



**SUPPLY AND IMPLEMENTATION OF  
NETWORK ACCESS CONTROL SYSTEM  
FOR KENYA AIRPORTS AUTHORITY**

**TENDER No. KAA/OT/ICT/I529/2018-2019**

**JUNE 2019**

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**Managing Director  
Kenya Airports Authority  
P. O. Box 19001 00501  
NAIROBI**

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**General Manager-ICT  
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## SECTION I. INVITATION FOR TENDERS

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DATE; 4<sup>TH</sup> JUNE 2019

**TENDER NAME: SUPPLY AND IMPLEMENTATION OF NETWORK ACCESS CONTROL SYSTEM FOR KENYA AIRPORT AUTHORITY**

**TENDER NO: KAA/OT/HQ/1529/2018/2019**

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- 1.1 The Kenya Airports Authority (KAA) invites bids from eligible candidates to the **Supply and Implementation of Network Access Control System for Kenya Airports Authority**
- 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](http://www.kaa.go.ke)) or Public Procurement Information Portal ([ppip.go.ke](http://ppip.go.ke)) and thereafter bidders can forward their company's details to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) so that any addendum/clarifications can be sent 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 20<sup>th</sup> 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 2<sup>nd</sup> 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, 1<sup>th</sup> 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.

- I.8 A Site Visit & Pre-bid meeting will be held at KAA Headquarters on **13<sup>th</sup> June 2019** at **10.00 a.m.** Bidders to Congregate at the Data Centre Conference room.
- I.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.**
- I.10 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

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

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 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 unless where specially allowed under section 55 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 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Equipment**

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **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 Ksh 1000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4. Contents of 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 Form
- (xiv) Declaration form
- (xv) Request for Review Form

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 Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. 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 Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, 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 issuing an addendum.

2.6.2 All prospective tenderers that have obtained 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 the 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 2.12 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 2.13 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
- (e) Confidential Business Questionnaire

## **2.9 Tender Form**

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

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

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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 commentary 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 and form specified in the Appendix to Instructions to Tenderer

2.14.2 The tender security shall be in the amount not exceeding 2 percent 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) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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

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

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

2.14.8 The tender security may be forfeited:

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

## **2.15 Validity of Tenders**

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

## **2.16 Format and Signing of Tender**

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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 on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE” **20th 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 not later than **20th 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

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, immediately after **20th June 2019 at 11.00 am** and in the following location.

Conference Room on 1<sup>st</sup> floor KAA Headquarters Building JKIA Nairobi

The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness**

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 may be 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 those 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 Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.22.5 and in the technical specifications:

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

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

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

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

(c) *Spare parts and after sales service facilities*

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

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

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

## **2.25 Contacting the Procuring Entity**

2.25.1 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.

2.25.2 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.

## **2.26 Award of Contract**

(a) **Post-Qualification**

2.26.1 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.

2.26.2 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.

2.26.3 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**

2.26.4 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.

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

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

(c) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 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 tenderer of the grounds for the procuring entity's action

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

2.26.8 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.

2.26.9 A tenderer who gives false information in the tender document about is 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.

**2.27 Notification of Award**

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

**2.29** 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.

## **2.30 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 2.28 or paragraph 2.29 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. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 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.

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



## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible tenderers are contractors incorporated in Kenya with proven internal capacity and expertise to carry out the works described in this tender document
2.5.1	<p><b>Clarification of Documents</b> The address for the purpose of clarification of tender document is as follows: General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p> <p>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.</p>
2.10.2	The prices quoted shall be DDP and inclusive of all costs and taxes.
2.14.1	<p><b>Tender Security</b> Tender security shall be Kenya Shillings two hundred and fifty thousand (Ksh.<b>250,000.00</b>). It shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>1. Cash or banker's cheques</li> <li>2. A bank guarantee,</li> <li>3. Such insurance guarantee (must have printed policy number on it) from Insurance Companies approved by the Public Procurement Regulatory Authority,</li> <li>4. Letter of credit.</li> </ol> <p>The Tender security shall not be less than one hundred and fifty (<b>150</b>) days from tender opening date.</p>
2.18.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the GM's (Procurement &

