AIRPORTS AUTHORITY - The Kenya Airports Authority
AIRPORTS AUTHORITY WORK HOURS – 24 hrs a day, 7 days a week.
AIRPORT ENGINEER - The Engineer in charge of all Engineering maintenance and operations at JKIA and the Contracting Officers Technical Representative in this contract.
BAGGAGE HANDLING SYSTEM (BHS) - Shall mean all BHS related structures, mechanical and electrical equipment and components that are associated with the specified conveyor lines of the facility, including all types of check-in collection conveyors, check - in counter check-in weighing scales, door hatches, runouts/laterals, load/unload conveyors, transport conveyor segments, power turns, merges, inclined plate baggage claim and make-up devices, high-speed pusher diverter units, plow diverters, bag tag scanner arrays and manual encoding stations, fire/security doors, with associated Motor Control Panels, field control devices (e.g., photocells, limit switches, control stations/devices, audio/visual alarms and the like), motors, motor starters, disconnects, push buttons, including related BHS computers/PLCs, controls and control hardware and software, with management and support services required to operate and maintain the specified baggage handling systems as described by these Documents.
BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE CONTRACTOR - Shall be synonymous with Contractor, Equipment Maintenance Contractor, Baggage Maintenance Contractor, BHS Maintenance Contractor, and Operation/Maintenance Contractor and shall mean the firm or company that is responsible for the operation and maintenance of the specified conveyor equipment and systems described by these Documents.
BASE SERVICES - O&M Contractor shall perform all work and all documentation and reporting services on all equipment covered by this Contract as listed and as described in the Work specification and be paid, upon submission of an invoice, a lump sum payment of 1/12 of the total price in the Schedule.
BSM - Baggage Sortation Message, Message sent from airline computer system, via the Airport Arinc CUTE, to BHS computers.
BSO - Baggage Service Operator or BHS Control Room Operator
CBIS – Checked Baggage Inspection System
CBRA – Checked Baggage Reconciliation Area
CDP - The Airports Authority’s Capitol Development Program.
CLEAN - The absence of dirt, litter, debris, dust, surface marks, fingerprints, spills, oils, gum, grime, film, stains, streaks, spots, bag tags, blemishes, chemical residue, and/or any other foreign matter or chemical residue that cannot be removed without permanently damaging the underlying surface.
CONTRACT - The written agreement covering all services of the Contractor required by the Contract Documents, including the furnishing of labor, materials, and equipment in connection therewith.

THE CONTRACT DRAWINGS - the drawings referred to in this Work specification or the Contract.

CONTRACTING OFFICER - The person designated by the Airports Authority as its authorized representative for purposes of the Contract. This shall be the General Manager, Projects and Engineering Services

CONTRACTING OFFICER TECHNICAL REPRESENTATIVE - The technical representative for the Contracting Officer. Also the primary contact person for purposes of the Contract. This shall be the Airport Engineer, Jomo Kenyatta International Airport.

CONTRACTOR - The organization responding to the Invitation to Tender for the specified BHS Operation and Maintenance Services and who has entered into the contract with the Airports Authority.

CORRECTION - The elimination of a deficiency.

CORRECTIVE MAINTENANCE (CM) - Required corrective measures or repairs typically identified during a PM, inspection, system failure, or unusual circumstance adversely affecting the normal BHS operation. Corrective maintenance shall be performed on a priority basis as necessary to meet the required System Service Availability.

CMMS – Computerized Maintenance Management System

DAYS – Except as otherwise specified, all days shall be calendar days.

EDS – Explosive Detection System

EPA – Environmental Protection Agency

FIDS – Flight Information Display System. Display screens located at the departures and arrivals levels, which show departing and arriving flight information.

GENERAL MANAGER (PROJECTS & ENGINEERING SERVICES) – The Contracting Officer designated by Kenya Airports Authority as its authorized representative for the purposes of this contract.

HCS - Hazardous Communication Standard also known as “HAZCON”.

NBI - Jomo Kenyatta International Airport.

IATA – International Air Transportation Association

IPMP - Inspection and Preventive Maintenance Program

JOB SITE - The area within the Airports Authority’s property lines or portions of such area, which are defined within the Work specification.

LITTER - Debris, waste paper, beverage containers, dead birds, dead animals, and the like.

AE – Airport Engineer, Jomo Kenyatta International Airport, Engineering and Maintenance Department, Maintenance Engineering Division

MAINTAINED SYSTEMS - For simplicity purposes, this phrase refers to the systems for which this Work specification refers to, as they pertain to the schedules associated with this Work specification.

MAKE-UP DEVICE (MU) - Conveyor used in the bag rooms to hand sort baggage.

MCP - Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage system(s).

MEC - Manual Encoding Console. Console used to manually enter baggage data into BHS sortation computer, which also includes a hand-held scanner.

MDS - Maintenance Diagnostics System
KENYA AIRPORT AUTHORITY - BHS SYSTEM

KAA – See Kenya Airports Authority

KENYA AIRPORTS AUTHORITY (THE AIRPORTS AUTHORITY) - The public body responsible for the operation and management of Jomo Kenyatta International Airport.

MIS - Maintenance Information System

MSDS - Material Safety Data Sheet

NOTICE-TO-PROCEED (NTP) - A written form issued by the Contracting Officer that designates the commencement date for the work of the Contractor.

OSHA - Occupational Safety and Health Administration. The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.

OEM – Original Equipment Manufacturer

PERFORMANCE BOND – Bond covering all performance obligations of the Contractor or Subcontractor providing same.

PLC - Programmable Logic Controller, a microprocessor which controls BHS functions and operations.

PREVENTIVE MAINTENANCE (PM) - Scheduled cyclical maintenance of the BHS equipment and facilities performed to an acceptable standard, to the satisfaction of the Airports Authority, and in accordance with the approved Maintenance Schedule, Maintenance Standards, relevant codes of Practice/Standards, statutory regulations as well as good engineering practice and including regular inspection, servicing, cleaning, detection and correction of potential failures either before they occur or before they develop into major defects (imminent failures).

PRIMARY TERMINAL OPERATING HOURS - Jomo Kenyatta International Airport operates 24-hours a day, 7 days a week, 365 days a year (includes weekends and holidays).

QASP – Quality Assurance Surveillance Program

QUALITY CONTROL PROGRAM (QC) - A method used by the O&M Contractor to assure that quality services are provided to satisfy the Contract requirements.

QUALITY ASSURANCE (QA) - A means by which the Airports Authority is able to confirm that the quantity and quality of services received conformed to Contract requirements. These methods/procedures are not intended to aid the O&M Contractor in the performance of the Contract requirements and shall not be a substitute for Contract quality control.

RIGHT OF WAY – Catwalks and floors that provide access to the baggage handling systems.

SCHEDULE OF RATES - Shall mean any schedule included in the Contract, which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for execution of that work, and which may also include provisional items, provisional sums, quantities and prices.

SERVICES - Includes services performed, workmanship, and material furnished or utilized in the performance of services.

SPARE PARTS – Parts of the same or equal type and quality to the parts used in the production equipment used as replacement of the original part when such a part is replaced due to failure or for preventive maintenance.

STATE - Kenya

SUBSYSTEM - A set of conveyor segments and its related field elements (e.g., control stations, photocell, PLCs, MCPs, and the like), which is a system itself, and a part of the whole system.

SUPERVISOR - Supervises individuals and/or groups/teams of employees/subcontractors.
VANDALISM - Willful or malicious abuse and/or destruction of property.

VOC – Volatile Organic Chemical

VMUSE – A system at Jomo Kenyatta International Airports that concentrates the Baggage Source Messages from multiple airlines into a single interface.

WORK ORDER DESK - Unit that is primarily responsible for receiving, dispatching and tracking service requests. The telephone number at Jomo Kenyatta International Airport is +254 20 6611000, +254 20 6822111, +254722204063

In these written Specifications (unless inconsistent with the content or subject matter or unless a contrary intention otherwise appears) the following clarifications/definitions shall apply:

a) Words importing the singular include plural and words importing the plural include the singular.

b) Words importing persons include a partnership and a body corporate.

c) Words importing the masculine gender include the feminine and neuter genders.

d) Contract means this Deed of Agreement between the Airports Authority and the Contractor for the operation and maintenance of the BHS, together with all schedules, attachments, and other documents incorporated into this Contract, covering all services of the contractor as required by the contract documents, including the furnishing of labor, materials, and equipment in connection therewith.
6.2 BASE SERVICES

6.2.2 DESCRIPTION OF SERVICES

6.2.2.1 The Kenya Airports Authority’s goal for the Baggage Handling Systems is to provide safe, high quality, reliable and uninterrupted service to all Airlines and passengers and to achieve excellent customer satisfaction. The Kenya Airports Authority’s objectives to accomplish this goal in relation to the systems in this Work specification, are as follows:

a) To accomplish operation and maintenance functions of the BHS through a single service Contractor.

b) Excluding scheduled Preventive Maintenance and Vandalism outages, the Airports Authority’s goal is to achieve a baggage handling system availability of 98 percent measured on a daily basis.

c) To respond to all trouble calls and perform the necessary repair or action effectively and efficiently.

d) To establish and implement a quality control program that results in continuous improvement in system performance.

e) To know the operational status and functional performance of the BHS at all times.

f) To provide accurate and timely maintenance and repair activity documentation.

6.2.2.2 The O&M Contractor shall provide all supervision, manpower, tools, parts, supplies and lubricants necessary to perform all the services as described herein. This contract requires the O&M Contractor to provide fully qualified on-site personnel 24 hours a day, 7 days per week and 365 days per year.

6.2.2.3 These services shall include, but are not limited to, operation, full maintenance and repair services, preventive maintenance services and documentation of equipment activity and services performed on all Airports Authority owned and operated baggage handling systems as described in Appendix “B”.

6.2.2.3.1 The O&M Contractor shall also clean and maintain the right of ways of the Maintained Systems; this shall include all BHS related maintenance platforms.

6.2.3 RESPONSIBILITIES OF THE O&M CONTRACTOR

6.2.3.1.1 Responsible for the operation, maintenance and fault monitoring of the Maintained Systems in their entirety in a manner consistent with the original equipment manufacturer’s recommended guidelines, as summarized in the respective system Operations and Maintenance Manuals.

6.2.3.1.2 The O&M Contractor shall ensure that the Maintained Systems are operated and maintained consistent with all applicable local, national, and airport/aviation laws, codes and industry safety standards and assure a safe and efficient system for all personnel who operate, maintain or have access to it.

6.2.3.1.3 Responsible for all Maintained Systems preventive maintenance tasks.

6.2.3.1.4 Responsible for all Maintained Systems corrective tasks.
6.2.3.1.5 Responsible for 24-hour, 7-day-a-week response and rectification of all fault conditions of the Maintained Systems as described herein. The O&M Contractor response time to fault conditions shall not exceed 5 minutes.

6.2.3.1.6 Responsible for the procurement of all tools, parts, supplies, lubricant and any other items required to perform the services defined herein.

6.2.3.2 Responsible for sole accountability of O&M Contractor’s employees including interviewing, hiring, training, airport security passes, parking, taxes, payroll and the like.

6.2.3.3 Responsible for providing daily, weekly and monthly reports to the Airports Authority as described herein.

6.2.3.4 Take on the responsibility to cooperate in all respects with the airlines, the Kenya Civil Aviation Authority, Security agencies, the Airports Authority and/or their representatives. Preventive Maintenance and non-scheduled maintenance tasks shall be coordinated with and scheduled around the requirements of the user airlines’ and the Airport Authority’s operations and Engineering department.

6.2.3.5 Responsible for providing and maintaining all necessary vehicles, including, but not limited to scissor lifts, boom lifts, fork-lift trucks, and the like required for the maintenance of the baggage handling system.

6.2.3.6 Responsible for maintaining the Airports Authority-provided radio systems, which are to be returned to the Airports Authority at the end of the contract.

6.2.3.7 Responsible for maintaining 24 hours per day, 7 days per week, contact via Cellular telephone(s).

6.2.3.8 Responsible for acquiring the proper insurance and Airport permits for all vehicles that are at the site and used by the Contractor’s employees.

6.2.3.9 Responsible for procuring, storing and re-ordering spare parts as required for the maintenance of the Maintained Systems. Maintain a stock of spare parts as defined in Section IV, 06 items K. Take on the responsibility for proper storage of the spare parts and maintaining a clean and organized setting within the allocated spare parts storage space(s). Take on full responsibility to accurately record the spare parts purchases and the tracking of expended parts, as required for obtaining reimbursement from the Airports Authority.

6.2.3.10 Ensure that competitive prices are obtained for all parts. For a part procured more than once during a 6 month period, obtain 3 comparable quotes every 6 months and select the lowest cost quotes. For items not procured in the preceding 6 months, obtain 3 comparable quotes and select the lowest cost quote before ordering the part. Request written exemption from this requirement from the AIRPORT ENGINEER with the reasoning for the request for exemption if it is not possible or practical to obtain 3 quotes for a part.

