



**SUPPLY, INSTALLATION AND COMMISSIONING OF  
SECURITY SCREENING EQUIPMENT AT GATE 19**

**AT**

**JOMO KENYATTA INTERNATIONAL AIRPORT**

**(Full Body Scanner with Millimeter Wave Technology, 2D Automatic  
Explosive Detection Cabin Size X-ray Machine & Walk through Metal  
Detector)**

**TENDER No. KAA/OT/SEC/1536/2018-2019**

**JUNE 2019**

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

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**General Manager Security Services  
Kenya Airports Authority  
P. O. Box 19001- 00501  
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**SECTION I - INVITATION TO TENDER 4<sup>th</sup> June, 2019**

**TENDER REF NO.: KAA/OT/SEC/I536/2018-2019**

**TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF SECURITY SCREENING EQUIPMENT (Full Body Scanner with Millimeter Wave Technology, 2D Automatic Explosive Detection Cabin Size X-Ray Machine & Walk through Metal Detectors) AT JOMO KENYATTA INTERNATIONAL AIRPORT**

- 1.1 Kenya Airports Authority invites sealed tenders from eligible candidates for Supply, Installation and Commissioning of Security Screening Equipment (Full Body Scanner with Millimeter Wave Technology, 2D Automatic Explosive Detection Cabin Size X-Ray Machine & Walk through Metal Detectors) at Jomo Kenyatta International Airport.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2<sup>nd</sup> Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.
- 2 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 send to their email address.
- 2.1 **Prices quoted should be net inclusive of all taxes, must be in Kenya shillings or in another freely convertible currency and shall remain valid for Hundred and Twenty (120) days from the closing date of tender.**
- 2.2 Completed tender documents serialized from the first to the last page including all the attachments shall be submitted in plain sealed envelopes clearly marked with the Tender description and number and name and marked **"DO NOT OPEN BEFORE 21<sup>st</sup> June, 2019 at 11.00 am"** and addressed to:

Managing Director  
Kenya Airports Authority  
P. O. Box 19001-00501  
NAIROBI, KENYA

- 2.3 and deposited in the Tender Box situated on 2<sup>nd</sup> Floor, Kenya Airports Authority Headquarters, Nairobi, so as to be received on or before **21<sup>st</sup> June, 2019 at 11.00 am**. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room on 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters.
- 2.4 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening at the Procurement Conference Room, 2<sup>nd</sup> Floor, Kenya Airports Authority Headquarters.
- 2.5 The pre-bid meeting will be held at the Conference Room located at the roof top of the Parking Garage on **20<sup>th</sup> June 2019** at 10.am. Bidders to make their own arrangements for travel and accommodation.
- 2.6 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website [www.kaa.go.ke](http://www.kaa.go.ke). All bidders are advised to regularly check the website during the bidding period.
- 2.7 The Authority reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.
- 2.8 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

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

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

### **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 PPADA 2015.
- 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 N/A

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 Tenderers.

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 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
  - l. 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 60 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 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. 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 **21<sup>st</sup> June, 2019 at 11.00 am**”

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”.

2.17.3 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 **21<sup>st</sup> 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, at **21<sup>st</sup> June, 2019 at 11.00 am** and in the location provided in the invitation to tender.

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 2.23.5 and in the technical specifications:

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

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

(a) *Delivery schedule*

- (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 tenderers 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.

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

### **2.29 Performance Security**

2.29.1 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.

2.29.2 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.

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 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.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1	Eligible tenderers are the manufacturers and or their authorized agents of the equipment being procured and is on invitation.
2.5	<p>The address for the purpose of clarification of tender document is as follows:</p> <p>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, prescribed by the procuring entity</p>
2.10	<p><b>Tender prices</b></p> <p>The prices indicated shall be DDP to Jomo Kenyatta International Airport. The term DDP shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p>
2.11	<p><b>Tender Currencies</b></p> <p>Prices shall be quoted in Kenya Shillings or USD or any other freely convertible currency.</p>
2.12	<b>Tenderers Eligibility and Qualifications</b>