<b>INSTRUCTIONS TO TENDERERS REFERENCE CLAUSE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	Logistics) Office on 2nd floor Kenya Airports Authority Headquarters at JKIA Nairobi.
<b>2.22.2</b>	This shall be subject to Section 82 of the Public Procurement and Asset Disposal Act 2015
<b>2.22 &amp; 2.24</b>	In addition, the evaluation criteria provided below shall be taken into account and applied accordingly
<b>2.23.1</b>	Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing /opening provided by the Central Bank of Kenya.
<b>2.30.1</b>	<p><b>Performance Security</b></p> <p>After fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish KAA with the performance security. Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;</p> <ol style="list-style-type: none"> <li>1. Cash or banker's cheque, or</li> <li>2. A bank guarantee, or</li> <li>3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>4. Letter of credit.</li> </ol>

## **EVALUATION CRITERIA**

Evaluation shall be in three (3) stages as follows:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

## STAGE I – PRELIMINARY/MANDATORY EVALUATION

1. Copy of valid Current KRA Tax Compliance Certificate.
2. Copy of Company’s Certificate of Incorporation / Registration.
3. 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)
4. Duly Filled & Signed Form of Tender.
5. Duly Filled Confidential Business Questionnaire.
6. Provide dully filled and signed Self Declaration form/Anti-corruption declaration in the format provided. (in case of joint venture, both parties to submit)
7. Current manufacturer’s Authorization letter from equipment Manufacturer for the proposed solution
8. The bidder shall provide copy of valid business permit

**N/B**

***The tenderers who do not satisfy any of the above requirements shall be considered Non - Responsive and their tenders will not be evaluated further***

## STAGE 2 - TECHNICAL EVALUATION

Tenderers must submit supporting documents on each stated requirement

1		Evaluation item	Specification	Weighting score	MAX SCORE
	Key Personnel	Project Manager/ Team Lead	Bachelor Degree in Computer Science or related field from a recognized University	<b>10</b>	<b>10</b>
			Minimum five (5) years working experience in managing ICT projects	More than 5 years’ experience , <b>10 marks</b> , Otherwise prorate at: <b>(No of years x 10)/10</b>	<b>10</b>
			Project management certification e.g. Prince 2 or an Expert Level certification on the proposed solution.	<b>10 Marks</b> if certified	<b>10</b>
		Project engineers (2)	Both with Minimum Bachelor’s degree in Computer Science or related field from a recognized University with a minimum of two (2) years working experience in ICT Practice. Or a Higher National Diploma from a recognized	If both qualify, <b>10 marks</b> , If one qualifies , <b>5 marks</b>	<b>10</b>

			institution with a minimum of five (5) years working experience in ICT Practice.		
			Expert level Certification on the proposed solution	Maximum 20 marks. <b>10 Marks</b> for each certified engineer	<b>20</b>
			<b>Network Professional Certification</b> Cisco Certified Network Professional (CCNP)	Valid Certificate provided , <b>10 Marks</b> , Otherwise , <b>NIL</b>	<b>10</b>
2	Methodology	Solution concept	Documentation demonstrating understanding of the solution	<b>10</b>	<b>10</b>
		Project Duration	Project implementation plan (include Gantt Chart that specifies the implementation period) from contract signing date to commissioning.	Less than 52 weeks (1 year), <b>10 marks</b> , More than 52 weeks (1 year), <b>NIL</b>	<b>10</b>
		Solution Experience	The bidder shall provide at least 1 similar project done in the last 5 years with an average value of Kenya shilling ten million (KES 10,000,000) in the form of contract, agreement, LPO or certificate of completion or interim certificate of not less than 70%	Equal or More than 1 similar project experience , <b>5 marks</b> , Otherwise <b>NIL</b>	<b>10</b>
	<b>Total</b>				<b>100</b>

**Only Tenderers meeting 70 points or above in the technical evaluation and satisfy the Technical specifications under section 5 shall qualify for financial evaluation.**

### **STAGE 3 - FINANCIAL EVALUATION**

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as provided under section 82 of The Public Procurement and Asset Disposal Act, 2015. The award will be based on the lowest evaluated bidder.

#### **NOTE;**

- i. Bidders are hereby notified that due diligence shall be carried out on information provided above. Any false information provided will lead to automatic disqualification.
- ii. 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 tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within 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 Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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

### **3.8 Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15. Subcontracts**

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

### **3.16. Termination for Default**

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

- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

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

### **3.19. Resolution of Disputes**

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



3.19.2 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.