6.2.3.11 For the purpose of this Work specification, ‘parts’ are considered all items that are replacements of items on the Maintained Systems. Items necessary in the process of executing the requirements of this Work specification that do not become part of the maintained systems are not considered parts and are not reimbursable by the Airports Authority. Examples of parts are: Lubricants, Bearings, Motors, Gearboxes, Conveyor belts, Sheaves, V-Belts, Photocells, Wiring, Switches, Pushbuttons and the like. Example of items that are not considered parts are:
Cleaning rags, tools, pens/paper, and fuel for site vehicle/s, uniforms, telephones and vehicles. Should the O&M Contractor seek reimbursements for parts other than those listed here the O&M Contractor must receive prior approval from the AIRPORT ENGINEER.

6.2.4 OPERATIONS

6.2.4.1 The O&M Contractor shall provide staffing for the Terminal 1A automated Departures sort system’s Manual Encoding Stations to monitor the automated sortation process and encode baggage that are not read by the automated bag tag readers. The O&M Contractor shall provide staffing as needed to support the operational demand for manual encoding in the systems.

6.2.4.2 The O&M Contractor shall provide appropriate staffing in the BHS Control Room and for the BHS operation. In relation to the Maintained Systems, the O&M Contractor shall provide personnel to address concerns and monitor the BHS computer equipment, software issues and to communicate with Jomo Kenyatta International Airport ICT and networking staff.

6.2.4.3 The O&M Contractor shall maintain a storage area provided by the Airports Authority for the storage of spare parts.

6.2.4.4 The O&M Contractor’s representative(s), including the Contract manager, supervisors and the on-site Mechanics, Electricians/Controls technician shall attend all meetings and any required system training sessions as required by the AIRPORT ENGINEER.

6.2.4.5 The O&M Contractor shall participate in meetings, coordinate with other parties as necessary and assist in the development of the BHS/CBIS Configuration Management Plan and Contingency Plan that are intended to be developed for the Maintained Systems. The O&M Contractor shall also participate and support testing of the Contingency Plan procedures that will be established for the Maintained Systems. A draft document that will be utilized to establish Configuration Management Plan is attached as Appendix “F”. A draft document that will be utilized to establish the Contingency Plan is attached as Appendix “G”.

6.2.4.6 BAGGAGE TRAY MANAGEMENT

a) The O&M Contractor shall collect the Baggage trays from the baggage make-up and claim areas and return them to their designated locations for operational use and/or safe and proper storage/staging. Empty Baggage trays shall be returned/recirculated to the user airlines’ check-in counter areas and arrivals unload areas on a regular basis to maintain a sufficient supply of Baggage trays for the daily operations.

b) At or near the end of each operational day, the O&M Contractor shall ensure that trays are neatly and safely stacked at all load points (e.g., behind each check-in position in the Departures Lobby, at arrivals load belts, transfer inputs, etc.) in preparation for the next operational day.

c) The O&M Contractor shall cooperate fully with airline baggage handlers and KAA security officers so as not to impede their operations while collecting and/or redistributing Baggage trays.
6.2.4.7 Fallback Operations

a) The O&M Contractor shall verify, on a daily basis and be ready to exercise/initiate any and all back-up or fallback modes or procedures at any time. This shall include (but is not limited to) verifying the availability of a sufficient stock of pre-printed Fallback/Pier tags as required to allow possible implementation on demand at any given time. Stock must be sufficient to ensure that stock cannot be depleted faster than it can be replenished if use were required for extended periods.

b) The initial stock will be purchased by the Airports Authority based on the recommendations of the O&M Contractor as well as other involved parties (e.g., BHS Original Equipment Manufacturer/Supplier, user airlines, etc.). The Contractor shall be responsible for restock (in a similar manner to spare parts purchases) as required to ensure continuous availability as described above and for distribution of Fallback tags as needed.

6.2.5 Preventive Maintenance Services

6.2.5.1 The reliability of the Maintained Systems and associated equipment highly depends on an effective maintenance program. The Maintained Systems shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent equipment breakdowns. The O&M Contractor is responsible for maintaining the Maintained Systems at a responsible level, consistent with the industry standards and the OEM’s recommendations.

6.2.5.2 The O&M Contractor’s preventive maintenance program shall consist of the following three parts:

a) Task and Frequencies
b) Schedule
c) PM Accomplishment Reporting

Task and Frequencies:
The O&M Contractor shall at a minimum perform all inspections and preventive maintenance tasks as defined in the ‘Operations and Maintenance Manuals’ (O&M Manuals) for the maintained systems. Upon the start of this Contract the O&M Contractor shall review the O&M Manuals for the various maintained systems and generate a single comprehensive ‘Inspection and Preventive Maintenance Program (IPMP) which defines the tasks (e.g. inspection, test, replacement) and intervals (e.g. daily, weekly, monthly, quarterly, annually) for each type of equipment (e.g. conveyor, turn, diverter, motor control panel) and general tasks (e.g. ‘end of day walkthrough’, cleaning).

The IPMP shall be submitted to the AIRPORT ENGINEER for review and approval. When equipment types are removed or added to the responsibility of the O&M Contractor the O&M Contractor shall update the IPMP and submit for the AIRPORT ENGINEER’s review and approval.

If the performance requirements are not met the O&M Contractor shall adjust the IPMP to decrease inspection intervals and increase preventive maintenance as
needed without additional cost (other than the cost of the spare parts) to the Airports Authority.

The O&M Contractor shall provide cleaning services of the BHS technical areas. BHS technical areas are non-public areas which are not occupied by the end users (i.e. KAA or airlines/ground handler personnel), which main purpose is the containment of BHS technical equipment. Operational areas, such as BHS Control Room(s), Satellite Workstations, baggage make-up areas and baggage input areas are cleaned by the Airports Authority Cleaning Contractor.

**Schedule:**

Based on the approved IPMP the O&M Contractor shall create a work schedule which determines when the inspections and preventive maintenance on each equipment/subsystem will be executed in order to meet the requirements of the IPMP. The work schedule shall be broken down to tasks per day and subsystem. The work schedule shall be prepared monthly and shall be submitted to the AIRPORT ENGINEER. The work schedule shall include provisions for time required to respond to corrective maintenance requirements. When corrective maintenance requirements occurs certain preventive maintenance tasks for particular days may be rescheduled, but all tasks shall still be completed within their scheduled month. All Preventive Maintenance tasks shall be performed during the operational ‘off-peak’ times, which may vary between the different systems within the Scope of Work.

**AIRPORT ENGINEER Notification of scheduled ‘Out of Service’ Events:**

The O&M Contractor shall, at the beginning of each shift, notify the AIRPORT ENGINEER of “Shift Activities” via e-mail of all units that the O&M Contractor intends to remove from service for preventive maintenance. The O&M Contractor shall include unit number, unit type, location, reason for unit being out of service, and estimated duration of outage.

**6.2.6 MINIMUM ATTENDANCE**

6.2.6.1 Irrespective of the performance requirements the O&M Contractor shall provide a minimum of one (1) staff in BHS control room at all times, one (1) Bag jammer and one (1) manual encode operator at T1A departure BHS during all operational periods. During the system peak operating period(s), the above referenced staff requirements for the Bag jammer and manual encode operator shall be doubled. The O&M Contractor shall include relief staff as needed to ensure continued coverage during primary staff break times.

6.2.6.2 A minimum of one (1) mechanic and one (1) electrical/PLC control technician shall be on-site at all time. These technicians shall perform preventive maintenance activities and should be available for corrective maintenance or repairs when needed.

6.2.6.3 The O&M Contractor shall determine the quantity and types of staff needed to meet the performance requirements of the Contract, taking the minimum requirements above into account.
6.2.7 CORRECTIVE MAINTENANCE SERVICES

6.2.7.1 Response to all equipment failures will be the responsibility of the O&M Contractor under Base Services.

6.2.7.2 The O&M Contractor shall remove from service immediately any piece of equipment covered by this Contract that is not operating in compliance with the code, or presents a safety hazard to users and shall notify the AIRPORT ENGINEER immediately.

6.2.7.3 When deficiencies are found, the O&M Contractor shall immediately proceed to repair and/or correct the deficiencies. If a piece of equipment is required to be removed from service for any reason other than a Code/Safety deficiency, the O&M Contractor shall coordinate the removal of the equipment from operation in advance in writing with the Airports Authority.

6.2.7.4 In the event of catastrophic equipment failure, the O&M Contractor shall immediately follow lockout/ tag out procedures and inform the Airports Authority.

6.2.7.5 The O&M Contractor shall notify the AIRPORT ENGINEER of “Equipment Status” via email of all units that have been placed out of service daily. The O&M Contractor shall include unit number, location and reason for unit being out of service, what date and time the out of service status began and the estimated duration of outage.

6.2.8 HIGH LEVEL CONTROL SYSTEMS MAINTENANCE

6.2.8.1 The O&M Contractor shall be responsible for the performance and all maintenance of the BHS control hardware (servers, workstations, network equipment and the like). The O &M Contractor’s specialist personnel on the control hardware shall be available 24/7 and have a maximum 30 minutes response time from notification to arrival at the job site.

6.2.8.2 The O&M Contractor shall engage, manage and be responsible for the performance of their control specialist for all maintenance of the BHS High Level Control software (e.g. operating systems, BHS applications, antivirus and the like). The specialist personnel shall have a maximum 30 minutes response time via remote support (dial-in, VPN or similar solution) and 24 hours onsite to make immediate recommendations and assist the AIRPORT ENGINEER and the O&M Contractor to return the system to a fully online state in the shortest possible time frame.

6.2.8.3 The O&M Contractor shall coordinate all activities of any 3rd party specialist service providers to ensure that any preventive maintenance is carried out during non-operational hours to minimize risk to ongoing operations. Where possible the O&M Contractor shall coordinate the process for any 3rd party specialist service providers to obtain Airside Operational Area security credentials or provide escorts when needed.

6.2.8.4 The O&M Contractor shall notify the AIRPORT ENGINEER of all scheduled and unscheduled work by any 3rd party specialist service providers. Any work by the 3rd party specialist service providers during operational hours shall require express permission from the AIRPORT ENGINEER before commencing.

6.2.8.5 For any software and/or firmware patches and/or upgrades the O&M Contractor and 3rd party specialist service provider shall determine if the software and/or firmware patch and/or upgrade is necessary for the successful operation of the Maintained System and make a recommendation to the AIRPORT ENGINEER for the AIRPORT ENGINEER’s review and confirmation prior to executing the work. A full back-up of the BHS servers...
shall be performed prior to ANY application of a software and/or firmware patch and/or upgrade.

6.2.8.6 Where BHS High Level Control systems are still under warranty no 3rd party specialist service providers are required. In such cases all the above requirements for coordination by the O&M Contractor in respect to the services provided by the 3rd party specialist service providers then apply to the coordination of the O&M Contractor in respect to the services provided by the warranty provider(s).

6.2.8.7 The O&M Contractor shall provide evidence of agreements with the 3rd party specialist service providers prior to commencing the work under this Contract and shall maintain these agreements (or replace the agreements with new agreements without loss of coverage for any duration of time) for the duration of this Contract. Upon request by the AIRPORT ENGINEER the O&M Contractor shall provide evidence that the agreements are in place and active.

6.2.9 **BHS/CBIS OPERATIONAL PERFORMANCE REQUIREMENTS**

6.2.9.1 The O&M Contractor shall be responsible for maintaining an average sub-system availability of not less than ninety-eight per cent (98%) calculated on a **weekly basis** and based on the scheduled operating time of the systems. The Contractor shall take on the responsibility to dutifully execute the Scope of Work as defined and meet or exceed the system performance requirements (on a daily average basis) for conveyor line throughput rates, scanner read rates, tracking and sortation accuracy and overall system availability.

6.2.9.2 **Availability**

The Contractor acknowledges and agrees that the BHS will be used by the user Airlines (seven days a week, every week of the year, **twenty four (24) hours a day** and the user Airlines will continue to carry out their normal operations in relation to the BHS throughout the Term.

1) The Contractor covenants and agrees to carry out and perform its covenants, obligations, duties and responsibilities under this Agreement in the least intrusive manner possible so as to minimize any effect upon, disruption to, interference with or interruption of:
   a) The user Airlines’ use and operation of the BHS.
   b) The user Airlines’ activities which are related to or connected with such operation and use.
   c) Any of the Airports Authority’s existing facilities and ongoing operations or other operations located in the area adjacent to the BHS.

2) Reliability requirements of each sub-system shall be measured in terms of “**Availability**” (A) of each sub-system. Availability of each sub-system is determined from the following definitions and formula.