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<ol style="list-style-type: none"> <li>1. This Invitation for Bids is open to the manufacturers or their appointed local agents with written letter of authority from the manufacturer</li> <li>2. In case of appointed dealers or agents, they shall have been in the business of supplying and installing similar security equipment for at least <b>FIVE (5)</b> years preceding this tender.</li> </ol>
2.12.2 (a)	<p><b>Authorization by the Equipment’s Manufacturer</b></p> <ol style="list-style-type: none"> <li>1. The tenderer or local citizen contractor shall be duly authorized by the equipment’s Manufacturer to supply, install and commission the equipment.</li> <li>2. The Manufacturer is responsible for issuing manufacturer authorization letter. In case of an appointed dealer of the manufacturer issuing the authorization letter, the appointed dealer <b>MUST</b> attach proof of his association as an agent/agent with the manufacturer.</li> <li>3. Entities entering joint undertakings (Joint Venture) shall provide power of attorney and both to submit items no. 2, 5, 7, and 11 as listed under stage I- preliminary / mandatory evaluation.</li> </ol>
2.14	<p><b>Tender Security</b></p> <p>Tender security shall be One Million Kenya Shillings (Ksh. 1,000,000.00). It shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>a) Banker’s cheque</li> <li>b) A bank guarantee,</li> <li>c) Such insurance guarantee as may be acceptable to the Kenya Airports Authority - and listed by Public Procurement Regulatory Authority (PPRA) - policy number must be submitted</li> <li>d) Letter of credit.</li> </ol> <p>The Tender security shall not be less than one hundred and fifty (150) days from tender opening date.</p>
2.18.1	The deadline for submission of tenders is <b>21<sup>st</sup> June 2019 at 11.00 am</b>
2.29	The amount of performance security shall be:

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<p>Ten percent (10%) of the Contract sum in order to cover the Procuring entity's warranty obligations and shall be in the form of either:</p> <ul style="list-style-type: none"> <li>a) Banker's cheques</li> <li>b) A bank guarantee</li> <li>c) Such insurance guarantee as may be acceptable to the Kenya Airports Authority and listed by Public Procurement Regulatory Authority (PPRA) - policy number must be submitted</li> </ul>

## **EVALUATION CRITERIA**

Tender evaluation shall be in three stages as follows:

- a) Preliminary Evaluation requirements (Mandatory)
- b) Technical Evaluation
- c) Financial Evaluation

### **STAGE I - PRELIMINARY EVALUATION REQUIREMENTS (MANDATORY)**

1. Current Tax Compliance Certificate for locally registered/ incorporated companies.
2. Copy of company's certificate of registration/ incorporation.
3. Dully filled and signed Form of Tender in the format provided.
4. Filled and signed Statement of Compliance in the format provided.
5. Dully filled and signed Confidential Business Questionnaire in the format provided
6. Provide bid security of Kenya Shillings One Million (Kshs.1,000,000.00) valid for not less than 150 days from the date of tender opening.
7. Provide dully filled and signed Self Declaration form/Anti-corruption declaration in the format provided.
8. 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. This applied to companies that are registered or incorporated in Kenya.
9. The bidder shall provide copy of valid business permit in Kenya.
10. Copy of approval letter or certificate from Federal Aviation Administration (FAA) of USA or Department of Transport (DfT) of UK or European Union (ECAC) that are recognized by international Civil Aviation organization (ICAO) for each specified product.
11. Provide evidence of access to liquid assets amounting to Kshs.100,000,000 million (cash in hand or lines of credit or over draft facility or bank undertaking to finance)

12. Provide Manufacturer’s letter of authorization or Agency letter covering the following equipment to be supplied in this contract: Full Body Scanner, 2D X- Ray Screening Equipment and Explosive Traced Detector (ETD) in the format provided.

**STAGE 2 – TECHNICAL EVALUATION**

<b>Item No.</b>	<b>Requirement</b>	<b>Compliance</b>
I.	<p><b>Key Expert’s qualifications and competence for the assignments (Attach CVs and copies of qualifications);</b></p> <p>Must provide details of lead personnel (degree holder - supervisor), a Diploma holder in engineering field (technician) and Factory certified X-Ray screening equipment and full body scanner engineers and trainer as follows: (attach CV and Evidence)</p> <p>a. <b>Team Lead; (One person)</b></p> <ul style="list-style-type: none"> <li>i. Holder of a Bachelor of Science Degree in Electrical, Electronics or Mechanical engineering</li> <li>ii. At least 5 years’ experience in similar works (Security screening equipment and systems). Provide detailed CV and testimonials</li> </ul> <p>b. <b>Technicians; ( Two persons)</b></p> <ul style="list-style-type: none"> <li>i. Holder of Diploma in Electrical or Electronics engineering.</li> <li>ii. Certified Security Screening Equipment Installer from the manufacturer.</li> <li>iii. Certified Security Screening Equipment Trainer from the manufacturer.</li> </ul>	<p><b>Shall meet all requirements</b></p>