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

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

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p><b>Performance security</b> After fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish KAA with the performance security.</p> <p>Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;</p> <ul style="list-style-type: none"> <li>a) Cash or banker's cheque, or</li> <li>b) A bank guarantee, or</li> <li>c) Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>d) Letter of credit.</li> </ul>
3.10.	<p><b>Delivery and Documents</b> Delivery of the equipment, documents and installation of the same shall be made on DDP Incoterms to the sites. The project shall be completed within a period of not more than <b>52 WEEKS equivalent to 1 Year.</b></p>
3.11.1	<p><b>Insurance</b> The tenderer shall take appropriate insurance against all risks to the goods from warehouse to the final destination as per the scope of works and specifications.</p> <p>Insurance against All Risks, including war and strikes, shall be of an amount of 110% of the DDP value of the goods from warehouse to the final destination.</p> <p>The insurance cover shall be entered into with a locally incorporated insurance company and the contractor shall submit a certificate of the insurance cover before shipment.</p>
3.12.1	<p><b>Payment:</b> There is no advance payment. The payment shall be made as follows;</p> <ul style="list-style-type: none"> <li>a) 70% on delivery, implementation and testing</li> <li>b) 30% on Training, final Inspection and Acceptance</li> </ul>

	<p>Retention money shall be 5% of the tender sum and it shall be released after the end of the one-year defects liability period.</p> <p>Any applicable Annual recurrent maintenance/SLA costs will be payable quarterly in arrears after confirmation by the authority's representative that the services have been rendered satisfactorily.</p>
3.19.2	<p><b>Resolutions of disputes:</b></p> <p>The rules of arbitration procedures for local suppliers shall be those contained in the Arbitration Act of the Laws of Kenya</p> <p>The institution whose arbitration procedures shall be used for foreign suppliers is:</p> <p><b><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.” The arbitration will be conducted in Nairobi, Kenya, in the English language and using one arbitrator.</p>

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- A. These specifications describe the requirements for the supply and implementation of Network Access Control system. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply and install.
- B. Bidders shall provide a schedule of compliance listing every sub clause of the following technical requirements, with the words “**complied**” or “not complied” in line with the capabilities of the quoted solution.
- i) The word “**complied**” shall be used where the solution fully meets the requirement and an integral part of the solution.
  - ii) The use of the word **YES, NO, TICKS, NOTED** etc. is inadequate and will be equated to “not complied” and will lead to disqualification of the bid.
  - iii) Where the Bidder provides an alternative but equivalent or better functionality, the Bidder can mention it. These clauses will be qualified by “**complied, an alternative is offered**”.
- C. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- D. Any reference to a trademark, brand name, patent, design, or producer in these specifications is only for guidance purposes; and an equivalent product meeting or exceeding the minimum specification is acceptable.

Description	Complied / Not Complied	Bidder’s remarks on compliance statement/Reference to manufacturer evidence
The solution should provide continuous and complete visibility on all assets connected to the network. It should provide accurate details of device and user identity, connection details including physical location, operating system, VoIP extensions numbers ,software status such as Antivirus, patch levels etc.		
The proposed solution must integrate with the corporate Microsoft Active Directory (AD), Wireless Controllers and Access Control Servers.		
The solution must have capability to integrate with various SIEM solutions- Bidders must indicate the compatible SIEM solutions on the remarks column.		
The proposed solution must not require major changes in the existing infrastructure by providing a variety of connectivity/visibility/discovery options including but not limited to SNMP,SSH, Telnet, Mobile Device Management, etc.		

The solution shall not require configuration of 802.1x on all the existing devices as a prerequisite for deployment.		
The solution must be able to detect and monitor unauthorized endpoint connections. If an unauthorised access is detected the solution must be able to put the endpoint on quarantine and propose remediation via a popup or other visible method with clear instructions to the user.		
The solution must provide a variety of enforcement actions for detected devices including Guest VLAN, Denied connection, pre-connect authentication.		
The solution must provide continuous validation of previously authorized devices.		
The solution should provide a network cartography to enhance network visibility		
The solution should support Centralized deployment with flexible rollout process from discovery/monitor only, to full automatic policy enforcement to allow for minimum user interruptions during deployment.		
Automatically assess a device's security posture, and allow or block based on if they pass the security check which can be based on any combination of user role, operating system version, latest patches installed, jailbroke, anti-virus is installed, etc. (Pre-admission).		
The solution must have centralised management portal with role-based, access control. The solution should however support distributed architecture for remote network locations		
The solution must have segregation of duty roles like User/Admin/Reporting among others. The system must allow definition of distinct groups of administrators with different privilege levels		
The system must keep track of all changes made on the system, with the date & time of the change, as well as the admin login used		
The solution must be Network/Endpoint vendor agnostic- No dependence on LAN equipment models.		
The solution must provide protection for wired, wireless, IoT and BYOD devices.		
Agentless operation. The solution should not require installation of agents for deployment.		
The solution should support /detect ( but not limited to)the following Operating Systems: <ul style="list-style-type: none"> <li>• Windows XP</li> <li>• Windows 7 and newer Windows versions</li> <li>• Netapp OS</li> <li>• Windows Server 2000 and above</li> <li>• Redhat Linux</li> <li>• Cisco OS variety including Nexus, IP Phones, Unified Computing System etc.</li> <li>• MAC</li> </ul>		

The solution MUST be able to manage at least 3,000 Wired ports centrally and at least 20 Wireless Access points.		
The solution must have High Availability capabilities in case of multiple instances of the solution.		