3) **Failure**: A failure is defined as any malfunction of a sub-system component, assembly, or subassembly, which stops normal operations. A failure shall be charged against only one subsystem, which causes that failure. The following shall not be classified as failures:
   a) Malfunctions due to causes outside the sub-system such as sabotage, general power outage, etc.
b) Malfunctions due to Baggage jams not caused by failure of a sub-system component, assembly or subassembly (except as noted below).

c) Incipient failures, which are detected and repaired without affecting normal operation of the sub-system.

d) Malfunction of one of a redundant Computer/PLC pair where the repair time does not affect normal operation of the system.

4) **Scheduled Operating Time** (ST): The scheduled time that the sub-system is available for Baggage processing.

5) **Repair Time** (RT): The interval of time between initiation of repairs and return of the sub-system to operation.

6) Note that the Maintenance Contractor is responsible for providing sufficient bag jammers as required so that all normal baggage jams will be cleared within ten (10) minutes. Any delay beyond ten (10) minutes will be identified in performance reports and charged against the repair time calculation.

7) **Sub-system Availability** (A): Sub-system availability is defined as follows:

   \[ A = \frac{(ST - RT)}{ST} \]

### 6.2.9.3 Sortation Accuracy

The O&M Contractor shall maintain all tracking devices (e.g., encoders, PLC’s, computer system databases, etc) in such proper order to achieve continuous sortation accuracy from an encoded position (i.e., ATR, BDD or manual encoding) of 98%, calculated on a weekly basis, for the total number of bags input into the baggage system. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned make-up device. Baggage that is sorted to the incorrect make-up device is classified as a mis-sort. The intent is to minimize mis sorts and mis-connected baggage.

### 6.2.9.4 Tracking Accuracy

The O&M Contractor shall maintain all tracking devices (encoders, PLC’s, etc) in such proper condition to achieve continuous tracking accuracy from an encoded position (i.e., ATR, BDD or manual encoding) of 98%, calculated on a weekly basis, for the total number of bags input into the baggage system. Tracking accuracy is defined as the system’s ability to identify and control the location of the baggage from the point of encoding to the correct output. The intent of this requirement is to ensure system transit times are met and the Baggage is sorted in a timely fashion.

### 6.2.9.5 Read Rates

The Automatic Tag Readers (ATR) and Baggage Dimensioning Devices (BDD) shall be maintained per the manufactures recommended procedures. Cleaning of individual read heads will be performed twice a day (at system start-up in the morning and mid-afternoon). The minimum daily average read rate maintained for originating baggage will be 90% successful reads of all 10 digit (i.e., Standard IATA 10 Digit Bar Coded Baggage Tag) and all Device Number (fall-back) Baggage Tags. This figure does not apply to hand written tags or non-compliant tags, which
negatively impact actual read rates. The intent is to reduce the volume of baggage processed through manual encoding, thus reducing transit times.

6.2.9.6 The maximum time for any corrective maintenance repair shall be two (2) hours by two (2) staff.

6.2.9.7 The maximum response time (measured from the time the issue occurs until the O&M Contractor has taken action is 5 minutes.

6.2.9.8 Section 6.12 defines penalties that will be applied when the performance requirements are not met.

6.2.10 MATERIALS

6.2.10.1 The O&M Contractor shall furnish all resources (i.e. supervision, labor, tools, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services described in this Work specification in a safe, orderly, timely, efficient and workmanlike manner. The O&M Contractor shall provide any additional resources to fulfill the Contract requirements at no additional cost to the Airports Authority.

6.2.10.2 The O&M Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.

6.2.10.3 The O&M Contractor shall provide Cellular telephones with a radio feature on a business network and full cellular/radio service for all key and on-site personnel

6.2.10.4 The O&M Contractor shall provide and utilize on the job sites a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this Work specification.

6.2.10.5 The O&M Contractor shall be responsible for providing, at its sole expense, all materials, office supplies, furniture, fixed improvements and equipment it may require in the office space.

6.2.10.6 The O&M Contractor shall provide and utilize on the job site a fax machine, printer and copier.

6.2.10.7 The O&M Contractor shall provide at a minimum one-service vehicle, which is equipped, licensed, insured and AOA inspected. The service vehicle shall be on site at all times throughout the duration of this Contract. The service vehicle is required to transport materials and supplies, O&M Contractor’s employees and tools to various equipment locations.

6.2.10.8 The O&M Contractor shall purchase all parts and materials. The O&M Contractor will be reimbursed by the Airports Authority for all approved parts and materials as described in the Supplemental Services section of this document.

6.2.10.9 For parts relating to the BHS at Jomo Kenyatta International Airport, the Airports Authority has established a stock of critical parts as defined in Appendix “B.4”. The O&M Contractor should review critical parts list and make recommendations for changes if necessary to ensure its contract performance requirements will not be impacted.

6.2.10.10 The Airports Authority shall own all spare parts stored at the property, as reimbursed by the Airports Authority. In the event that the Airports Authority has, in its storage facility, miscellaneous parts/components, the O&M Contractor may use the parts and/or miscellaneous components upon approval by the AIRPORT ENGINEER, should the O&M Contractor not have the required parts readily available. However, should the cost of the
parts or components be below the allowance amount, the O&M Contractor shall replenish the Airports Authority’s stock. Parts/components used and/or replenished shall be documented. Small parts such as spring washers, nuts, bolts, lock washers, toothed washers, cotter pins, retaining rings and the like are not reimbursable by the Airports Authority.

6.2.11 **EXCLUDED SERVICES**

All items, finishes, components, systems and subsystems of the maintained systems are covered by this Work specification with the following exclusions.

6.2.11.1 Inspection, testing, maintenance, repair and replacement of fire detection and fire alarm systems including automatic fire sprinkler heads/guards, smoke/thermal fire detectors, and local and remote annunciation systems.

6.2.11.2 Repair and/or replacement of primary electrical power service up to Motor Control Panels.

6.2.11.3 Repair and/or replacement of heating, ventilating and air conditioning systems or equipment.

6.2.11.4 Fire extinguishers.

6.2.11.5 Lighting in the BHS operational and technical areas

6.2.11.6 KAA provided CBIS and CBRA equipment such as EDS machines and their servers, ETD machines and KAA provided furniture.

6.2.11.7 Arinc system

6.2.11.8 Flight Information Display System (FIDS)

6.2.11.9 Cleaning of public and/or operational areas
6.3 SUPPLEMENTAL SERVICES

6.3.2 DESCRIPTION OF SERVICES

6.3.2.1 The Airports Authority may, during the course of this Contract, request that the O&M Contractor perform supplemental services which are outside the requirements of the Base Services Section of this Contract. An Example of supplemental services is the repair of a conveyor motor that has been damaged by an airline tug (i.e., vandalism) or taking care of additional equipment under care for Operation and Maintenance.

6.3.2.2 The O&M Contractor shall provide all supervision, labor, materials, supplies, parts, tools, and equipment necessary to perform these services. Such work shall be compensated at the rates listed in the Schedule. There shall be no interference with tasks and baseline responsibilities set forth in this Work specification for O&M Contractor personnel assigned to this Contract.

6.3.2.3 The Airports Authority shall incur no obligation for out of scope work that is not authorized in advance, in writing.

6.3.3 CONTRACT SERVICES WORKS ORDER

6.3.3.1 All supplemental services will be approved in writing by the AIRPORT ENGINEER using the “Contract Services Works Order Request” form shown in Appendix “C”. The Works Order will contain a description of the services that are required from the O&M Contractor. The O&M Contractor shall be required to provide the AIRPORT ENGINEER a detailed cost estimate including an itemized breakdown for all labor, parts and materials.

6.3.3.2 Labor rates included on the Contract Pricing Schedule shall be used in preparing these estimates. The O&M Contractor shall not proceed with any work described in such Works Orders until authorized in advance and in writing by the AIRPORT ENGINEER.

6.3.4 VANDALISM/"DAMAGE BY OTHERS" REPAIR SERVICES

6.3.4.1 Where repair is necessary as a result of vandalism, improper use or otherwise damage to the maintained systems not caused by normal operational use of the maintained systems the O&M Contractor is eligible for reimbursement of the labor cost if such repair requires the O&M Contractor to use additional staff not normally on duty.

6.3.4.2 Additional labor shall be authorized prior to execution of the repair by the AIRPORT ENGINEER unless the vandalism or damage results in a safety concern in which case the O&M Contractor shall immediately proceed with the corrective maintenance.

6.3.4.3 Additional labor authorized by the AIRPORT ENGINEER shall be reimbursable based on the fully loaded labor rates as specified in the schedule, Section III.

6.3.4.4 Parts used for any repair authorized by the AIRPORT ENGINEER shall be reimbursable under the same conditions as parts of preventive and corrective maintenance services.

6.4 CONTRACT START UP

6.4.2 INSPECTION OF EQUIPMENT

The O&M Contractor shall, within thirty (30) days from the Contract award, perform an inspection and assess the condition of all equipment covered under this Work specification to establish a condition baseline. The survey shall be
submitted to the AIRPORT ENGINEER for review and approval. The survey shall include the O&M Contractor’s observations of deficiencies in equipment condition, operation and/or performance and shall provide a written baseline report of discrepancies, which once approved by the AIRPORT ENGINEER will serve as a “starting point” for the O&M Contractor to provide the ongoing maintenance.

6.4.3 KEY O&M CONTRACTOR PERSONNEL
The O&M Contractor shall identify and provide the AIRPORT ENGINEER with a list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of this Work specification. O&M Contractor’s Key Personnel List shall be provided to the AIRPORT ENGINEER fifteen (15) days prior to the Contract start date and shall be updated when changes are made.

6.4.4 SECURITY PASSES
6.4.4.1 O&M Contractor shall be responsible for, at no additional cost to the Airports Authority, to ensure that all contract employees obtain an airport security pass no later than five (5) days after Contract start date. Airport security passes shall be visibly displayed by all contract employees at all times while on the job site. The O&M Contractor shall provide the AIRPORT ENGINEER with a copy of all O&M Contractor’s personnel security passes no later than ten (10) days after Contract start date.

6.4.4.2 The cost for the security passes process and related fingerprinting is not reimbursable. The contractor shall be responsible for the cost of security passes at the prevailing rates at the time of bid.

6.5 GENERAL REQUIREMENTS

6.5.2 QUALITY CONTROL PROGRAM
6.5.2.1 The O&M Contractor shall implement an effective quality control program. This program shall ensure the O&M Contractor fulfills all the requirements of this Work specification. This program shall include but not be limited to including all elements of the quality control program described in the Technical Proposal submitted by the O&M Contractor in response to the Airports Authority’s solicitation for this Contract. A final quality control program shall be provided by the O&M Contractor to the Airports Authority not later than fifteen (15) days after Contract start date.

6.5.2.2 This program shall also include but not be limited to the following:-

a) Responsibility for the day-to-day inspection and monitoring of all O&M Contractor work performed to ensure compliance with Contract requirements.

b) A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with the Contract documents. The O&M Contractor shall have at least one (1) of the O&M Contractor’s key personnel perform a quality control inspection for each shift and submit a copy of this report to the AIRPORT ENGINEER weekly.
c) Description of how inspections, scheduled and unscheduled, are to be conducted.

d) Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.

e) A comprehensive training program ensuring a knowledgeable and efficient work force.

6.5.2.3 At various times, either scheduled or unscheduled, the AIRPORT ENGINEER may accompany the O&M Contractor while an inspection is performed.

6.5.2.4 At all times during the Contract period the O&M Contractor shall provide no less than the level of quality described in this Work specification.

6.5.2.5 The O&M Contractor shall not remove damaged or failed parts from the airport, until approved by the AIRPORT ENGINEER.

6.6.2 AIRPORTS AUTHORITY’S QUALITY ASSURANCE SURVEILLANCE PROGRAM (QASP)

6.6.2.1 Each phase of the maintenance services rendered under this Contract is subject to Airports Authority inspections, both during and after completion of work. The Airports Authority’s QASP is NOT a substitute for adequate and consistent quality control by the O&M Contractor.

6.6.2.2 The Airports Authority has the right, at all times, to inspect services performed, O&M Contractor’s workmanship and materials furnished/utilized in the performance of such services to the extent practicable. The Airports Authority shall perform inspections, as it deems necessary, throughout the term of the Contract. However, inspections and/or walk-throughs shall be conducted in a manner that will not unduly interrupt/delay the O&M Contractor’s work.

6.6.2.3 The Airports Authority has the right to arrange for a third party to conduct a condition assessment on the Maintained Equipment, to identify and analyze equipment failures.

6.6.2.4 If any of the services do not conform to Contract requirements, the Airports Authority may require the O&M Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When defects in service cannot be corrected by performing the service again, the Airports Authority may:

   a) Require the O&M Contractor to take the necessary action to ensure that future performance conforms to Contract.

   b) Reduce the monthly payment to reflect the reduced value of the services performed. The Contracting Officer shall make a determination as to an appropriate sum of money that will approximately equate to the reduced service.

6.6.2.5 If, after having been directed by the Airports Authority to correct a Contract deficiency, the O&M Contractor fails to promptly perform the services again or fails to take the necessary action to ensure future performance is in conformity with Contract requirements, the Airports Authority may:
a) Perform the services (by Contract or otherwise) and charge the O&M Contractor any cost incurred by the Airports Authority directly related to the performance of such service.

b) Terminate the Contract for default.

