



**SUPPLY, DELIVERY AND INSTALLATION
OF
FOOD COURT FURNITURE
AT
JOMO KENYATTA INTERNATIONAL AIRPORT
TERMINAL IA DEPARTURES
TENDER NOS. KAA/OT/MKT/I533/2018-2019**

JUNE 2019

TABLE OF CONTENTS

		PAGE
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	6
	Appendix to Instructions to Tenderers	20
	TECHNICAL SPECIFICATIONS.....	23
	PRICE SCHEDULE FOR GOODS.....	30
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	32
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	36
SECTION V	SCHEDULE OF REQUIREMENTS.....	37
	SECTION VISTANDARD FORMS.....	40
	8.1 FORM OF TENDER.....	40
	8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	41
	8.3 TENDER SECURITY FORM.....	40
	8.4 SITE VISIT CERTIFICATE.....	45
	8.5 SELF-DECLARATION FORM.....	46

SECTION I - INVITATION TO TENDER

Tender Ref No: - KAA/OT/MKT/I533/2018-2019

DATE: 4TH JUNE 2019

Tender name: **Supply and Installation of Food Court Furniture in Terminal IA at Jomo Kenyatta International Airport**

1. The Kenya Airports Authority (KAA) invites bids from eligible candidates to the **Supply and Installation of Food Court Furniture in Terminal IA at Jomo Kenyatta International Airport**
- 1.2 Interested eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, office of the GM (Procurement & Logistics) from **8.00 am to 5.00 pm** local time, Monday to Friday except lunch time between **1.00 pm and 2.00 pm** and on public holidays.
- 1.3 A complete set of tender documents in English language may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand Only (Kshs. 1,000/-) or an equivalent amount in freely convertible currency in cash or Bankers cheque payable to the Managing Director, Kenya Airports Authority. However, the tender document can also be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (ppip.go.ke) and thereafter bidders can forward their company's details to tenders@kaa.go.ke so that any addendum/clarifications can be send to their email address.
- 1.4 Prices quoted should be net and must be in Kenya shillings and shall remain valid for **120** days from the closing date of Tender.
- 1.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked "DO NOT OPEN BEFORE **21st June, 2019 at 11.00 a.m.**" and addressed to:

**Managing Director
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI, KENYA**
- and deposited in the Tender Box situated on 2nd Floor, Kenya Airports Authority Headquarters.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1th Floor, Kenya Airports Authority Headquarters complex building.
- 1.7 The Tender Security shall be **Kenya Shillings one hundred thousand (100,000.00)** and shall be valid for **150 days** from the date of tender opening.

- 1.8 A Site Visit & Pre-bid meeting will be held at KAA Headquarters on **18th June 2019 at 10.00 a.m.** Bidders to Congregate at the Conference room at the roof top of the parking garage in JKIA.
- 1.9 **Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/portal> All bidders are advised to regularly check the website during the bidding period.**
- 1.10 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

GM (PROCUREMENT & LOGISTICS)
For: MANAGING DIRECTOR/CEO

2.1 SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	9
2.13 Goods' eligibility and conformity to tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	12
2.17 Sealing and marking of tenders.....	13
2.18 Deadline for submission of tender	13
2.19 Modification and withdrawal of tenders.....	13
2.20 Opening of tenders.....	14
2.21 Clarification of tenders.....	15
2.22 Preliminary examination.....	15
2.23 Conversion to single currency.....	16
2.24 Evaluation and comparison of tenders.....	16
2.25 Contacting the procuring entity.....	16
2.26 Award of contract.....	16
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	17
(d) Procuring entity's right to accept or reject any or all tenders	17
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	18
2.30 Corrupt or fraudulent practices.....	19

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000.

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

2.4. **The Tender Document**

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

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

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

2.5 **Clarification of Documents**

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

source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

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

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

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

2.15 **Validity of Tenders**

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

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

2.16 **Format and Signing of Tender**

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **21st June 2019 at 11.00 am**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **21st June 2019 at 11.00 am.**

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date 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.