## SECTION VI DESCRIPTION OF SERVICES

### 6.1 Project Objectives and Scope of Work

Kenya Airports Authority intends to procure and implement Network Access Control system to secure the network from internal threats and provide visibility on the connected devices.

The Contractor shall supply, deliver, install, test and commission the system and hand over in an acceptable condition as specified herein.

The scope of the project shall be as follows:

Scope	Description
Station to be covered	Head Office, Jomo Kenyatta International Airport, Mombasa International Airport, Eldoret International Airport and Kisumu International Airport
Project Management	The selected bidder will: <ul style="list-style-type: none"> <li>a. Establish and manage a formalized project delivery approach to successfully implement this project.</li> <li>b. Develop a Project Management Plan that includes <ul style="list-style-type: none"> <li>i. Project objectives and success criteria</li> <li>ii. Deliverables</li> <li>iii. Role/responsibilities</li> <li>iv. Contact information</li> <li>v. Communication protocols</li> <li>vi. Associates project schedule</li> </ul> </li> </ul>
Implementation requirements	As per Section V: Technical Specification
Training	<ul style="list-style-type: none"> <li>- Provide manufacturer's training for four (4) KAA ICT employees on configuration, operation and maintenance of the proposed solution.</li> <li>- Provide a list of electronic and printed documentation provided for installation, operation, use, and administration of the whole solution.</li> <li>- In addition to formal training, KAA requires the bidder to provide on-site training of key concepts which are specific to the proposed solution. The bidder must specify the type of training provided.</li> </ul>

## **6.2 Service Level Agreement (SLA)**

A comprehensive service level Agreement will be signed between the successful bidder and KAA to ensure optimum service delivery.

## **SECTION VII - SCHEDULE OF REQUIREMENTS AND PRICES**

### **Preamble**

1. The Schedule of Requirements and Prices shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract, Technical Specifications and Drawings.
2. The brief description of the items in the Schedule of Requirements and Prices is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the Conditions of Contract and Technical Specifications for the full direction and description of work and materials.
3. The quantities set forth in the Schedule of Requirements and Prices are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Schedule of Requirements and Prices. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
4. The prices and rates inserted in the Schedule of Requirements and Prices will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.



**BILL 1: ONE TIME COSTS**

<b>BILL No.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>QTY</b>	<b>RATE</b>	<b>PRICE</b>
1	Network Access control solutions for wired ports including perpetual licenses and at least 1 year support subscription	Ports	6000		
2	Network Access Control for wireless network including perpetual licenses and at least 1 year support subscription	Access points	150		
4	High Availability solution for the system where applicable	No.	1		
5	Implementation costs		LOT		
6	Product training for 4 administrators at a Manufacturer site including training fees, Visa and Flight costs and out of pocket subsistence as per SRC rates	Admins	4		
	Any Other items required for full functionality (Itemise)				
	<b>TOTAL PRODUCT COST</b>				
	VAT AND ALL APPLICABLE TAXES				
	<b>TOTAL COSTS FOR BILL 1 INCLUSIVE OF TAXES</b>				

**BILL 2: ANNUAL RECURRENT COSTS**

<b>BILL No.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>QTY</b>	<b>RATE</b>	<b>PRICE</b>
1	Annual maintenance and support subscription inclusive of all taxes	Years	2		
	<b>TOTAL COSTS FOR BILL 2</b>				

**SUMMARY OF PRICES**

ITEM DESCRIPTION	PRICE
Bill 1 Total	
Bill 2 total	
<b>TENDER SUM INCLUSIVE OF TAXES</b>	

**Total tender sum in words and Figures (To be transferred to the form of tender):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Bidder's Signature)

(Date)

For and on behalf of: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Official Seal/Stamp:     
--

## **SECTION VIII - STANDARD FORMS**

*Notes on the Standard Forms:*

### **7.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

### **7.2 Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

### **7.3 Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

### **7.4 Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

### **7.5 Performance Security form**

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

### **7.6 Bank Guarantee for Advance Payment.**

When there is an agreement to have Advance payment, this form must be duly completed.