<p><b>2.</b></p>	<p><b>Specific Experience Competence as a firm relevant to the project;</b></p> <p>Bidders to provide evidence of similar project completed as follows:</p> <ul style="list-style-type: none"> <li><b>i.</b> Provide evidence of at least <b>two (2) similar works</b> and complexity (security checkpoint screening equipment) successfully supplied, installed &amp; commissioned in the region for the last <b>five (5) years (from 2014-2018) prior to the opening of this tender</b> with an average value of Ksh.200 Million.</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>ii.</b> Provide proof of such works in form of signed and stamped completion certificates or invoices.</li> </ul>	<p><b>Shall meet all requirements</b></p>
<p><b>3.</b></p>	<p><b>Technical Compliance to Technical Specifications;</b></p> <p>Tenderers must comply on each of the following items as specified in the technical specifications on <b>section V</b> of this tender document:</p> <ul style="list-style-type: none"> <li><b>i.</b> Full Body Scanner with <b>Millimeter Wave Technology</b> (without x-rays)</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>ii.</b> 2D Automatic Explosive Detection Cabin size X-Ray Machine with automatic and motorized tray return system</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>iii.</b> Walk through metal detectors fitted with electromagnetic technology</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>iv.</b> 5KVA Uninterrupted Power Supply</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>v.</b> Bidders to provide brochures for each type of equipment to be delivered.</li> </ul> <hr/> <ul style="list-style-type: none"> <li><b>vi.</b> Copy of approval letter or certificate from Transportation Security Administration (<b>TSA</b>) of USA <b>or</b> Department of Transport (<b>DfT</b>) of UK <b>or</b> European Union (<b>ECAC</b>) that are recognized by international Civil Aviation organization</li> </ul>	<p><b>Shall meet all requirements</b></p>

	(ICAO) for Full Body Scanner and 2D Automatic Explosive Detection X-Ray Machine specified in the tender.	
<b>4.</b>	<b>Project Plan</b> i. Bidders to provide <b>20 Weeks Project Implementation Schedule</b> in the form of Gantt chart showing all implementation stages with activities covering the project duration.	<b>Shall meet this requirement</b>
<b>5.</b>	<b>Transfer of Knowledge;</b> i. Bidder to provide a training schedule in form of a Gantt chart for both technical team (factory training) and operators (local training) ii. Syllabus to be covered as per clause 2.31 (xi) item 4 and 5 of the technical specifications.	<b>Shall meet all requirements</b>
<b>6.</b>	<b>Spares Parts for Security Equipment;</b> Provide a list and prices for supply of spare parts for the following equipment for a period of 3 years post installation: i. Full Body Scanner with Millimeter Wave Technology ii. 2D Automatic Explosive Detection Cabin size X-Ray Machine with automatic tray return system iii. Walk through metal detectors fitted with electromagnetic technology iv. 5KVA Uninterrupted Power Supply	<b>Shall meet all requirements</b>
<b>7.</b>	Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts of any of the last three consecutive years ending <b>2015, 2016, 2017 or 2018</b> to demonstrate;  The tenderer shall have a minimum average annual turnover of at least <b>Kenya Shillings Two Hundred and Fifty Million (Kshs.250,000,000)</b> as calculated from the submitted Audited financial statements which should incorporate the balance sheet (statements of financial position) profit and loss statements (statements of comprehensive income) and cash flow statement prepared in accordance with international financial reporting standards and incorporating audit opinions issued in accordance with ICPAK by- law no. 38”.	

	<p>The Audited accounts must indicate the name of Auditor and ICPAK Practicing Number on all the Audited Accounts (<i>in case of a joint venture, the lead partner (the company) who will sign the contract must submit</i>).</p> <p>Bidders must note that due diligence on the authenticity of the financial information/ Auditors professional standing may be carried out from Kenya Revenue Authority, Institute of Certified Public Accountants or the particular Auditor e.t.c</p>	
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**NOTE:**

- i. Tenderers shall meet all the above requirements in the technical evaluation shall to qualify for financial evaluation.**

**STAGE 3 - FINANCIAL EVALUATION**

At this stage the tender shall be evaluated based the price schedule and form of tender provided.

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 superceded 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 later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the 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**

- 3.17.1 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 convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.17.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services/works and pay to the contractor on agreed amount for partially completed services/works.

### **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 these in the GCC.

4.2 Special conditions of contract as relates to the GCC

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.3	<p><b>Performance Security:</b>                      The amount of performance security shall be: Ten (10) percent of the Contract Price. The performance security shall be in the form of either:</p> <ul style="list-style-type: none"> <li>a) Cash or bankers cheque,</li> <li>b) A bank guarantee,</li> <li>c) Such insurance guarantee as may be acceptable to the Kenya Airports Authority - policy number must be submitted, and approved by Public Procurement Regulatory Authority PPRA</li> <li>d) Letter of credit</li> </ul>
3.10	<p><b>Delivery and Documents</b></p> <p>Delivery of equipment shall be made on DDP Incoterms as per distribution matrix in appendix to instruction to bidders' and the delivery period shall be <b>20 Weeks</b> from the date of contract signing.</p> <p>Documents to be submitted together with Copies of the Supplier's invoice showing equipment's description, quantity, unit price, and total amount shall include;</p> <ul style="list-style-type: none"> <li>- Copies of the packing list identifying contents of each package;</li> <li>- Manufacturer's or Supplier's warranty certificate;</li> <li>- Inspection certificate, issued by the nominated inspection agency,</li> <li>- Supplier's factory inspection report. (Factory Acceptance Test (FAT) documents duly signed)</li> <li>- Certificate of origin</li> <li>-</li> </ul>