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

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

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for letting, leasing, licensing, tenancy, franchise or management contract of **Supply and Installation of Food Court Furniture** shall complement, supplement, or amend, the provisions on 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.

A	MANDATORY REQUIREMENTS		REMARKS
2.1.1	Eligibility	The tender is open to all tenderers.	<i>Bidders to provide business profile</i>
2.3	Cost of Tendering	Tender documents shall be obtained at a cost of the amount indicated in the Invitation for Tenders. Tender documents may also be downloaded from the KAA website (http://www.kaa.go.ke) or from Public Procurement Information Portal at www.ppip.go.ke free of charge and thereafter bidders must forward their company's details to tenders@kaa.go.ke	
2.5.1	Clarification	The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders	
2.8	Form of Tender	Bidders shall provide a duly filled Form of Tender .	<i>Bidders to Comply</i>
2.14	Tender Security	Bidders to provide a Tender security of Kshs. 100,000.00 The Tender Security shall remain valid for 150 days after opening of bids and shall be in form of; a) Cash or banker's cheque, b) A bank guarantee, c) Or such insurance guarantee as approved by the Public Procurement Regulatory Authority, (tenderer shall submit policy number).	<i>Bidders to Comply</i>
2.15	Tender Validity	Tenders shall remain valid for 120 days	<i>Bidders to Comply</i>

2.20	Opening of Tenders	Tenders shall be opened on 21 st June 2019 at 11.00 am	<i>Bidders to Comply</i>
	Preliminary Examination and Responsiveness	<p>The bids shall be evaluated on their responsiveness to preliminary requirements as set out in the tender document;</p> <p>I. <u>Tender completeness</u></p> <ul style="list-style-type: none"> • Copy of Certificate of Registration /Incorporation • Valid KRA Tax Compliance Certificate • Tender Surety of Kshs.100,000.00 valid for 150 days. • The bidder shall provide copy of current CR-12. Where one or more of the shareholders is a company (beneficial ownership), the CR-12 of such a company shall be provided. (in case of joint venture, both parties to submit) • The bidder shall provide copy of valid business permit <p>Complete and duly signed forms:</p> <ul style="list-style-type: none"> • Submit a duly filled Statement of financial compliance • Submit a duly filled Confidential Business Questionnaire. • Submit duly filled and signed Form of Tender • Submit a duly signed Site visit certificate • Duly filled self-declaration form <p>II. <u>Financial capability</u></p> <p><input type="checkbox"/> Bidders shall prove that they have the financial ability to undertake contract by demonstrating ability to access Kshs. 3,000,000.00 funds necessary for the business.</p> <p>This shall be by way of Bankers Letter / Line of Credit or a letter from the bank, a letter from the bank specific to the tender, bank overdraft or current bank statement or line of credit in excess of KShs.3,000,000 for this tender.</p>	<p><i>Bidders to Comply</i></p> <p><i>Firms that are evaluated as non-responsive to all the Compliance requirements shall be disqualified from further revaluation.</i></p>

		<p>III. <u>Relevant Experience</u></p> <ul style="list-style-type: none"> - Bidders shall provide documentary proof of <i>two sites where they have supplied similar furniture (food court)</i>, in the form of contracts/ LPOs. - Bidders must provide company catalogue that demonstrates in detail the range of furniture available for supply. 	
		<p>IV. The tenderers MUST present information along with their offers as follows:</p> <ul style="list-style-type: none"> a) Shortest possible delivery period of each product b) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses. 	
		<p>V. Relevant product catalogue for all listed items in this tender.</p>	
		<p>VI. Brochure demonstrating technology used for assembling of the furniture as Integrated Gridlock Mechanism (IGM).</p>	
		<p>VII. Delivery period shall not be more than 12 weeks from the date of award of this tender. The actual delivery period must be indicated.</p>	
2.22	Evaluation and comparison of Tenders	Having met the Preliminary Requirements, successful firms will be subjected to a technical evaluation as given below.	
	Award Criteria	Successful tenders shall be the one that is eligible to participate in the tender, be responsive to preliminary requirements and is determined to be the lowest evaluated bid.	