### **7.7 Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

**7.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

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

Gentlemen and/or Ladies:

I. Having examined the tender documents including Addenda Nos. .... [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the **Supply and Implementation of Network Access Control System for Kenya Airports Authority** in conformity with the said tender documents for the sum of ..... (total tender amount in words and figures) and **Comprehensive Annual Maintenance** cost of .....(total tender amount in words and figures) as per price breakdown or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **ten (10) percent** of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

*Part I – General:*

Business Name  
 .....

Location of business premises.  
 .....

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

Postal Address ..... Tel No. .... Fax .....

E mail .....

Nature of Business  
 .....

Registration Certificate No.  
 .....

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

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

<b>Part 2 (a) – Sole Proprietor</b>	
Your name in full .....	Age .....
Nationality ..... Country of origin .....	
<ul style="list-style-type: none"> <li>• Citizenship details .....</li> </ul>	
<b>Part 2 (b) Partnership</b>	
Given details of partners as follows:	
Name	Nationality      Citizenship Details
Shares	
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
<b>Part 2 (c) – Registered Company</b>	
Private or Public .....	
State the nominal and issued capital of company-	
Nominal Kshs. ....	
Issued Kshs. ....	

Given details of all directors as follows		
Name	Nationality	Citizenship Details
Shares		
1. ....		
2. ....		
3. ....		
4. ....		
5. ....		
Date ..... Seal/Signature of Candidate .....		

### 7.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

\_\_\_\_\_  
[signature of the bank]

(Amend accordingly if provided by Insurance Company)

## 7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_)



**7.5 PERFORMANCE SECURITY FORM**

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**7.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

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

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## 7.7 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

---

[Signature for and on behalf of manufacturer]

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

**7.8. LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**7.9 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

## 7.10 LITIGATION HISTORY

Name of Applicant or partner of a joint venture
---

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. If none, please indicate NONE.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Ksh)

**7.11 CERTIFICATE OF BIDDER'S VISIT TO SITE/ PRE-CONFERENCE**

This is to certify that,

I .....

**(Name of Bidder or his Representative)**

Of .....

**(Name of Firm Bidding)**

In The Company of

.....

**(Name of KAA Representative Conducting the Site Visit)**

Visited the site in connection with the Tender for:

**SUPPLY AND IMPLEMENTATION OF NETWORK ACCESS CONTROL SYSTEM FOR KENYA AIRPORTS AUTHORITY**

Having previously studied the Contract documents, I carefully examined the Site. I have made myself familiar with all the local conditions likely to influence the works and the cost thereof.

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

Signed .....

**(Client's Representative Conducting the Visit if Applicable)**

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
2.
etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
2.
etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED
Board Secretary



## **APPENDIX ON SAFETY, HEALTH AND ENVIRONMENTAL**

### **SPECIAL CONDITIONS OF CONTRACT ON RISK, SAFETY AND HEALTH**

#### **1. Risk Assessment**

The contractor shall prepare and submit a risk assessment prior to commencing the works under the contract. The risk assessment form shall be used to record the risk assessment and risk control methods to be employed by the contractor. The completed risk assessment shall be submitted to the KAA for review and approval prior to commencement of works under the contract.

#### **2. Health and safety plan**

Prior to commencing the works under the contract, the contractor shall submit to KAA a health and safety plan specific to the contract and works. The contractor shall complete the health and safety plan in conformance with requirements set out in the KAA's guidelines for preparing health and safety plans. The health and safety plan shall consider and respond to the specific hazards and issues relevant to the contract works and shall document the systems and methods to be implemented for the term of the contract. The KAA shall review the health and safety plan and formal approval to commence the contract shall be provided subject to acceptance of the health and safety plan.

#### **3. Incident notification**

The contractor must notify KAA within 24 hours of any accident, injury, property or environmental damage that occurs during the duration of the contract. The contractor must provide a report of any such incident within three days, giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. This requirement is in addition to, and independent of, any incident notification duty required by law.

#### **4. Non compliance**

If, during the performance of works under the contract, KAA informs the contractor that it is the opinion of KAA that the contractor is: not conducting the work in compliance with the contractor's health and safety plan, relevant legislation or health and safety procedures provided by KAA from time to time, or conducting the work in such a way as to endanger the health and safety of contractors' employees or the authority's or its contractors' and subcontractors' employees, airport users, operators, members of public, plant, equipment or materials, the contractor shall remedy that breach of health and safety promptly.