6.6.2.6 Typical Airports Authority QASP methods include:-

a) Review Airports Authority’s shift Inspector’s Report.

b) Random AIRPORT ENGINEER inspections of the facility.

c) CMMS Queries for status of open CM & PM work orders.

6.6.3 COMMUNICATION AND COORDINATION WITH AIRPORTS AUTHORITY AND AIRLINES

The O&M Contractor shall maintain an effective Communication and Coordination Policy with the Airports Authority and the Airlines utilizing email, telephones, faxes, pagers and the like to ensure the Airports Authority and the Airlines are kept abreast of current equipment status, planned outages, injuries, vandalism and the like for the duration of the Contract. The AIRPORT ENGINEER shall be included in all communications to the Airports Authority and the Airlines.

6.6.4 ACCIDENTS

The O&M Contractor shall be responsible for promptly notifying the Airport Security, Airport Police and the AIRPORT ENGINEER of all accidents arising from the performance of this Contract involving bodily injury to workers, building occupants, visitors, or other persons. The AIRPORT ENGINEER will provide the necessary information concerning whom to contact and the specific form of the follow-up written notice.

6.6.5 DELIVERY OF SUPPLIES

The O&M Contractor shall schedule its own supply deliveries and shall arrange to have deliveries made during office hours.

6.6.6 SECURITY REQUIREMENTS

6.6.6.1 The O&M Contractor shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the Airports Authority and shall maintain a record of the key numbers issued to its employees. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal, and/or possession of any information, confidential data, materials, supplies, or equipment. The O&M Contractor shall not duplicate and shall not allow any such issued items to be duplicated or removed from the job site. All keys and other entry devices used by the O&M Contractor’s employees in the performance of the work shall be returned to the Airports Authority when the Contract expires.

6.6.6.2 The O&M Contractor shall immediately report to the Airports Authority all keys and/or security passes issued to it by the Airports Authority that are lost or stolen.

6.6.6.3 The O&M Contractor shall ensure that, under no circumstances any of its employees shall enter an area not authorized for access by the O&M Contractor.
6.6.6.4 O&M Contractor employees shall be subject to, and shall at all times conform with any and all rules, regulations, policies, and procedures pertaining to security at the airport. Any violations of the rules, regulations, policies, and procedures may be cause for immediate termination.

6.6.6.5 The O&M Contractor shall be responsible for, at their own expense, compliance with the requirements and procedures to obtain approval of any motor vehicle to operate in the Airport Operations Area (AOA).

6.6.7 SAFETY

6.6.7.1 All Contract employees shall comply with all applicable OSHA and Airports Authority rules, regulations and practices, including directives issued by the Airport Manager, Airport Operations departments, Kenya Airports Police Unit, Rescue and Fire Department, Kenya Civil Aviation Authority, and other Kenya Airports Authority Departments while on the job site.

6.6.7.2 The O&M Contractor shall provide and ensure that all personnel at the work site wear the safety devices/apparel described below as required:
   a) Approved back support and protective devices
   b) Eye protection in compliance with ANSI Z87.1 - 2015
   c) Hearing Protection
   d) Safety Shoes
   e) Hard hats
   f) Reflective vests
   g) Safety harnesses
   h) Other safety devices/apparel as conditions warrant

6.6.7.3 The Airports Authority reserves the right to inspect all areas for safety violations at its discretion, direct the O&M Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

6.6.7.4 In the event that the Airports Authority should elect to stop work because of any type of existing safety hazards after the O&M Contractor has been notified and provided ample time to correct, the O&M Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The O&M Contractor shall pay all additional expenses.

6.6.7.5 Aisles, system maintenance platforms and mezzanines, passageways, alleyways, entrances, exits or right-of-ways to fire protection equipment must be kept unobstructed at all times.

6.6.7.6 The O&M Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The O&M Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.

6.6.7.7 Damage caused by the O&M Contractor to any properties shall be repaired and have any needed replacements made to the satisfaction of the Airports Authority at the expense of the O&M Contractor. The Airports Authority, at its sole direction,
may elect to repair or replace the damaged property, and deduct such costs from monies due to the O&M Contractor.

6.6.7.8 The O&M Contractor shall, within fifteen (15) days of Contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.

6.6.7.9 Prior to the use of any products or materials, the O&M Contractor shall provide the following submittals for review and approval by the AIRPORT ENGINEER:-
   a) Manufacturer’s product data and literature
   b) Manufacturer’s installation recommendations
   c) Samples, if required by the AIRPORT ENGINEER
   d) Material Safety Data Sheets (MSDS)

6.6.8 FIRE PREVENTION AND PROTECTION

6.6.8.1 Fire prevention and protection at Airports Authority’s facilities property is essential. The Airports Authority shall provide limited fire prevention equipment within the facilities. The availability of fire protection equipment provided by the Airports Authority shall not limit the O&M Contractor’s responsibility or liability for maintaining a reliable fire prevention and protection program for its employees and the property serviced.

6.6.8.2 The O&M Contractor shall be knowledgeable of and provide adequate and appropriate training for all employees in the proper method of reporting a fire. All pertinent information regarding fire-reporting procedures may be obtained from the AIRPORT ENGINEER.

6.6.9 SMOKE FREE ENVIRONMENT

The Airports Authority’s terminal facilities are classified as “no smoking” environment. The O&M Contractor and its employees shall adhere to the rules and regulations in regard to this policy of “no smoking” within the terminal facilities.

6.6.10 LOST AND FOUND PROPERTY

The O&M Contractor shall turn in to the Airports Authority’s Security Department all property found on the property immediately, any violations or disregard of the rules, regulations and/or policies may be cause for immediate termination of the personnel involved.

6.6.11 FIXED IMPROVEMENTS AND OPERATING FACILITIES

6.6.11.1 During the period of performance of the Contract, title to the Fixed Improvements made by the O&M Contractor on the job sites shall remain with the Airports Authority. “Fixed Improvements” includes any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the job sites or a portion thereof. All Fixed Improvements on the job sites shall require the prior written approval of the Airports Authority.
6.6.11.2 The O&M Contractor shall have no right during the term of this Contract to demolish or remove, in whole or in part, any Fixed Improvements on the job sites except with the prior written consent of the Airports Authority, which may, at the discretion of the Airports Authority, be conditioned on the obligation of the O&M Contractor to replace the same by a building structure or improvements, which shall be left in place and title to them shall transfer to the Airports Authority unless otherwise acquired in writing by both the O&M Contractor and the Airports Authority.
6.7 SPECIAL REQUIREMENTS

6.7.1 PERMITS AND RESPONSIBILITIES

6.7.1.1 The O&M Contractor shall, without additional expense to the Airports Authority, be responsible for obtaining all necessary licenses and permits. The O&M Contractor shall also be responsible for all damages to persons or property that occur as a result of the O&M Contractor’s negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. In addition, the O&M Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

6.7.1.2 The O&M Contractor shall comply with all applicable revisions, additions, changes and/or upgrades to any National and County laws, codes, and regulations which are in effect on the date of Contract and which affect the performance of the work. The O&M Contractor shall also obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work.

6.7.1.3 It shall be the responsibility of the O&M Contractor to promptly notify the AIRPORT ENGINEER if an official in charge of compliance with the Occupational Safety and Health Act visits the work site.

6.7.2 REGULATION REQUIREMENTS

6.7.2.1 The O&M Contractor shall comply with all applicable International, National, local, Airports Authority and the Kenya Civil Aviation regulatory, code and procedural requirements. This shall include but not be limited to the O&M Contractor complying with the following Airports Authority requirements:

a) Construction Safety Manual
b) Orders and Instructions
c) Design Manual
d) Advisories
e) Security, Traffic and Parking Requirements
f) Safety Procedures including Lockout/Tagout, Confined Space Entry, Hazardous Materials, Material Safety Data Sheets and the like.

6.7.2.2 The O&M Contractor shall report all incidents and accidents immediately to the Airports Authority in accordance with National laws and regulations and Airports Authority Orders and Regulations.

6.7.3 ASBESTOS CONTAINING MATERIALS/LEAD BASED PAINT

6.7.3.1 Some facilities at the Airport except for current Terminal 1A, T1E and T2 were constructed prior to 1978. Therefore, these facilities should be presumed to have both Asbestos Containing Materials (ACM) and paint containing lead in their construction.

6.7.3.2 Prior to undertaking any activities that could disturb these materials the O&M Contractor shall obtain prior written approval from the Airports Authority to proceed with such activities.
6.7.4 HAZARDOUS/CARCINOGENIC MATERIALS

6.7.4.1 The O&M Contractor shall not bring, produce, use, or store on the job site any hazardous or carcinogenic products without prior written approval by the Airports Authority. All hazardous and/or carcinogenic waste transported or generated on-site at the Airport by the O&M Contractor must be properly disposed off the Airport site by the O&M Contractor as required by law and at no additional cost to the Airports Authority.

6.7.4.2 The O&M Contractor shall provide the Airports Authority with complete, legible copies of all regulatory notices, violations, citations and the like received by the O&M Contractor that pertain directly or indirectly to the fulfillment of this Work specification.

6.7.5 VOLATILE ORGANIC CHEMICAL REQUIREMENTS

The O&M Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the NEMA.

6.7.6 HAZARDOUS WASTE

6.7.6.1 The O&M Contractor shall initiate a Hazardous Waste Management training program for its employees and subcontractors on the proper disposal of hazardous materials. O&M Contractor shall ensure employees are aware that the domestic drains, and storm drains shall not be used to dispose of gasoline, paint, thinners, oils, solvents, concentrated cleaning agents and other toxic material.

6.7.6.2 The O&M Contractor is responsible for collecting, accumulating, recycling, and/or off-site disposal of its hazardous and toxic waste off the Airport in compliance with National, County and local laws governing hazardous waste storage and disposal.

6.7.6.3 The O&M Contractor shall provide the Contracting Officer and the AIRPORT ENGINEER with documentation of hazardous materials or wastes that are accumulated, handled, generated, or disposed of by the O&M Contractor’s operations. The documentation shall demonstrate the adequacy of the handling and disposal operations used by the O&M Contractor and will demonstrate that the O&M Contractor activities will not result in contamination of Airport property. The Airports Authority shall provide this documentation upon request during periodic environmental inspections of the O&M Contractor’s premises. The Airports Authority shall be copied on all correspondence with regulatory agencies concerning the O&M Contractors compliance with environmental regulations.

6.7.6.4 If the O&M Contractor generates hazardous waste in an amount that makes it subject to National and NEMA hazardous waste requirements, the O&M Contractor shall apply for a Hazardous Waste Generator Identification Number. Hazardous waste shall be shipped off the Airport using the O&M Contractor’s Hazardous Waste Generator Identification Number documented on a complete and properly signed Uniform Hazardous Waste Manifest. The O&M Contractor shall be required to submit an Annual Hazardous Waste Report to NEMA.
6.7.6.5 The O&M Contractor shall be responsible for developing a Resource and Conservation Act Contingent (RCRA) Plan if the amount of hazardous waste generated places it into a category that requires a plan.

6.7.6.6 The O&M Contractor shall be responsible for notification and reporting required under SARA, Title III regulations.

6.7.6.7 The O&M Contractor shall, at start of Contract, implement a written hazardous waste spill contingent plan listing materials used, spill prevention procedures, containment equipment and procedures to be used in the event of spill, personnel protective equipment requirements, notification procedures, in accordance with the Resource Conservation and Recovery Act (RCRA) and the Occupational Safety and Health Administration (OSHA) regulations.

6.7.6.8 In the event of the spill, the O&M Contractor shall notify the airport fire department at Jomo Kenyatta International Airport (+254) 20-6611000. The O&M Contractor shall be responsible for all cleanups, site remediation and disposal costs including hazardous waste response teams that may be required at the site. All procedures shall be in accordance with applicable National, County and local environmental and OSHA regulations. The O&M Contractor shall remove all hazardous waste materials from the Airport at the end of each workday. Hazardous materials that are temporarily stored at the job site shall be placed in containment devices that are capable of containing 110 percent of the volume of the substance in the event of a spill.
6.8.1 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

6.8.1.1 The O&M Contractor shall provide and use, for the term of this Contract, a computerized maintenance management system (CMMS) to schedule and generate work orders for all maintenance and repair activity performed for each piece of equipment covered under this Contract.

6.8.1.2 The O&M Contractor shall generate work orders for all service calls, bag jam clearing, vandalism, corrective maintenance repairs as applicable. Upon completion of work the O&M Contractor shall be responsible for closing out the work order by inputting all relevant information data in the CMMS that relates to work performed by the O&M Contractor. This information data shall include the equipment number, name of Mechanic(s)/Electrical and/or Controls Technician, date of service, duration of work performance, specific repairs accomplished, part numbers, labor, date completed and any comments necessary to explain corrective action or work performed.