NOTE: At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further

(B) TECHNICAL REQUIREMENTS

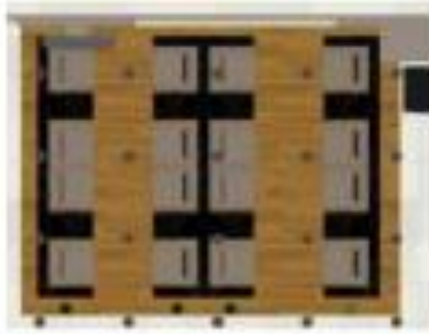
Having met the mandatory requirements, the firms shall be subjected to a technical evaluation based on criteria below.

Technical proposals will be evaluated for their compliance of responsiveness to various tender requirements. KAA will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with the requirements set forth in the BID Documents. In order to reach such a determination, KAA will examine and compare the various technical aspects of the BIDS on the basis of the information supplied by the Bidders, taking into account the following factors:

1. Overall completeness and compliance and deviations from the KAA Requirements to the Proposal/conditions. The BID that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected as non-responsive.
2. Each responsive Bid shall be given a technical score based on weightages assigned to various parameters of technical proposal as given below. The compliance **MUST** be backed up by relevant catalogues for marks to be earned (relevant sample materials to be used will earn additional marks if attached – must be labelled). Irrelevant samples will not earn any marks).

TECHNICAL SPECIFICATIONS

	ITEM	DESCRIPTION	INDICATE COMPLIANCE (tick)	
			YES	NO
1	Dalex Lounge Desk	DALEX 5658 SPECIAL DESK Desk to fit 16 individual seats (Leather Nirvana Sofas below) Dimensions: 475by 475cm Height 90cm Width: 90 cm Depth: 475 cm Height: 90 cm Height: 1,2 cm		
		Will have provision for USB charging points for every seat and power socket (16)		
		Top 12 mm thick 1st class g-ext material		
		Resistant to sunlight, hot-trays, rain, wind friction and climate conditions. Resistant to chemicals and mantle originating from the atmosphere		
		Color - KOD 5658 Black		
		Joint Mechanism - Integrated Gridlock Mechanism (IGM)		



LINO
COFFEE
TABLE

Beech Wood - Dark Walnut

Diameter :50cm

Height: 53cm

Joint mechanism – Integrated Gridlock Mechanism (IGM)

Base

Shall be made from high dried rubber wood
With 10 mm plastic glides



**INDOOR
ARMCH
AIRS**
Product
Name:
PRIME

Width: 75cm



Depth: 78 cm

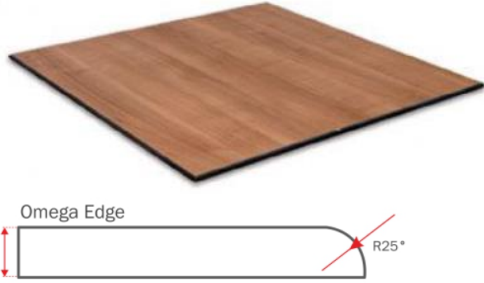

Height: 94 cm



Seating Height: 49

Weight: approx. 14.6 kg

Base:

	<p>Solid Beechwood frame Seating part shall be made from D26, 50mm thick flame retardant foam insert Back part shall be made from D26, 30mm thick flame retardant foam insert</p>		
	<p>Joint mechanism – Integrated Gridlock Mechanism (IGM)</p>		
	<p>Finishes Leather type <u>Flokser</u> TR STOCKON (INC) FR-5 400 YES</p>  <p>Weight – 630±5 g/m2 Thickness – 1.10±5 mm Flame retardant Antimicrobial properties PU – 2% PVC – 82% Polyester – 8% Cotton – 8% Polyurethane must be DMF Free</p>		
	<p>Beechwood Light walnut wood finish armrests</p>		
			