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.11	<p><b>Insurance</b></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	<p><b>Payment:</b></p> <p>There is no advance payment.</p> <p>The payment shall be made through as follows:</p> <ul style="list-style-type: none"> <li>a) 60% payment on receiving, verifying, delivery and inspection of the equipment to respective sites.</li> <li>b) 40% payment after installation, testing, commissioning and training.</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>
3.19	<p><b>Resolutions of disputes:</b></p> <p>In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>

## **SECTION V: TECHNICAL SPECIFICATIONS**

### **General**

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

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

All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.

The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

### **Project Description**

- Kenya Airports Authority intends to procure security screening equipment whose detailed descriptions is contained in this section and Schedule of Requirements.
- The project area shall be at Jomo Kenyatta International Airport boundary, Nairobi City, Kenya.
- The security equipment must include all components delivered to Jomo Kenyatta International Airport and must be new, not used or a demonstrator unit, and shall be from the manufacturer's latest product offering and incorporates the manufacturers' latest technology and electronic design.
- Recommended spares for satisfactory operation of a minimum period of three years and import license shall be provided in the purchased order.
- Inspection/Test certificates shall be provided for the goods and where other acceptance process is considered necessary, the contractor shall arrange for it at the contractor's cost.
- It is the responsibility of the contractor to inspect installation site and get acquaintances with all local conditions, means of access / maintenance to the work, nature of the work and all matters pertaining thereto.
- The airport operation and security controls level shall not be disrupted and degraded, the contractor is responsible to plan and arrange the schedule in a proper way that the replacement work shall promptly be completed within the final approved schedule and work program, such as site preparation, machine delivery, installation, test and commissioning, acceptance, training and maintenance arrangements. The contractor must always cooperate with the Airport's operations and security requirements in place.

## Scope of Works

- i. The scope of works includes supply, install and commission three types of security equipment for human and baggage screening as follows;
  - (i) full body scanners
  - (ii) 2D Automatic explosive detection cabin size x-ray machine
  - (iii) Walk through metal detectors

NO	Description	Quantity
1.	Full Body Scanner with Millimeter wave technology (without x-rays) with UPS	03
2.	2D Cabin size Automatic Explosive Detection X-Ray Machine with Motorized automatic tray /bin returns system with UPS	04
3.	Walk through metal detectors fitted with electromagnetic technology with UPS	03

- ii. Bidders to provide brochures for each type of equipment to be delivered:
- iii. All The equipment shall be delivered and installed at Jomo Kenyatta International Airport, Nairobi, Kenya.
- iv. The contractor shall be fully responsible for the statutory approval for operating the procured equipment.
- v. The contractor shall follow the current requirements from the National and International Civil aviation Security Screening equipment for human screening (full body scanners, 2D Automatic explosive detection cabin size x-ray machine and Walk through metal detectors).
- vi. The contractor shall submit all the necessary certificates for their equipment and services to client to facilitating the statutory approval process.
- vii. The bidder's proposal shall indicate the standards which the products and services meet.
- viii. Recommended spares for satisfactory operation for a minimum period of 3 years shall be furnished in this tender.
- ix. The supplier will also supply Installation Kits, other relevant tools, Calibration Tools and Operational Testing Tools for all the equipment supplied that will be handed over to client.
- x. The supplier to supply the standard bins /trays recommended for use with their automatic tray/bin returns systems.

- xi. The roller tables including the bin/tray returns systems should be made of steel /aluminium or any other equivalent durable material.
- xii. Factory Acceptance Testing (FAT), Factory technical training and Operator training to be carried out as follows:

<b>ITEM NO.</b>	<b>Description</b>	<b>No. of person(s)</b>
<b>1</b>	<p><b>Factory Acceptance Testing (FAT) by client staff</b></p> <p><i>This shall cover the cost of Air tickets, local travel, and training and full board per diems.</i></p> <p><i>This should be clearly indicated in the Bill of quantities of this tender document.</i></p>	
	Bidders to make provision for staff to attend the mandatory Factory Acceptance Tests for the Full Body Scanner Equipment and 2D Automatic Explosive Detection X-Ray Equipment quoted for in this tender.	
	Manager or equivalent from Security Department	02
	Engineer or Equivalent from Engineering Department	01
	Procurement professional from Procurement Department	01
<b>2</b>	<p><b>Factory Technical Training</b></p> <p><i>This shall cover the cost of Air tickets, local travel, and training and full board per diems. This should be clearly indicated in the Bill of quantities of this tender document.</i></p>	
	Factory technical training and certification for technicians	05
<b>3</b>	<b>Operator Training</b>	
	Operation training for security screeners and supervisors at the site after installation.	80