6.8.1.3 The O&M Contractor shall provide the Preventive Maintenance tasks and intervals for each equipment type and a list of equipment for each type to the AIRPORT ENGINEER in Excel format. The O & M Contractor will enter this data into the CMMS after which the CMMS will generate the Preventive Maintenance schedule.

When equipment is added or removed or when equipment types are added or removed from the scope of this Contract the O&M Contractor shall provide the updated information to the AIRPORT ENGINEER within five (5) business days after the change of scope.

6.8.1.4 The O&M Contractor shall provide the AIRPORT ENGINEER, five (5) business days after the end of each month a CMMS generated Work Order Status Report that details all incomplete and completed work orders generated during the previous month. At a minimum the report shall contain; work order number, PM type/service required, brief description of work, equipment description, account code, origination date and completion date.

6.8.1.5 The contractor shall ensure the CMMS is functional at all times. In the unlikely event that access to the CMMS program is not available from the Airports Authority, the O&M Contractor shall meet this requirement by providing the required information on paper copies of the work orders, which will be provided by the Airports Authority. In the event that CMMS is upgraded or replaced the O&M Contractor shall adopt the updated or new system as required by the AIRPORT ENGINEER.

6.8.1.6 The Airports Authority shall provide all equipment, software, training and operating instructions needed for operation of the CMMS and related applications. The O&M Contractor’s staff shall comply with the Airports Authority’s Policy for Electronic Communications.
6.8.2 **BHS REPORTS**

6.8.2.1 The BHS Control Room consists of Baggage Handling Computer equipment that provide system fault monitoring/maintenance diagnostics and associated report functionality. The O&M Contractor shall provide BHS generated reports when requested by the AIRPORT ENGINEER and transmit them in the format requested by the AIRPORT ENGINEER (e.g. Hardcopy, PDF by softcopy, and CSV by e-mail). The BHS is capable of providing the following reports:

a) Tag Report  
b) EDS ID Report  
c) Standby Baggage Report  
d) Sort Correlation Table  
e) Immediate Equipment Malfunction and Correction Report  
f) Equipment Operational Summary  
g) Computer and PLC Status Report  
h) Equipment Malfunction Summary  
i) MEC Report  
j) Load Balancing Report  
k) Runout Report  
l) Automatic Tag Reader Report  
m) EDS Report  
n) Day End Report, including throughput rates, Stats on ATRs, MECs, EDS Devices, Outputs and Baggage Tracking.  
o) Sort Area Assignment Report  
p) Flight Summary Report  
q) Individual Flight Summary Report  
r) Bag Tag Not Found Report  
s) Baggage Sort Message (BSM) Report  
t) Purge Line Report  
u) Bag Data  
v) EDS Statistics  
w) Baggage Dimensioner Statistics  
x) OSR Statistics  
y) CBRA Area Statistics  
z) Time In System Statistics

6.8.2.2 Some of the reports may contain information considered Security Sensitive Information as defined under Kenya Aviation Security Regulations. Any Security Sensitive Information shall be treated in accordance with the established Airports Authority and Security protocols for such information.

6.8.3 **PREVENTIVE MAINTENANCE SCHEDULE DEVIATION REPORT**

The O&M Contractor shall develop and submit a monthly Preventive Maintenance Schedule Deviation Report that documents all PM’s that were not completed on time as originally scheduled. For all outstanding work, the O&M Contractor shall include a proposed schedule for re-accomplishment, and a complete explanation
as to why they were unable to perform the work. The O&M Contractor shall submit the Schedule Deviation Report to the AIRPORT ENGINEER no later than five (5) normal working days prior to the end of each month.

6.8.4 MAINTAINED SYSTEM DOWNTIME REPORT
O&M Contractor shall develop and maintain monthly a report in MS Excel format that documents all instances of non-PM related system outages. This report shall include, at a minimum, date and time of notification, O&M Contractor response time to problem, sections of Maintained System affected, responding technician(s), cause of system downtime and system return to service date and time.

6.8.5 EQUIPMENT DATA EVALUATION AND TRENDING
The O&M Contractor shall perform trend analyses for all Equipment covered by this contract and shall provide monthly reports identifying, at a minimum, outage trends, bag jamming trends and the like.

6.8.6 EQUIPMENT RELATED ACCIDENTS/INJURIES
The O&M Contractor shall provide a formal report of all accidents and/or injuries, which occur and involve the equipment covered by this Contract via email no later than two hours after the occurrence.
This report shall identify all parties involved, location, times and suspected cause of incident.

6.8.7 VANDALISM INCIDENTS
6.8.7.1 The O&M Contractor shall respond to all calls for suspected vandalism that involve the equipment covered by this Contract. If the O&M Contractor finds suspected vandalism damage to the equipment the O&M Contractor shall secure the equipment, contact Airport Security and wait at the equipment until the Airport Security respond and prepare an Incident Report.

6.8.7.2 The O&M Contractor shall immediately notify the AIRPORT ENGINEER via email of each occurrence of suspected vandalism. This notification shall include electronic photographs of the damage along with a description of damage, Airport Security/Police report number, probable cause and estimated cost or extent of damage.

6.8.7.3 The O&M Contractor shall in all instances of suspected vandalism provide the AIRPORT ENGINEER within three (3) business days; date stamped digital photographs, a complete statement of justification, a Police Incident Report Number, a Work Order Request Number, Equipment Reference Number and an estimated cost break down to complete the repairs.
6.9 PERSONNEL

6.9.1 GENERAL PERSONNEL REQUIREMENTS

6.9.1.1 All services covered by this Contract shall be performed by fully qualified and trained technicians and Engineers.

6.9.1.2 The O&M Contractor’s on site employees shall possess sufficient computer skills and software (Word, Access, Excel, Outlook, and Crystal Reports) knowledge to perform data entry, queries, downloads and analysis of the Maintained Systems’ performance and CMMS databases as well as send/receive emails.

6.9.1.3 The O&M Contractor shall provide to the AIRPORT ENGINEER resumes for all key personnel (i.e., Contract Manager, and on-site personnel such as Supervisors, BHS Control Room operators, Manual Encode Operators, Mechanics, Electricians and Controls Technicians) for the Airports Authority’s approval. These resumes shall be provided to the AIRPORT ENGINEER no later than fifteen (15) business days prior to employee’s intended start date.

6.9.1.4 All O&M Contractor personnel shall have good verbal and written command of the English language.

6.9.2 CONTRACT MANAGER

6.9.2.1 The O&M Contractor shall provide a qualified and experienced full-time on-site Contract Manager at Jomo Kenyatta International Airport. The Contract Manager shall have full authority to act for the O&M Contractor and serve at all times to carry out all the provisions of the Contract. The Contract Manager shall be in charge of and have overall responsibility for the work to be carried out under this contract and as such shall devote their time exclusively to this task.

6.9.2.2 Contract Manager Work hours shall be a minimum 40 hours per week. The Contract Manager shall determine his work hours as such to cover as much of the peak periods of the systems within the scope as possible.

6.9.2.3 The name of the Contract Manager and an equally responsible alternate (e.g., Supervisor) who shall take on the Contract Manager’s duties when the primary Contract Manager is absent shall be designated in writing to the AIRPORT ENGINEER fifteen (15) business days prior to the Contract start date.

6.9.2.4 The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contract Manager shall be available at all times to attend regularly scheduled and/or on-demand meetings, required system training sessions, tours and inspections requested by the Airports Authority and/or user Airlines to discuss the Maintained Systems.

6.9.2.5 The Contract Manager shall possess the necessary computer skills required to perform trending, queries and analysis of the Maintained Systems’ performance histories. The Contract Manager shall also possess the ability to receive and send email, and have basic spreadsheet, word processing and database skills.

6.9.2.6 The Airports Authority shall have the right in its sole discretion to approve or reject any Manager selected by the O&M Contractor at any time.

6.9.2.7 The Contract Manager shall provide overall supervision over the day to day operations, manage exceptional/emergency situations, and perform the
6.9.3  CONTROL ROOM OPERATORS

6.9.3.1 The Control Room operators shall have a minimum of 2 years’ experience in a similar role for similar size and complexity system(s). The control room operator shall fully understand all the functions of the BHS Control Systems, the Airports Authority approved System Contingency Plan, and how to use these function to monitor, control/manage the operational control functions of the BHS for dispatching appropriate Mechanics/Technicians to troubleshoot and address system faults.

6.9.3.2 The role of the control room operator is to constantly monitor the status of the Maintained Systems and alert jam busting operators, technicians and the Contract Manager when situations occur that need their attention. The control room operator shall have a good understanding of the physical system layout and associated controls functionality in order to efficiently manage the baggage flow during the daily operation through the BHS and direct the response staff to the incidents. The Control Room Operator’s duties shall also include, but not be limited to:

a) Monitor the conveyor line baggage flow balancing.
b) Monitor laser array statistics
c) Monitor statistical reports
d) Monitor/set make-up assignments
e) Make BHS operational decisions, initiating and coordinating implementation of any Backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings via reversible conveyors, initiating use of Fallback tags, coordination with user airlines)
f) Interface directly with the user airlines and the Airports Security.
g) Ensure smooth daily start-ups by reviewing start-up check lists and procedures.
h) Assume the responsibility of staffing the BHS Control Room and the monitoring of the baggage handling system, via the BHS Management Information System (MIS) and Maintenance Diagnostics System (MDS), during the system’s operational period.

6.9.3.3 The control room operator may also support the Contract Manager in preparing reports and trending analysis if this does not interfere with the primary duty of system monitoring.

6.9.3.4 The following is a Work specification for the Operations Staff that will be assigned to the Baggage Handling System Computer Control Room. The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS supplier’s recommendations, as referenced in the System’s operation and maintenance manuals shall be used as minimum requirements for the task assignments to the
1. BHS Control Room Operator’s Daily Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Daily Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ensure that all previous day’s “Day End Tasks” have been completed</td>
</tr>
<tr>
<td>2.</td>
<td>Collect, log and file all “End of Day” reports printed during the nightly End-of-Day processing. (1st Shift Only)</td>
</tr>
<tr>
<td>3</td>
<td>Ensure that BHS Sortation and MDS computers are operational.</td>
</tr>
<tr>
<td>4</td>
<td>Verify, via the MDS, that all communications links are running and operational (Host BSM, PLC, etc.).</td>
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<tr>
<td>5</td>
<td>Log onto the User interface workstation.</td>
</tr>
<tr>
<td>6</td>
<td>Verify, via MDS, that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance to correct any conditions that may prevent System start-up.</td>
</tr>
<tr>
<td>7</td>
<td>Verify that the flight schedule loaded is the correct flight schedule for the current days’ flights and make any corrections needed.</td>
</tr>
<tr>
<td>8</td>
<td>Set and verify flight to Make-up assignments are correct, and make changes as required.</td>
</tr>
<tr>
<td>9</td>
<td>Verify readiness to exercise/initiate any and all back-up or fallback modes or procedures at any time (e.g., Fallback tags available for implementation on-demand, redundant computers on-line, etc.). Be responsible for initiating restock (in a similar manner to spare parts purchases) and distribution of Fallback tags as required to ensure continuous availability.</td>
</tr>
<tr>
<td>10</td>
<td>Monitor MDS for any visual and audible alerts, and notify maintenance operations of identified conditions that may need correction.</td>
</tr>
<tr>
<td>11</td>
<td>Monitor and accept/reject automatic FIDS/BIDS downloads.</td>
</tr>
<tr>
<td>12</td>
<td>Print End-of-Shift reports, log and file.</td>
</tr>
<tr>
<td>13</td>
<td>Coordinate and communicate with users and Contractor maintenance staff as required for Baggage tray management, ensuring availability at load points at all times.</td>
</tr>
<tr>
<td>14</td>
<td>Operator Log-Off.</td>
</tr>
<tr>
<td>15</td>
<td>Retrieve and file all Alarm Log Reports from all Alarm Printers.</td>
</tr>
<tr>
<td>16</td>
<td>Fully advise next shift of current conditions and relevant issues as required.</td>
</tr>
<tr>
<td>17</td>
<td></td>
</tr>
</tbody>
</table>

2. BHS Control Room Operator’s regularly scheduled Non-Daily Tasks:

<table>
<thead>
<tr>
<th>Task</th>
<th>Regularly scheduled Non-Daily Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collect, label and store Incremental System Back-up tapes/CDs.</td>
</tr>
</tbody>
</table>
2. Prepare a blank tape/CD for automatic Incremental system-back up.
3. Prepare and save weekly, monthly and yearly reports.
4. Print, distribute and file weekly, monthly and yearly reports.
5. Perform regular Preventative Maintenance (PM) of Control Room equipment (e.g., clean/dust computer areas and inside and outside of cabinets, check cables, clean or replace computer air filters, etc.)
8. Collect, label and store Full System Back-up tapes/CDs.
10. Ensure/request maintenance staff perform scheduled PM (e.g., clean Scanner Array optics three (3) times per week, etc.).
11. Check spare parts inventory and initiate any required purchase Requests

3. BHS Control Room Operator’s Random Unscheduled Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Random Unscheduled Tasks Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Report and document any BHS equipment failures (Computers, PLC, Printers, etc.)</td>
</tr>
<tr>
<td>2</td>
<td>Provide on-site support to off-site support personnel.</td>
</tr>
<tr>
<td>3</td>
<td>Add/Delete/Modify User ID and Password.</td>
</tr>
<tr>
<td>4</td>
<td>Assign/Modify User Security levels.</td>
</tr>
<tr>
<td>5</td>
<td>Keep complete records of any changes to code/software and coordinate implementation with operation/users as required.</td>
</tr>
<tr>
<td>6</td>
<td>Prepare for and perform Full System Back-ups immediately before and after any such changes to code/software.</td>
</tr>
</tbody>
</table>

6.9.4 BAGGAGE JAM BUSTING OPERATORS

6.9.4.1 Jam busting operators shall have a good understanding of the system layout and the procedures required to resolve jams and reset faults.