OUTDO OR TABLE - TABLE TOP	<p>Beechwood Light Walnut</p>		
	<p>Width: 70 cm Depth: 120cm Height: 2.4 cm</p>		
	<p>1st class g-ext. material Resistant to sunlight, hot-trays, rain, wind friction and climate conditions</p>		

	<p>Resistant to chemical and mantle originating from the atmosphere Resistant to bacteria Easy to clean High resistance to fire Resistance to staining – level 5</p>		
	 <p>Top: 2*12 mm thick Density – 1.4g/cm2</p>		
<p>OUTDO OR TABLE TABLE TOP</p>	<p>Beechwood Walnut Light Walnut</p>		
	<p>70 by 70 cm</p>		
	<p>2* 12 mm thick 1st class g-ext. material</p>		
	<p>Resistant to sunlight, hot-trays, rain, wind friction and climate conditions Resistant to chemical and mantle originating from the atmosphere</p>		
			
<p>INDOOR CHAIR Product Name: TORONT O</p>	<p>Width: 49 cm Depth: 56 cm Height: 91 cm Seating Height: 50 cm Weight: 7.0 kg</p>		
	<p>Base: - Solid Beachwood frame Light Walnut COLOR for the Ply Calypso 600 - Solid Beachwood frame Light Walnut for Alk Bello 582 Seating shall be made from D26, 50mm thick flame retardant foam insert Back part shall be made from D26, 30mm thick flame retardant foam insert</p>		

	Seat cover - Leather		
	Finishes: Light walnut wood finish (H210)		
	Joint mechanism – Integrated Gridlock Mechanism (IGM)		
			
	<u>Leather Type and color</u> Alya New King I3742  <u>Properties</u> Weight – 658±5 g/m2 Thickness – 0.85±5mm PVC – 76%, Polyester – 22%, PU - 2 Flame retardant Resistance to abrasion – 230.000 martin dale Bursting strength - >600kPa		
<u>INDOOR ARMCH AIRS- SOFA</u>	NIRVANA SOFAS		
	Width: 72 cm Depth: 71 cm Height: 71 cm Seating Height: 41 cm		
	Base: Seating part shall be made from D26, 50mm thick flame retardant foam insert Back part shall be made from D26, 30mm thick retardant foam insert		
	Joint mechanism – Integrated Gridlock Mechanism (IGM)		

Finishes:

Frame –
Solid Beachwood (light walnut) OR
Metal frame



Leather type and color

Flokser TR STOCKON INC FR - 5 007 KREM
OR Alya New King I3719




Flokser properties

Weight – 630±5 g/m²
Thickness – 1.10±5 mm
Flame retardant
Antimicrobial properties
PU – 2%
PVC – 82%
Polyester – 8%
Cotton – 8%

New King properties

Weight – 658±5 g/m²
Thickness – 0.85±5mm
PVC – 76%, Polyester – 22%, PU - 2
Flame retardant
Resistance to abrasion – 230.000 martin dale
Bursting strength - >600kPa

Delta Square Table Base	Wood Type: Beech wood 1st class laminated rubber wood is used for table bases. Base of table base is 37x37cm black painted metal. Body part of table base is 90x90cm cubic shape laminated rubber wood.		
	Components of the products are processed by CNC machineries. Imported adhesive which passed CREEP Test and CATAS certificated, resistant to water and humidity is used as D3 norms.		
	Polyurethane based , reaction cured, lead free two component filling is applied to all tables during polishing process. LIGHT WALNUT		
	Joint mechanism – Integrated Gridlock Mechanism (IGM)		
			
PRODUCT CATALOG UE	Brochure (relevant to product above with detailed properties of all items) OR Video (relevant to products above with detailed properties of all items)		
WARANTE E	The bidder is to provide not less than one year waranttee on all the furniture supplied		

NB; Bidders who are not compliant to any of the above requirements will be disqualified and shall not be evaluated further.