## **Applicable Codes and Standards**

All equipment, materials, construction and installation supplied by the contractor shall be in accordance with the applicable requirements of the following codes and standards:

- NEC: National Electrical Code.
- International Civil Aviation Organization (ICAO) standards
- EU standards on Aviation Security
- FAA or DfT Standards
- NEMA: National Electrical Manufacturer's Association.
- ANSI: American National Standards Institute.
- IEC: International Electrical Committee. - General electrical standards.

## **Submittals**

- Submit the following in compliance to conditions of contract Specification Sections:
- Product data for products specified in this Section: Include data on features, components, ratings and performance. Include dimensioned plan and elevation views of components and enclosures and details of control panels.
- Maintenance data for systems and products. Include the following:
- Detailed operating instructions covering operation under both normal and abnormal conditions.
- Routine maintenance requirements for system components.
- Lists of spare parts and replacement components recommended being stored at the site for ready access.
- Wiring diagrams detailing internal and interconnecting wiring for power, signalling and controls.
- Qualification data for manufacturer and contractor as specified elsewhere in this section. Data describes capabilities and experience

## **Technical Specifications**

### **Threat Image Projection (TIP) Specifications**

- TIP software facility should be incorporated in the offered 2D X-ray machines to assist the supervisors in testing the operator's alertness and training X-ray screener/operators to improve their ability in identifying specific threat objects.
- TIP software should be compatible with other x-ray technologies. All x-ray image functions should be available at the same time along with TIP.

- The TIP facility should have an image library of sufficient capacity and variety configurable to suit local SOP. The library should be able to expand and to incorporate additional images by user without assistance of the manufacturer.
- The image library should contain images of threats at different orientations – both plane and end-on orientation should be used. All image projection images should be realistic, representative and non-distinguishable from real threat items.
- The TIP library should contain the following but not limited to all types of firearms, bombs, homemade bombs, ammunitions, all types of explosives, knives, blunt objects
- Programming facility should be available to project images in different intervals.
- Once the screener/ operator has responded to identify the computer generated threat image, it should remain on the screen for a predefined user programmable time for analysis. The image should be highlighted, upon identification, and feedback message shall be visible to the screener/ operator.
- The system should have facility to bypass the TIP facility, if programmed, so, by the system administrator. It is to be ensured that the TIP software should not be a hindrance to normal functioning of x-ray machines. All data should be stored on the system for a minimum period of three months, after it has been downloaded. No individual, regardless of access rights to the TIP components should be able to delete or amend any of the TIP data.
- The feedback should clearly indicate in a screen that a TIP object has been correctly identified/ TIP object has been missed/ No TIP object was present. No message needs to be presented if the screener/operator correctly passes a clear bag.
- The system should automatically prepare the daily log of events for each shift and for each screener/operator performance. The system should be able to generate daily, weekly, monthly reports as well as for any given time and period.

## **Safety Specifications**

- A main key switch for 230V main power supply is required.
- As a minimum, push button keyboards for zoom sector selection and a separate push button for zoom activation is required.
- Robust, RED, emergencies stop pushbutton, fitted in a prominent position on the keyboard, as well as on the X-ray unit.
- Light symbols indicating, “X-ray on”.  
Easy operation of the unit is essential.
- The system should allow authorized users to function only after authenticating through personal identification number, which is entered through the keyboard.
- All operating software features should be controlled from keyboard of machine only. Keyboard function should be user friendly.
- Control desk with security housing and locking provision should be available.



- The administrator should be able to configure minimum time an operator should operate the machine by means of auto logoff after expiry of the set time

## **2D Cabin Size Automatic Explosive Detection X-Ray Machine**

### **Minimum Specifications for 2D Cabin Size Automatic Explosives Detection X-Ray Machine**

#### **A. General Specifications**

- The security equipment are required for use in detecting both metallic and non- metallic objects. They may scan any form of baggage carried or placed on board an aircraft. The list of the items to be identified includes but not limited to:
  - (i) Firearms (both metallic and non-metallic),
  - (ii) Firearms components
  - (iii) Ammunition (all calibers')
  - (iv) Grenades and other fragmentation/blast weapons
  - (v) Knives, batons, swords
  - (vi) Explosives, chemicals, powder materials, detonators and timing devices,
  - (vii) Electrical and electronic items, power sources etc.
  