6.9.4.2 The role of the Jam busting operators is to be the first responder to system events such as jams and perform the necessary procedure to resolve the event, in a safe and expedient manner. If the jam busting operators determines that corrective maintenance repairs are needed the jam busting operators shall alert the control room operator(s).

6.9.4.3 The Jam busting operators may also perform other duties such as collect, stage and redistribute empty Baggage trays from the bag rooms to the airline counters, cleaning and/or assisting the maintenance technicians, on an as needed basis, where this does not interfere with their primary duties. Other duties that may be assigned to Baggage Jam busting operators are as follows:

a) Relieve the manual encoding operators for breaks and lunches.

b) Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
c) Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris.

d) Responsible for manual movement of baggage in the event of system outage, during system fallback conditions, etc. as required.

6.9.5 MANUAL ENCODE OPERATORS
The Manual Encode operators shall fully understand the Baggage Handling Sort System’s control functions as they relate to the Manual Encode operation and how to use these function to handle baggage that end up at their station (e.g., bags with “No-read” faults and/or no baggage tags). Manual encode operators shall fully understand how to read airline baggage tags and enter the information into the manual encode console where needed. Accuracy is a key requirement for this work.

6.9.6 MECHANICAL TECHNICIAN
6.9.6.1 The mechanical technician shall be fully trained in the preventative maintenance tasks and all repair procedure required to maintain and repair the equipment in accordance with the equipment supplier’s operation and maintenance manuals.

6.9.6.2 The mechanical technician shall be experienced and skilled in the use of the hand and bench tools needed to execute the maintenance and repairs of the equipment.

6.9.6.3 There shall be at least one (1) Lead mechanic on-site at all times. Lead mechanics shall have a minimum of 5 years’ experience in their field. The following list is a general outline of the job duties for the Mechanical Technician(s), which is not to be construed as “all inclusive”:

a) Monitor daily operations and statistics of the baggage system to determine problem areas.

b) Troubleshoot and repair all mechanical component faults of the BHS system.

c) Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.

d) Provide preventive maintenance services, clean, inspect, lubricate, adjust/track, troubleshooting and repair for all mechanical equipment, including but not limited to Conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, Conveyor drive assemblies (motors, gear boxes, drive belts, V-belts etc.), Conveyor supports (ceiling hangers, leg supports, etc.), Make-up and claim devices (flat plate and sloped pallet plate), all pushers, diverters and associated equipment that direct baggage flow.

e) Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris.

6.9.7 ELECTRICAL/CONTROLS TECHNICIAN
6.9.7.1 The electrical/controls technician shall be proficient with all BHS related electrical field components and have strong skills and experience in industrial controls. The
electrical/controls technician shall be fully trained in preventative maintenance of the controls system and devices and in the troubleshooting and repair of electrical and controls issues.

6.9.7.2 The electrical/controls technician shall be a licensed electrician in the jurisdiction of the Contract.

6.9.7.3 The electrical/controls technician shall be able to read and modify PLC code and shall understand how to configure PLC and load programs onto the PLCs.

6.9.7.4 The electrical/controls technician shall be trained in the maintenance and configuration of the Automatic Tag Readers (ATR’s) and Baggage Dimensioner Devices (BDDs) and know how to replace heads and controllers for such devices.

6.9.7.5 The electrical/controls technician shall know how to program VFD parameters.

6.9.7.6 There shall be at least one (1) Lead electrical/controls technician on-site at all times. Lead technicians shall have a minimum of 5 years’ experience in their field. The following list is a general outline of the job duties for the Electrical/Controls Technician(s), which is not to be construed as “all inclusive”:

a) Monitor daily operations and statistics of the baggage system to determine problem areas.

b) Trouble-shoot and repair all electrical and control components of the BHS system.

c) Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.

d) Make necessary changes to the Programmable Logic Controllers to maintain and enhance the performance of the baggage handling system.

e) Provide preventive maintenance services, clean, troubleshooting and repair for all electrical/controls equipment, including but not limited to Programmable Logic Controls, Input / output componentry, and communications hardware, Tuning and Optimizing of the Programmable Logic Controllers (PLC) Program, all Networks and Network Hardware, Motor Control Panel Componentry, Laser Scanner Arrays, Manual Encoding Consoles, Computer Peripherals including Mouse, Keyboards and Printers, DC Control Equipment, Workstations, Sortation Computers, Server Computers, Tracking Control Equipment, Graphical Status Displays and Computers, Computer Monitors, Trouble-shoot and repair all electrical faults.

f) Responsible for general cleanup of work areas and in/around equipment at a frequency required to maintain units free of trash, dirt and debris that might otherwise affect performance.

6.9.8 ATTIRE

6.9.8.1 Contract employees shall, at all times while on the job site, be attired in a distinctive company uniform that is acceptable to the Airports Authority.

6.9.8.2 Employees shall wear uniforms consisting of shirts with sleeves and full-length trousers or coveralls. Shorts, cut-offs and the like are not acceptable. The uniform shall have the O&M Contractor’s name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color
combination, as appropriate, may be used for the uniforms as long as they are distinct from that used by the Airports Authority.

6.9.8.3 All Contract employees shall wear safety shoes and reflective safety vest as part of the approved attire. At times, employees will be required to wear hard hats.

6.9.8.4 The O&M Contractor shall supply and maintain the required employee attire at no additional cost to the Airports Authority.

6.9.9 CONDUCT

6.9.9.1 The O&M Contractor’s employees shall at all times while on the job site, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs or bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on Airports Authority property (unless fulfilling the requirements of this Contract), and any immoral or otherwise undesirable conduct shall not be permitted on the job site and shall result in immediate and permanent removal from the job site of any employee engaging in such conduct. Denial of a badge is sufficient grounds for termination or removal.

6.9.9.2 The O&M Contractor agrees to promptly remove from the Airport any employee that the Airports Authority through written notice from the AIRPORT ENGINEER advises is not satisfactory and to replace such personnel with an employee satisfactory to the Airports Authority; but in no event shall the Airports Authority be responsible for monitoring or assessing the suitability of any employee or agent of the O&M Contractor.
The O&M Contractor shall be required to submit the following deliverables to the KAA’s AIRPORT ENGINEER for this Contract. The Section of this Work specification describing the required deliverables are provided with each deliverable listed below.

6.10.1 **DAILY**
- 6.10.1.1 Shift activity notification
- 6.10.1.2 Equipment status notification

6.10.2 **FIFTEEN (15) BUSINESS DAYS PRIOR TO CONTRACT START DATE**
- 6.10.2.1 Preventive maintenance program modifications
- 6.10.2.2 Names & contact information of all key personnel
- 6.10.2.3 Quality control program
- 6.10.2.4 Safety and protection plan
- 6.10.2.5 Management personnel notification

6.10.3 **TEN (10) DAYS AFTER CONTRACT START DATE**
Copy of contract personnel security passes

6.10.4 **THIRTY (30) DAYS AFTER AWARD**
- 6.10.4.1 Equipment condition survey report
- 6.10.4.2 O&M contractors safety plan and drug policy

6.10.5 **WEEKLY**
Quality control inspection report

6.10.6 **MONTHLY**
- 6.10.6.1 PM schedule deviation report
- 6.10.6.2 Baggage handling system reports
- 6.10.6.3 Work order status report
- 6.10.6.4 Staffing levels and allocation plan
- 6.10.6.5 Maintained system downtime report
- 6.10.6.6 Equipment data evaluation and trending reports
- 6.10.6.7 Spare parts inventory control report

6.10.7 **ANNUALLY**
Hazardous waste report to NEMA

6.10.8 **AS REQUIRED**
- 6.10.8.1 Product material submittals
- 6.10.8.2 Resource conservation act contingent plan
- 6.10.8.3 Vandalism documentation
- 6.10.8.4 Resumes of all new key personnel
6.11 AIRPORTS AUTHORITY FURNISHED RESOURCES

6.11.1 ON-SITE SPACE
6.11.1.1 To facilitate fulfilling the requirements of this Work specification, the Airports Authority will provide the O&M Contractor office, workshop and storage space(s) with at the Airport. The O&M Contractor shall use the spaces and associated provided to the O&M Contractor to fulfill the requirements of this Work specification.

6.11.1.2 The O&M Contractor shall keep such areas clean and orderly at all times.

6.11.1.3 The O&M Contractor shall keep the on-site office door locked whenever unoccupied.

6.11.1.4 The O&M Contractor shall not allow persons who do not possess a current Airport security badge to remain in the on-site office unescorted.

6.11.1.5 The O&M Contractor shall not store any items and not conduct any business not related to the Contract in the on-site spaces.

6.11.2 RADIOS
The Airports Authority will provide eight (8) 2-way radios, 8 extra batteries and 2 chargers for the O&M Contractor’s use. If the O&M Contractor finds this quantity insufficient the O&M Contractor shall identify this in their proposal.

6.11.3 OPERATIONS AND MAINTENANCE MANUALS
To facilitate fulfilling the requirements of this Work specification, the Airports Authority will allow the O&M Contractor to use the Maintained Systems’ O&M manuals. The Maintained Systems’ O&M manuals and related documentation (i.e., As-built/record drawings and the like) shall remain on the jobsite at all times. The O&M Contractor shall utilize these manuals only for work being performed at the job site. The manuals shall be returned to the Airports Authority at the end of the Contract period in the condition which they were received.

6.11.4 ON-SITE OFFICE COMPUTER
6.11.4.1 The Airports Authority will provide the O&M Contractor with three (3) computers at Jomo Kenyatta International Airport to access the Airports Authority’s Local Area Network for the sole purpose of fulfilling the requirements of the Contract. The Airports Authority’s IT department, to verify compliance of this requirement, may monitor O&M Contractor’s computer usage.

6.11.4.2 The computer systems and related equipment shall remain on the jobsite at all times. The computer systems, related equipment and data shall remain the property of the Airports Authority at the end of the Contract.

6.11.4.3 The O&M Contractor shall not allow unauthorized users to operate or use the computers.

6.11.4.4 The O&M Contractor shall be responsible for notifying the Airports Authority’s IT department of all computer malfunctions or troubles.
6.11.5  UTILITIES
The Airports Authority will pay the cost of on-site utilities (electric, water, gas, and the like) used in the operations and maintenance of the Maintained Systems as reasonable. The Airports Authority will not compensate, or will back charge, the O&M Contractor for telephone usage fees and unreasonable utility charges.

6.11.6  WASTE REMOVAL
The Airports Authority will provide for pick-up of office waste, generated in the maintenance of the Maintained Systems, excluding hazardous waste materials (e.g., batteries and the like), which shall be the responsibility of the O&M Contractor.

6.11.7  AIRPORTS AUTHORITY CONTACT INFORMATION
The Airports Authority will provide phone numbers, e-mail and mailing addresses for the Contracting Officer, AIRPORT ENGINEER and other Airports Authority key personnel as are warranted.
6.12  METHOD OF PAYMENT

The O&M Contractor shall submit an invoice on a monthly basis for services completed, to the satisfaction of the AIRPORT ENGINEER, during the previous month. The Airports Authority shall incur no obligation for out of scope work that is not authorized in advance and in writing. These monthly invoices shall be itemized to provide a breakdown of cost for all services according to the following:

6.12.1  BASE SERVICES

The ‘Base Services’ portion of the invoice shall include all the O&M Contractor’s fixed, administrative and management cost including such items as but not limited to:

a)  Contract Manager’s salary
b)  Supervisor’s salary
c)  Human resource management activities
d)  Payroll preparation
e)  Invoice preparation
f)  Control room attendance
g)  Manual Encode station staffing
h)  Spare parts administration
i)  Site Vehicle
j)  Cleaning services
k)  Coordination of 3rd party services
l)  Other items for which the O&M Contractor intends to invoice under this section shall be identified in the O&M Contractor’s proposal.

This section of the invoice is expected to be the same each month.