(C) FINANCIAL REQUIREMENTS

BILLS OF QUANTITIES

S/No.	Item Description	Unit	Qty	Unit Cost Kshs.	Amount Kshs.
1.0	DESK Sandalex Desk to fit 16 individual Nirvana Leather Sofas	No.	1		
2.0	COFFEE TABLE Lino Coffee Table in Beechwood, Light Walnut	No.	4		
4.0	ARM CHAIRS Leather Indoor Armchairs with Wooden Beechwood arms	No.	16		
5.0	OUTDOOR TABLE Beech Light Walnut Table Top Width70 cm by Depth: 120cm	No.	35		
6.0	OUTDOOR TABLE Beechwood Light Walnut Table top 70 by 70 cm	No.	27		
7.0	INDOOR CHAIR TORONTO indoor chair with solid beechwood frame, flame retardant foam insert with leather cover	No.	194		
8.0	INDOOR ARMCHAIRS-SOFA (Leather Nirvana Wood) Indoor Leather Sofas with Flame retardant foam insert	No.	16		
9.0	Delta Square Table Base Table base with 1st class laminated rubber wood Base of table base is 37x37cm and Body part of table base is 90x90cm	No.	100		
	Subtotal, Kshs				
	Add 16% V.AT, Kshs				
	GRAND TOTAL IN KSHS. INCLUSIVE OF ALL TAXES				

DELIVERY PERIOD AND SAMPLES

Declaration that	
1. the above quoted items shall be delivered in no more than 12 weeks from date of Award of this Tender.	
2. Successful bidder MUST PRESENT SAMPLES for approval before delivery. Items not meeting the set standards will not be accepted and will lead to disqualification.	
Name of Bidder:	
Delivery period:	
Stamp	Signature

The tender will be awarded to the lowest evaluated bidder.

Site Visit

Bidders are informed that Pre-Bid meeting and site visit will be held on **18th June 2019 at 10.00 am in Jomo Kenyatta International Airport**. Although attendance of the pre-bid meeting is not mandatory, the tenderer's site visit at his/her own time is mandatory and shall ensure that the site visit certificate is signed after such visit. The costs for this visit are borne by the tenderer. The site is in a restricted area and prior arrangements for relevant access need to be made in good time before the meeting.

NOTE

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

Bidders are required to serialize their bidding document from the first to the last page including all the attachments.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor’s performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity 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.

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- (a) Cash.
- (b) A bank guarantee.
- (c) Such insurance company guarantee approved by the Authority.
- (d) A letter of credit.

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.82. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity'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 amendments signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed **10%** of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) If the Contractor 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 Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Procuring entity 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

- 3.13.1 The Procuring entity 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 procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. 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.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	Performance Security shall be equivalent to 10% of the contract price
3.8.1	There shall be no advanced payment Payment shall be made after delivery installation and inspection of the furniture provided by the supplier
3.14.2	<i>Chartered Institute of Arbitrators, Kenya Branch</i>
3.16.1	<i>Laws of Kenya</i>
3.18.1	Kenya Airports Authority P.O. Box 19001 – 00501 <u>NAIROBI</u>

(Complete as necessary)

SECTION V. SCHEDULE OF REQUIREMENTS

A: BACKGROUND

I. Introduction

Jomo Kenyatta International Airport (JKIA) is the largest International Airport in Kenya operated and managed by The Kenya Airports Authority. The airport is located 18KM away from Nairobi City and currently handles over **8 million passengers annually**.

JKIAs International departure Terminal IA has a food court with a common seating area measuring approximately 400 square meters on the second floor. The food court has six different restaurants offering various cuisines designed to cater for the varying needs of the airport users.

The purpose (or intent) of this tender is to solicit competitively for the supply and installation of food court furniture.