- The steel roller beds and platforms, tunnel I/O housing, sideguards must be custom made and be incorporated at either ends of the tunnel to facilitate placing of baggage at the input and output points.
- The 2D Automatic explosive detection cabin size x-ray machine shall be fitted with motorized automatic bin /tray return system
- Full 2D Imaging displayed at different views
- Advanced Detection Capability Automatically detects Solids Explosives (EDS) Liquid (LEDs) and other forms of explosives and threats.
- Combined TIP (Threat Images Projection) with combined TIP Library as (Firearms, Bombs , IEDS , Knives, Sharp Objects, Explosives, Blunt Objects ,LEDs,)
- Vertical and Horizontal X-ray source/ beam , spins around the object during scanning taking hundreds of views at slightly different angles and then reconstruct the raw scanned data into volumetric 2D images in real time. Bottom up primary x-ray generation
- Operator training software
- No false Alarms
- Remote Multiplexing with gaga bit capability to send images of suspect bags to remote screeners/supervisor workstation for further review
- Increased integrity and inspection process
- Easy to integrate with other existing systems and technologies for centralised remote screening, directed search and data management
- Images Archiving for minimum 3 months and automatically saves every scanned item and screener detail
- Automatic reject baggage system to referral / advanced search via a diverter to reject roller and physical search table

- User credential with individual security protection and allow operator configurations to suite local SOPs. I.e. Auto logoff operator after a certain period on rotational basis (20 min).
- Motorised automatic tray /bin returns system
- Reverse Scanning capability
- Guard Rails at both entry and exit extended conveyors (protect small size items) subjected to screening from falling down and damaged
- Min 10 feet's extended conveyor at the entry/ loading side with minimum 3 feeding rollers feeding the loading conveyor to allow minimum three people loading to the feeder conveyor at the same time to improve through put and queues reduction
- Minimum 15 feet's extended conveyor/rollers at the exit side of the x-ray chamber.
- Glass shields at both entry and exit sides of the x-ray and at search table to protect unprocessed bags retrieval before clearance via cleared roller/ bag searcher
- Minimum 5KVA Power UPS
- Minimum 600mm conveyor height
- Minimum Tunnel size for cabin luggage size x-ray 600mm W x 400mm H
- Two Years Warranty Period starting from the date equipment is commissioned. During warranty period, any replacement of parts will be done at the cost of supplier.
- The equipment MUST be brand new and direct from the Manufacturer's official Factory
- Provide 24/7 technical support on call any time
- Supply with for calibration tool and standard Test Piece for daily operational tests
- Must conform to the following international standards
  - International Civil Aviation Organization (ICAO) standards
  - TSA or DFT or EU ECAC standard requirements

## **B. Performance Specifications**

- Automatic Solid and Liquid Explosives Detection capability
- Dual View Architecture
- Dimensions:
  - Min. Tunnel size: 600mm x400 [mm]
  - Min. Conveyor height: 600 mm
- Required Conveyor load: 160 kg
- Conveyor speed: 0.2 - 0.25 m/s
- Minimum scans 600 bags per hour in continuous mode
- Resolution
  - Standard: 40 AWG
  - Typical: 41 AWG
- Penetration
  - Standard: 35 mm
  - Typical: 37 mm
- Quality Control Tests

- Test 4 typical: 34 mm
- Test 3 typical: 1.0 mm horizontal and vertical
- Test 1 typical: 40 AWG
- Duty cycle: 100 %
- Power supply:
  - 230 -250Vac, 1 phase, 50 Hz
  - Built-in voltage stabilizer.
- Network ready Configuration
- Operational Layout:
  - Motorised Automatic Tray / Bin Return System
  - Automatic Baggage spacing and auto reject for further search

### **C. X-Rays Generation Specifications**

- Cooling: Hermetically sealed oil bath
- Anode voltage: 150/160 kV
- Beam Layout: Vertical and Horizontal
- Min. two (2) tanks/X-Ray generators

### **D. Image Processing Specifications**

- Storage capacity Min.: 100,000 images
- Image resolution: 1280 x 1024 / 75Hz non-interlaced or Multi sync.
- Image Modes: B/W & Color
- Flat Panel LCD Monitor: 21" 2no; non flicker 1280 x 1024 / 75Hz TCO compliant

### **E. Image Generating Specifications**

- X-Ray converter: Multi View
- Grey levels: 4096
- Image Evaluation functions: High, Low and Negative
- Zoom: 2X to 64X
- Digital Video Memory: 1280 X 1024/24bit

### **F. Non Functional Specifications**

- Insertion of date/time
- Luggage counter
- User ID number,
- Luggage marking system display of operating mode,
- REVIEW feature
- USB interfaces
- Organic and Non-organic suppression

### **G. Standards Specifications**

- X-ray leakage:
  - Directives:
    - i. 2004/108/EC

ii. 2006/42/EC

iii. 2006/95/EC

- Standards: IEC, UN, UL, CSA or equivalent
- External Dose rate  $\leq 1 \mu\text{Sv/h}$  (0.1mrem/h)

#### **H. Power Supply Specifications**

- Input Power Feed: 230-250 Vac @ 50Hz
- Power consumption: Less than 2 kVA

#### **I. Environment Specifications**

- Operating temperature: 0° - 40°C
- Storage temperature: -20° - +60°C
- Humidity 10% - 90% (non-condensing)

#### **J. Physical Specifications**

- Steel construction
- Steel panels
- Roller castors

### **Full Body Scanners**

#### **Minimum Specifications for Full Body Scanners**

Whole Body Imaging is required to provide advanced human screening at passenger checkpoints.