6.12.2  FIXED UNIT PRICE BASED SERVICES

6.12.2.1  The ‘Fixed unit price based services’ section of the invoice shall include the total quantity of equipment by type and by subsystem under the care of the O&M Contractor together with the unit prices for the operation and maintenance of this equipment and the totals.

6.12.2.2  This section of the invoice is only expected to vary when additional equipment is added to the scope of the O&M Contractor or when equipment is removed from the scope of the O&M Contractor. When such changes occur a narrative shall be provided with the invoice that explains under which agreement and on which date what quantity and types of equipment and which subsystems were added or removed from the O&M Contractor’s scope.

6.12.2.3  Jam busting operators should be covered under the ‘Fixed unit price base services’ as part of each unit’s price.

6.12.2.4  Where equipment is added or removed from the scope the monthly fixed unit price shall be prorated.
6.12.3 3rd PARTY BASED SERVICES
The ‘3rd Party based services’ section of the invoice shall contain line items for all 3rd party specialist service provider services.

6.12.4 PARTS
The O&M Contractor shall invoice the Airports Authority for the actual cost expended by the O&M Contractor to purchase replacement parts and/or materials to fulfill the requirements of the Work specification and which have been approved in writing by the Contracting Officer and/or AIRPORT ENGINEER. This cost shall be invoiced to the Airports Authority at the end of the calendar month in which the O&M Contractor incurred it. Original invoice of parts purchased must be submitted to the Airports Authority. The O&M Contractor shall be reimbursed for all approved parts at invoice cost taking any discounts/rebates and similar items into consideration.

6.12.5 SUPPLEMENTAL SERVICES
The invoice shall include line items for AIRPORT ENGINEER agreed work orders for supplemental services (e.g. vandalism repair, optional add-on scope, etc).

6.12.6 DEDUCTIONS
6.12.6.1 The invoice shall include a deductions section where the value of the invoice is adjusted based on the achievement of the performance requirements of the BHS. The adjustment will be applied to the combined value of the ‘Base services’, ‘Fixed unit price-based services’ and ‘Hourly Services’.

6.12.6.2 The AIRPORT ENGINEER may also deduct any monies due from the O&M Contractor to the Airports Authority from the invoices as a deduction.

6.12.6.3 Deduction payment factors related to performance requirements are evaluated based on a daily basis and shall then be applied on a prorated basis to that day’s portion of the month. (i.e. the specific deduction payment factor for not meeting the performance requirements for 1 day result in deductions applied to that day’s portion of the monthly invoice (i.e. 1/28th, 1/30th or 1/31st).

6.12.6.4 There are possible deductions for not meeting the system availability requirements, barcode read rate requirements, baggage dimensioned requirements and baggage tracking accuracy. If more than one of the performance requirements is not met for a day the deduction factor for the worst case shall be applied.

6.12.6.5 The following deduction factor shall be apply for system availability performance:
Availability Payment Factor
98.0 - 100.0% 1 (No deduction)
97.9 - 97.99% 0.99
97.8 - 97.89% 0.98
97.7 - 97.79% 0.97
97.6 - 97.69% 0.96
Below 97.6% 0.95

6.12.6.6 The following deduction factor shall be apply for baggage tracking performance:
<table>
<thead>
<tr>
<th>Barcode Read Rate Payment Factor</th>
<th>Percentage Range</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 - 100%</td>
<td>(No deduction)</td>
<td>1</td>
</tr>
<tr>
<td>85 – 89.9%</td>
<td>0.99</td>
<td></td>
</tr>
<tr>
<td>80 - 84.9%</td>
<td>0.98</td>
<td></td>
</tr>
<tr>
<td>75 – 79.9%</td>
<td>0.97</td>
<td></td>
</tr>
<tr>
<td>70 - 74.9%</td>
<td>0.96</td>
<td></td>
</tr>
<tr>
<td>Below 70%</td>
<td>0.95</td>
<td></td>
</tr>
</tbody>
</table>

6.12.6.7 The following deduction factor shall be applied for baggage dimensioner requirements and barcode read rate performance:

<table>
<thead>
<tr>
<th>Barcode Read Rate Payment Factor</th>
<th>Percentage Range</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.0 - 100.0%</td>
<td>(No deduction)</td>
<td>1</td>
</tr>
<tr>
<td>97.9 - 97.99%</td>
<td>0.99</td>
<td></td>
</tr>
<tr>
<td>97.8 - 97.89%</td>
<td>0.98</td>
<td></td>
</tr>
<tr>
<td>97.7 - 97.79%</td>
<td>0.97</td>
<td></td>
</tr>
<tr>
<td>97.6 - 97.69%</td>
<td>0.96</td>
<td></td>
</tr>
<tr>
<td>Below 97.6%</td>
<td>0.95</td>
<td></td>
</tr>
</tbody>
</table>
6.13.1 MAINTENANCE INSPECTION
6.13.1.1 Beginning on or about thirty (30) business days prior to the Contract expiration/termination, the Airports Authority and/or their technical representative will thoroughly inspect the condition of all equipment covered by this Contract to audit the level of maintenance and service work performed.
6.13.1.2 There shall be no outstanding corrective maintenance items and all preventive maintenance shall be up to date at the contract phase-out.
6.13.1.3 At the expiration/termination of the Contract the spare parts inventory shall be fully replenished to the agreed inventory levels unless otherwise directed by the AIRPORT ENGINEER.
6.13.1.4 All deficiencies found shall be corrected by the O&M Contractor prior to the Contract expiration date. If deficiencies have not been corrected by the O&M Contractor by that date, then the Airports Authority will have the repairs performed by another vendor and the cost to perform the repairs shall be withheld from the O&M Contractor’s last payment.
6.13.1.5 The O&M Contractor shall provide all necessary labor, equipment, materials and technical expertise required to assist the Airports Authority in inspecting each Maintained System and sub-system. The O&M Contractor shall thoroughly exercise all systems and demonstrate each feature and function.

6.13.2 AIRPORTS AUTHORITY PROVIDED RESOURCES
Upon expiration/termination of the Contract, the O&M Contractor shall return to the Airports Authority, in good condition, all Airports Authority provided resources, computer hardware, communication devices, documentation, drawings, System O&M Manuals, and the like loaned by the Airports Authority, according to an inventory of Airports Authority provided equipment required under the Contract.

6.13.3 SECURITY DEVICES
Upon expiration/termination of the Contract or discontinuance of employment of any of O&M Contractor personnel working in the Airport, all airport keys, security badging and all other Airports Authority identification shall be surrendered to the Airports Authority.

6.13.4 RECORDS AND DOCUMENTATION
Upon Contract termination or the end of the Contract period all records and documentation, including, but not limited to, As-built/Record drawings, System O&M Manuals, Preventive Maintenance Schedules, Preventive Maintenance Records, CMMS Information, Equipment History Data and the like shall remain the sole property of the of the Airports Authority.
## PRICE SCHEDULE

<table>
<thead>
<tr>
<th>NO</th>
<th>Area</th>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Terminal 1A Departures: Installed by Vanderlande Industries</td>
<td>Check-in counters 1 to 16, which encompasses all of the group of counters designated as check-in West Departures BHS at T1A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Check-in counters 17 to 30 which encompasses all of the group of counters designated as check-in East Departures BHS at T1A.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Sorter North and Sorter South which encompasses all of the conveyors for automated sort system and baggage make-up carousels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Transfer 1 and Transfer 2 lines for all transfer baggage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>T1A Arrivals: Installed by Vanderlande Industries</td>
<td>The arrival Concourse which includes the three conveyors for International arrivals baggage re-claim.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Out of gauge conveyor.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>T1E Arrivals: Installed by Vanderlande Industries</td>
<td>The arrival Concourse which includes the five conveyors for International arrivals baggage re-claim.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>T2 Arrivals: Installed by Daifuku Logan</td>
<td>The arrival Concourse which includes the two conveyors for International arrivals baggage re-claim.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>T2 Departures Check-in counters 1 to 24: Daifuku Logan</td>
<td>Encompasses all of the group of counters designated as Departures BHS at T2. The operation, maintenance and repair of these systems is included in the scope of this SPECIFICATION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>ICT solution, computers and operators</td>
<td>Total applicable costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td>Area</td>
<td>Description</td>
<td>Year 1</td>
<td>Year 2</td>
<td>Year 3</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>11</td>
<td>Spares</td>
<td>All spares applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Major capital replacements</td>
<td>Anticipated major replacements (provisional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Duties</td>
<td>All applicable duties for related to importation on DDP incoterms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Taxes</td>
<td>All applicable taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Total cost per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Total cost for 3 years to be taken to form of tender</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6.14 APPENDICES
SECTION G – STANDARD FORMS

Notes on Standard Forms

1) The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2) When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Kenya Airports Authority pursuant to instructions to tenderers clause 12.3.

3) The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Kenya Airports Authority in accordance with the instructions to tenderers or general conditions of contract.

4) The performance security forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderers will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the Kenya Airports Authority and pursuant to the conditions of contract.
SECTION G – STANDARD FORMS

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

Tender No: ..

Dear Sir,

1. Having examined the tender documents including Addenda Nos. ....., 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 ...

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]

[Address of Employer]

Witness;

Name ..
APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

<table>
<thead>
<tr>
<th>CONDITIONS OF CONTRACT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security</td>
<td>Kshs 600,000.00</td>
</tr>
<tr>
<td>Amount of Performance Security</td>
<td>Ten percent of Tender Sum in the form as defined in the appendix to Instructions to Tenderers</td>
</tr>
<tr>
<td>Program to be submitted</td>
<td>Not later than fourteen days after issuance of Order to Commence</td>
</tr>
<tr>
<td>Minimum amount of Third Party Insurance</td>
<td>Kshs.5,000,000.00</td>
</tr>
<tr>
<td>Period for commencement, from the Engineer’s order to commence</td>
<td>Within seven (7) days</td>
</tr>
<tr>
<td>Time for completion</td>
<td>3 years</td>
</tr>
<tr>
<td>Amount of liquidated damages for each day of delay of remaining Works</td>
<td>0.1 %</td>
</tr>
<tr>
<td>Limit of liquidated damages</td>
<td>10% of Contract Value</td>
</tr>
<tr>
<td>Defect Liability period</td>
<td>N/A</td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td>N/A</td>
</tr>
<tr>
<td>Limit of Retention Money</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum amount of interim certificates</td>
<td>Contract value/Time for completion in months</td>
</tr>
<tr>
<td>Time within which payment to be made after Interim Payment Certificate signed by Engineer</td>
<td>Within 30 days after certification</td>
</tr>
<tr>
<td>Time within which payment to be made after Final Payment Certificate signed by Engineer</td>
<td>Within 30 days after final measurements of works and certification</td>
</tr>
<tr>
<td>Appointer of Arbitrator</td>
<td>Chief Justice of The Republic of Kenya</td>
</tr>
</tbody>
</table>
| Notice to Employer and Engineer | The Employers address is:  
Managing Director  
Kenya Airports Authority  
P. O. Box 19001 00501  
NAIROBI  

The Engineer’s address is:  
General Manager (P & ES),  
Kenya Airports Authority  
P. O. Box 19001 00501  
NAIROBI |

<table>
<thead>
<tr>
<th>Signature of Tender</th>
<th>Date</th>
</tr>
</thead>
</table>
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

________________________________________________________________________ (hereinafter called “the Employer”) of the one part AND

________________________________________________________________________ (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___________________________________________________________
FORM OF TENDER SECURITY

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

........................................... (name of Contract)

KNOW ALL PEOPLE by these presents that WE ................................... having our registered office at ..............................................(hereinafter called “the Bank”), are bound unto .................................................................(hereinafter called “the Employer”) in the sum of Kshs........................................... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this .................. Day of ........20............

THE CONDITIONS of this obligation are:

1. 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.