II. Objectives:

- a) Improve customer comfort
- b) Improve ambience
- c) Contribute to overall customer satisfaction index.
- d) Provide durable modern furniture of international standard
- e) To uplift the image at the customer contact points to international status comparable with leaders in the industry
- f) To offer comfort and value for money to users

III. Scope

The scope under these is to supply and install food court furniture comprising chairs, armchairs, sofas, outdoor tables, at JKIAs Terminal IA departures, Level 2.

The bidders are encouraged to visit the site and familiarize with the airport logistics requirements.

Note:

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.

Warranty Period

The successful bidder shall provide necessary support and advice on how the furniture will be maintained during the warranty period.

- a) Instructions and training on cleaning materials to be used and how it will be conducted
- b) Provide parts for replacement as necessary e.g. nuts, bolts, screws e.t.c
- c) Training on maintenance and repairs of the furniture

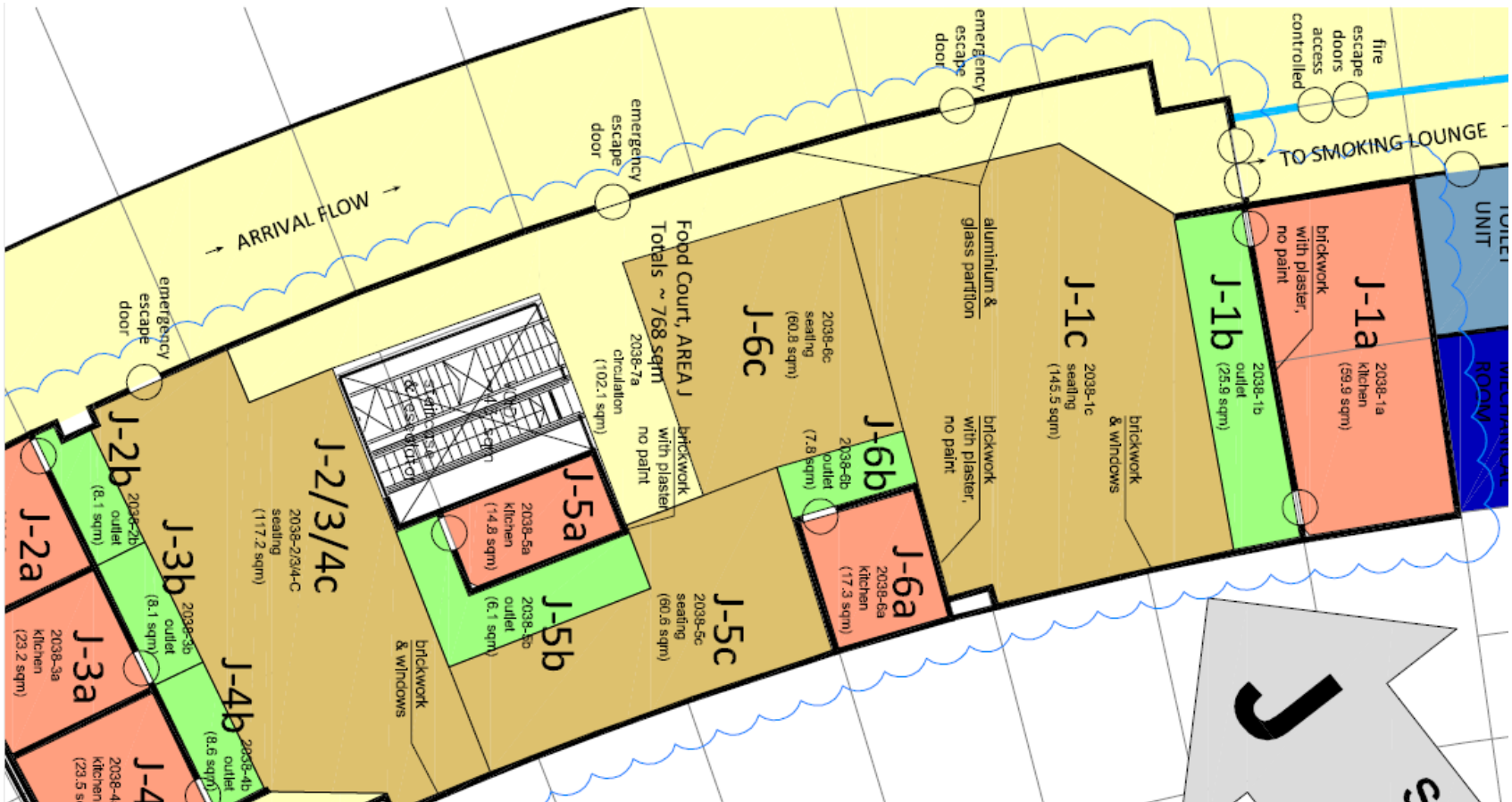
Technical Specifications

- i) These specifications describe the requirements for goods. Tenderers **MUST** submit with their offers the detailed **specifications, drawings and catalogues** for the products they intend to supply
- ii) Tenderers **MUST** indicate on the technical specifications sheets whether the equipment offered comply with each specified requirement by indicating **YES** or **NO**
- iii) All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject or accept the products, if such deviations shall be found critical or not to the use and operation of the products.

CONDITIONS

- i. The bidder must allow for all expenses in his quotation, as no more payments shall be allowed. The contractor shall take into consideration all costs including car park charges, transportation and installation of materials and government taxes and shall include the same in his quotation. The Authority shall **NOT** allow for any price changes during the contract period.
- ii. All furniture and accessories provided shall be of the type and quality specified in the Bill of Quantities and shall be inspected before installation. Any item found to be unsuitable shall be rejected and the contractor shall be required to remove it from site at his own expense.
- iii. The successful bidder **MUST PROVIDE SAMPLES** of furniture to be approved before delivery. Failure to meet the set standards will lead to disqualification.
- iv. The whole cost of complying with the requirements shall be included in the items provide in the Bill of Quantities.
- v. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not.
- vi. The Defect Liability Period for furniture is **6-Months** after delivery.
- vii. Retention of **5%** of the contract price shall be done within the defect liability period.
- viii. A warranty period of **1-year** shall be granted on all furniture.