_________________________________________  ______________________________________
[signature of the Bank]                              [date]

_________________________________________
[witness]  ______________________________________
[seal]
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 ____________________________________________________
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)
QUALIFICATION FORMS

The tenderer must complete the following qualification forms in the format provided:

- Form EL1 1.1 - Tenderer Information Sheet
- Form EL1 1.2 - Party to JV Information Sheet
- Form CON - Historical Contract Non-Performance
- Form CCC - Current Contract Commitments / Works in Progress
- Form FIN 1.1 - Historical Financial Performance
- Form FIN 1.2 - Average Annual Turnover
- Form FIN 1.3 - Financial Resources
- Form EXP - Experience in Similar Works
- Form PER - Proposed Key Personnel
# Form ELI 1.1 - Tenderer Information Sheet

Date: ______________________  
Tender No.: ____________________  
Page _______ of _______ pages

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderer’s Legal Name</td>
</tr>
<tr>
<td>2.</td>
<td>In case of JV, legal name of each party:</td>
</tr>
<tr>
<td>3.</td>
<td>Tenderer’s actual Country of Registration:</td>
</tr>
<tr>
<td>4.</td>
<td>Tenderer’s Year of Registration:</td>
</tr>
<tr>
<td>5.</td>
<td>Tenderer’s Legal Address:</td>
</tr>
</tbody>
</table>
| 6. | Tenderer’s Authorized Representative Information  
   Name:  
   Address:  
   Telephone/Fax numbers:  
   Email Address: |
| 7. | Attached are copies of original documents of:  
   • Registration/Incorporation of firm named in 1 above, in accordance with Instructions to Tenderers.  
   • In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with Instructions to Tenderers  
   • Valid tax compliance certificate  
   • Registration with the National Construction Authority Class NCA3 and above |
Form ELI 1.2 - Party to JV Information Sheet

Date: ______________________
Tender No. ______________________
Page ________ of ________ pages

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderer’s Legal Name:</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name:</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration:</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of Registration:</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal Address in Country of Registration:</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party Authorized Representative Information</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
</tr>
</tbody>
</table>

7. Attached are copies of original documents of:
   - Registration/Incorporation of firm named in 1, above, in accordance with Instructions to Tenderers.
   - Valid tax compliance certificate
   - Registration with the National Construction Authority Class NCA3 if not attached as required in ELI 1.1
Form CON - Historical Contract Non-Performance

Tenderer’s Legal Name: _______________________
JV Partner Legal Name: _______________________
Date: _______________________
Tender No. _______________________
Page ________ of ________ pages

### Non-Performing Contracts

- Contract non-performance did not occur in the last five (5) years in accordance with _____, evaluation criteria

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Debarment Declaration

- Has not been debarred from participating in public procurement. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Pending Litigation

- No pending litigation
- Pending litigation

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_____________________________
Signature of authorized representative with power of attorney
Form CCC - Current Contract Commitments / Works in Progress

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<table>
<thead>
<tr>
<th>Name of contract</th>
<th>Employer, contact address/tel/fax</th>
<th>Value of outstanding work (current Kshs equivalent)</th>
<th>Estimated completion date</th>
<th>Average monthly invoicing over last six months (Kshs/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<tr>
<td>etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form FIN 1.1 - Historical Financial Performance

Tenderer’s Legal Name: _______________________
JV Partner Legal Name: _______________________
Date: ______________________
Tender No. ______________________
Page ________ of ________ pages

To be completed by the Tenderer and, if JV, by each partner

<table>
<thead>
<tr>
<th>Financial information in Kshs equivalent</th>
<th>Historic information for previous three (3) consecutive years (Kshs equivalent in 000s) (2018, 2017, 2016 or 2015)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>Information from Balance Sheet</td>
<td></td>
</tr>
<tr>
<td>Total Assets (TA)</td>
<td></td>
</tr>
<tr>
<td>Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (NW)</td>
<td></td>
</tr>
<tr>
<td>Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities (CL)</td>
<td></td>
</tr>
<tr>
<td>Information from Income Statement</td>
<td></td>
</tr>
<tr>
<td>Total Revenue (TR)</td>
<td></td>
</tr>
<tr>
<td>Profits Before Taxes (PBT)</td>
<td></td>
</tr>
</tbody>
</table>

- Attached are copies of audited accounts for the years required with the following conditions:
  i. Must reflect the financial situation of the Tenderer and/or partner to a JV, and not sister or parent companies
  ii. Historic audited accounts must be audited by a certified accountant
  iii. Historic audited accounts must be complete, including all notes to the financial statements
  iv. Historic audited accounts must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
Form FIN 1.2 - Average Annual Turnover

Tenderer’s Legal Name: _______________________
JV Partner Legal Name: _______________________
Date: _______________________
Tender No. _______________________
Page _______ of _______ pages

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>Kshs equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Average Annual Turnover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form FIN 1.3 - Financial Resources

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means such as current bank statements or letter from the bank available to meet the total implementation cash flow demands of the subject contract or contracts.

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount (Kshs equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
**Form EXP - Technical Experience in Similar Works**

Tenderer’s Legal Name: _______________________
JV Partner Legal Name: _______________________
Date: _______________________
Tender No. _______________________
Page _______ of _______ pages

<table>
<thead>
<tr>
<th>Similar Contract Number: 1 of 3 required.</th>
<th>Information</th>
</tr>
</thead>
</table>
| Contract Identification | _______________________
| Commencement date | _______________________
| Completion date | _______________________
| Brief Description of the Works performed by the Tenderer: | _______________________
| Role in Contract | Contractor □ Management Contractor □ Subcontractor □ |
| Total contract amount | ________________________ Kshs_______ |
| If partner in a JV or subcontractor, specify participation of total contract amount | % | Kshs_______ |
| Employer’s Name: | _______________________
| Address: | _______________________
| Telephone/fax number: | _______________________
| E-mail: | _______________________
| Name of contact person: | _______________________


<table>
<thead>
<tr>
<th>Similar Contract Number: 2 of 3 required.</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Identification</td>
<td></td>
</tr>
<tr>
<td>Commencement date</td>
<td></td>
</tr>
<tr>
<td>Completion date</td>
<td></td>
</tr>
<tr>
<td>Brief Description of the Works performed by the Tenderer:</td>
<td></td>
</tr>
<tr>
<td>Role in Contract</td>
<td></td>
</tr>
<tr>
<td>☐ Contractor</td>
<td>☐ Management Contractor</td>
</tr>
<tr>
<td>Total contract amount</td>
<td>Kshs_______</td>
</tr>
<tr>
<td>If partner in a JV or subcontractor, specify participation of total contract amount</td>
<td>%</td>
</tr>
<tr>
<td>Employer’s Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone/fax number:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Name of contact person:</td>
<td></td>
</tr>
<tr>
<td>Similar Contract Number: 3 of 3 required.</td>
<td>Information</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Contract Identification</td>
<td>__________________________</td>
</tr>
<tr>
<td>Commencement date</td>
<td>__________________________</td>
</tr>
<tr>
<td>Completion date</td>
<td>__________________________</td>
</tr>
<tr>
<td>Brief Description of the Works performed by the Tenderer:</td>
<td>__________________________</td>
</tr>
<tr>
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<td>__________________________</td>
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<td>__________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Role in Contract</th>
<th>Contractor</th>
<th>Management Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total contract amount</td>
<td>__________</td>
<td>Kshs______</td>
<td></td>
</tr>
</tbody>
</table>

If partner in a JV or subcontractor, specify participation of total contract amount

| Employer’s Name: | |
|------------------||

| Address: | |
|----------||

| Telephone/fax number: | |
|----------------------||
| E-mail:              | |

| Name of contact person: | |
|-------------------------|
Form PER - Proposed Key Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Instruction to Tenderers clause 2.3(b). The data on their experience should be supplied using the Form below for each candidate.

<table>
<thead>
<tr>
<th>Position: Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present employment</td>
<td>Name of employer</td>
<td></td>
</tr>
<tr>
<td>Address of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Contact (manager / personnel officer)</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Job title</td>
<td>Years with present employer</td>
<td></td>
</tr>
</tbody>
</table>

Summary of professional experience in at least the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

CV's of key personnel must be submitted with the tender
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:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Part 2(c) – Registered Company:**

Private or public............................................................................................................

State the nominal and issued capital of the Company:

Nominal Kshs..............................................................................................................

Issued Kshs...............................................................................................................  

Give details of all directors as follows:


1. ........................................................................................................................................

2. ........................................................................................................................................

3. ........................................................................................................................................

4. ........................................................................................................................................

**Part 2(d) – Interest in the Firm:**

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

I certify that the information given above is correct.

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

(Title) (Signature) (Date)

* Attach proof of citizenship
STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE

PRICES MUST BE QUOTED IN KENYA SHILLINGS ONLY
LETTER OF NOTIFICATION 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
MANUFACTURER’S AUTHORISATION FORM

To:

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

RE: PROVISION OF MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM (BHS) AT
JOMO KENYATTA INTERNATIONAL AIRPORT
TENDER NO. KAA/OT/JKIA/1512/2018-2019

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. 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.
SELF-DECLARATION FORM

1. ANTI-CORRUPTION DECLARATION

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

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

   a) The person shall be disqualified from entering into a contract for the procurement; or
   b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.
   c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KAA may have.

Name _________________________ Signature __________________ Date ______________

Company Seal / Business Stamp

2. ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name _________________________ Signature __________________ Date ______________

Company Seal / Business Stamp

3. NON-DEBARMENT DECLARATION

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

Name _________________________ Signature __________________ Date ______________

Company Seal / Business Stamp
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: PROVISION OF MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM (BHS) AT JOMO KENYATTA INTERNATIONAL AIRPORT

TENDER NO: KAA/OT/JKIA/1512/2018-2019

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: __________________________________________________________________
Notice!
This questionnaire forms part of Kenya Airports Authority tender evaluation process and is to be completed by Tenderers and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderers Safety, Health and Environment Management System. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity for relevant matters.

<p>| CONTRACT No. | : |
| CONTRACT DESCRIPTION: |
| RESPONSIBLE PERSON : |
| CONTRACTOR : |
| DATE : |</p>
<table>
<thead>
<tr>
<th>Tenderer Safety, Health and Environmental Questionnaire</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 SHE Policy &amp; Management.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Is there a written company Safety, Health and Environmental Policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 If yes provide a copy of this Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0 Does the company have a SHE Management System certified by recognized independent authority e.g. ISO 18001, ISO 14001?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 If yes provide details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0 Is there a company SHE Management System manual or plan?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 If yes provide a copy of the content page (S)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0 Are Safety, Health &amp; Environment responsibilities clearly identified for all levels of management and staff?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 If yes provide details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0 Are there documented Safety Work Practices and Procedures for the normal work done by the company?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.0 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?</td>
<td></td>
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</tr>
<tr>
<td>6.1 If yes provide a summary listing of procedures or instructions.</td>
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<tr>
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</tr>
<tr>
<td>7.0</td>
<td>Is there a register of injury document?</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>If yes provide details.</td>
<td></td>
</tr>
<tr>
<td>8.0</td>
<td>Is there a documented incident investigation procedure?</td>
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<td>8.1</td>
<td>If yes provide a copy of a standard incident report form.</td>
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<tr>
<td>9.0</td>
<td>Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?</td>
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<tr>
<td>9.1</td>
<td>If yes provide details.</td>
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<tr>
<td>10.0</td>
<td>Are there procedures for storing and handling hazardous substances?</td>
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<tr>
<td>10.1</td>
<td>If yes provide details.</td>
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<tr>
<td>11.0</td>
<td>Are there procedures for identifying, assessing and controlling risks associated with manual handling?</td>
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<tr>
<td>11.1</td>
<td>If yes provide details</td>
<td></td>
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<tr>
<td>12.0</td>
<td>SHE Training</td>
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<tr>
<td>12.1</td>
<td>Describe how Safety, Health and Environmental training is conducted in your company.</td>
<td></td>
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<tr>
<td>12.2</td>
<td>Is a record maintained of all training and induction programs undertaken for employees in your company?</td>
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<tr>
<td>12.3</td>
<td>If yes provide examples of Safety Training records.</td>
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<tr>
<td>13.0</td>
<td>Safety, Health and Environmental Workplace Inspection</td>
<td></td>
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<tr>
<td>13.1</td>
<td>Are regular Safety, Health &amp; Environmental Inspections at Worksites undertaken?</td>
<td></td>
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<td></td>
<td>If yes provide details.</td>
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<tr>
<td>Section</td>
<td>Question</td>
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<tr>
<td>13.2</td>
<td>Is there a procedure by which employees can report hazards at workplaces?</td>
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<tr>
<td>13.3</td>
<td>If yes provide details.</td>
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<tr>
<td>14.0</td>
<td>Safety, Health &amp; Environmental Consultations</td>
<td></td>
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<tr>
<td>14.1</td>
<td>Is there workplace Safety, Health &amp; Environmental Committee?</td>
<td></td>
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<td>14.2</td>
<td>Are there employees involved in decision making over SHE matters?</td>
<td></td>
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<td>14.3</td>
<td>If yes provide details</td>
<td></td>
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<tr>
<td>14.4</td>
<td>Are there employee elected Safety, Health and Environmental representatives?</td>
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<tr>
<td>15.0</td>
<td>SHE Performance Monitoring</td>
<td></td>
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<tr>
<td>15.1</td>
<td>Is there a system of recording and analyzing Safety, Health and Environmental performance statistics including number and type of injuries and incidents.</td>
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<tr>
<td>15.2</td>
<td>If yes provide details</td>
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<tr>
<td>15.3</td>
<td>Are employees regularly provided with information on company Safety, Health and Environmental performance?</td>
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<td>15.4</td>
<td>If yes provide details</td>
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<td>15.5</td>
<td>Has the company ever been convicted of an occupational Safety, Health and Environmental offence?</td>
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<tr>
<td>15.6</td>
<td>If yes provide details</td>
<td></td>
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<tr>
<td>16.0</td>
<td>Company Reference</td>
<td></td>
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<td>16.1</td>
<td>Provide the following information for the three (3) most recent contracts completed by the company.</td>
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</table>

**Other Comments:**