- ix. The Price Validity period is **120 days** from bid submission date.

TERMINAL IA FOOD COURT FLOOR PLAN



SECTION VI - STANDARD FORMS

FORM OF TENDER

To: _____ Date _____
Name and address of procuring entity _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies: -

- 4. Having examined the Tender documents including Addenda No. (insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- 5. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
- 6. We agree to abide by this Tender for a period of **120** days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 7. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 8. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2019

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

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

Part _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No. Fax Email
Nature of business
Registration Certificate No.
Maximum value of business which you can handle at any one time Kshs.
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin Citizenship details.....

Party 2(b) – Partnership Give details of partners as follows

	Name Shares	Nationality	Citizenship	Details
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public
State the nominal and issued capital of the company –
Nominal Kshs..
Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship	Details
1.	Shares			

2.

3.

Date..... Signature of Tenderer

TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said

Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
 - (c) Refuses correction of arithmetic errors in the tender.

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

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

[Signature of the Bank]

(Amend accordingly if provided by Insurance Company)

AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]

Who are established and reputation dealers in *[Type of business]* having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

SITE VISIT CERTIFICATE

This is to certify that I,

(Name of Tenderer or his Representative)

of the firm of

(Name of Firm Tendering) in the company of

.....
(Name of KAA Representative conducting the visit)

Visited the site in connection with the tender: Food court Furniture – Jomo Kenyatta International Airport

Having previously studied the Tender Documents, I carefully examined the Site for the Food court.

I have made myself familiar with all the local conditions likely to influence the works, project and the costs thereof.

I further certify that I am satisfied with the description of the development and the explanations given by the said Representative and I understand perfectly the work to be as specified and implied in the execution of the Contract.

Signed Date

Name

(Tenderer or his Representative)

Signed Date

Name

(KAA Representative Conducting the visit)

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name..... Signature..... Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

Name.....Signature.....Date.....

Company Seal/Business Stamp