#### **Functional Requirements**

- Automatic Target Detection
- Use of safe millimeter wave (MMW) technology or Radio Frequency (RF) Technology
- Detects—both metallic and non-metallic concealed materials
- Easy to integrate with 2D X-ray machines

#### **Objects and materials to be detected - Weapons**

- Ferrous and non-ferrous metallic items
- Standard and homemade explosives (sheet and bulk),
- Explosive Liquids
- Explosive Gels
- Plastics weapons
- Explosive Powders
- Metals
- Ceramics and Animal Trophies

## **Operation**

- Upgradeable software updates as new threats and requirements emerge.
- Throughput: Average 300 people per hour
- Targeted search
- Configurable operating modes

## **Scanning Functions**

- Automatic Target Detection
- Automatic system diagnostics

## **Privacy:**

- Image-free scanning
- Non-intrusive to privacy ( uses human outline only for display)
- Technical Parameters
  
- **Physical Features:**
- Rigid construction
- Height: max 2.45m

## **Power:**

- 240Vac  $\pm 10V$  Frequency 50Hz  $\pm 2Hz$

## **Environmental Requirements:**

- Operating temperature: 0°C to 40°C
- Relative humidity: 0 to 95% (non-condensing)

## **Technology**

- Active millimeter wave technology

## **Safety**

- No use of X-rays or ionizing radiation.
- Safety maintenance switches

## **Training**

- i) **Operator Training**
  - Train minimum 80 security screeners at the site after installation
  
- ii) **Factory Technical Training**

- Train minimum 4 security Technicians at the factory during equipment Manufacturing/Assembling
- The supplier will also supply Full Installation Kit for the full body scanner, other relevant tools, Calibration Tool and Operational Testing Tool that will be handed over to client for future use.

**iii) Factory Acceptance and Tests**

- Allow for four Managers 2 drawn from security and one each from Engineering, and Procurement for FAT
- The cost of air tickets, Training and Full Board Per diems for both Technical Training and FAT will be catered for by the supplier as per the laid down Kenya Government/KAA Rates.

## **Walkthrough Metal Detectors (WTMD)**

### **Minimum specifications for WTMD**

- The metal detector shall consist of a free standing walk-through frame with an integral control unit, and shall be suitable to detect metallic objects on a person by means of electromagnetic induction principle.
- In addition to complying with these specifications, the metal detector shall meet the requirements of the TSA or DfT or EU ECAC requirements recognized by International Civil Aviation Organization (ICAO).
- The metal detector shall be suitable to detect ferrous and non-ferrous metals.
- The metal detector shall be equipped to eliminate false alarms.
- The metal detector shall scan the entire area of the walk through area and detect metal objects on a person passing through to the levels specified.
- The walkthrough metal detector must be technically flexible and configurable and have random alarms adjustable as required, counts and Retrievable data.

### **Functional & Non Functional Specifications**

- Zone indicators and/or pacing lights
- Dual Side min. 20 localization zones
- RS-232 communication
- Password and key access control

- Anti-tamper on/off switch
- IP65 protection
- High precision transit counter
- Ethernet and USB interface

### **Operational Specifications**

- Continuous self-diagnostic
- High Discrimination and Throughput
- Threat detection capability from guns to ½ cutter blade
- High precision bidirectional counter with automatic rescreening compensation to external interferences

**Physical security:** Anti-vandalism, anti-tampering protection

**Detection Capability:** Magnetic, non-magnetic and mixed-alloy metal weapons

### **Alarm Specification**

- Multi-zone display bar for “height on person” localization
- 20 light bars with selectable entry/exit (gate direction) and pacing indication
- Min. 10 selectable continuous and pulsed tones
- 20 independent zones selection

### **Configuration Specifications**

- Remote via RS-232, Infrared Remote Control Unit or Ethernet 10/100 base T interface
- Local via Control Unit alphanumeric display and keyboard

**Programming access:** Protection by user and super-user password

## **Uninterrupted Power Supply**

The technical parameter specifications shall be as follows:

### **A. Output Specifications**

- Output Power: 5 KVA



- Nominal Output Voltage: 240Vac  $\pm$ 10V
- Efficiency at Full Load: 94.0%
- Output Voltage Distortion: Less than 5%
- Output Frequency (sync to mains): 50 Hz  $\pm$  2 Hz
- Crest Factor: 3: 1
- Waveform Type: Sine wave

#### **B. Connections Specifications**

- Hard Wire 3-wire (IPH+N+G)
- (8) IEC 320 C19
- IEC Jumpers
- Overload Operation: 60 seconds @ 125% and 30 seconds @ 150%
- Efficiency at Half Load: 94%
- Bypass: Built-in Static Bypass, Internal Bypass (Automatic and Manual)
- External Bypass

#### **C. Input Specifications**

- Input Frequency: 40 - 70 Hz (auto sensing)
- Nominal Input Voltage: 230Vac - 250Vac
- Input Connections
- Hard Wire 3 wire (IPH+N+G)
- Input voltage range for main operations: 200 - 280V
- Input Total Harmonic Distortion: Less than 5% for full load

#### **D. Environmental Specifications**

- Operating Environment: 0 - 40 °C
- Operating Relative Humidity: 0 - 95%
- Storage Temperature: -15 - 45 °C
- Storage Relative Humidity: 0 - 98%
- Audible noise at 1 meter from surface of unit: 50.00 dBA
- Online Thermal Dissipation: 2800.00 BTU/hr

#### **E. Conformance Specifications**

- EN/IEC 62040-2, EN/IEC 62040-1-1, VDE or equivalent

### **Quality Assurance**

#### **Manufacturer Qualifications:**

- Firms experienced in manufacturing systems and equipment of the same types and capacities used for this Project that have a record of successful in-service performance.

#### **Installer Qualifications:**

- Engage an experienced Installer who is a factory authorized service representative of the manufacturer to install and supervise system installation.

**NRTL Listing:**

- Provide listed and labelled system components for which there is a listing and labelling service.

**The Terms "Listed" and "Labelled":**

- As defined in the "National Electrical Code", Article 100.

**Listing and Labelling Agency Qualifications:**

- A "National Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

**Installation**

- All materials and equipment shall be installed in accordance with the recommendations of the manufacturer. Only workers skilled in this type of work shall accomplish the installation.

**Field Quality Control**

**Supervised adjustment and pre-testing:**

Under supervision of factory authorized service representative, pre-test system functions, operations, and protective features. Adjust to ensure operation complies with specifications.

**Cleaning**

Upon the completion of the installation, inspect system components. Remove any spots, dirt, and debris. Repair scratches and mars of finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

**Spare parts**

Spare parts shall be included and separately quoted for a period of three (3) years after installation and commissioning.

**Guarantee**

All equipment shall be guaranteed against failures for a period of three (3) years post installation.

**Product Training**

- Training for equipment operation and the maintenance shall be provided and forms part of contractor mandate.
- All training shall be conducted in the English language.

- All training documents shall be in the English language.
- Training manuals shall be new and specifically related to the equipment and services supplied.
- The Employer's personnel shall be involved in installation, configuration and commissioning of the systems. This involvement is an integral part of the technical training requirement and will serve as labs on sites.

### **Product Test and Inspection**

- This section includes the test and inspection requirements for the systems and includes the following tests:
  - a. Factory Acceptance Testing
  - b. On-Site Performance Testing
  - c. On-Site Endurance Testing
- Project Testing: The overall equipment tests shall not be considered complete until On-Site Performance Verification and On-Site Endurance Testing are completed.
- The purpose is to test the equipment and demonstrate that all specified features and performance criteria are met. All requirements of the specification shall be tested, including:
  - a. Functionality
  - b. System capacity
  - c. Throughput
  - d. Performance
  - e. Hardware and software
  - f. Report generation
  - g. Safety

### **Factory Acceptance Testing - FAT**

- Factory Acceptance Tests shall be conducted at the manufacturer's premise before shipment.
- The purpose of the Factory Acceptance Test is to validate that the system functions as a standalone system and all specified features are met.
- The Contractor shall ensure that development of the system is complete, required approvals of submittals have been obtained and that sufficient equipment has been procured to completely demonstrate and test the system.
- Factory Acceptance Testing shall be completed at an Engineer approved test site.

- The contractor shall provide air transportation, local transportation, accommodation and per diem in accordance with international standards.
- Allow for four (4) participants on behalf of the Employer.

### **Performance Testing**

- The purpose of this test is to validate that the equipment meets the performance and recovery requirements and to validate operational assumptions using operation load testing.

### **Procedures**

- Ensure accurate representation of users, operational functions, peak traffic patterns, and exceptional/stressed conditions; as required by design. The Engineer and the Employer shall witness complete operational testing of the equipment.

### **Endurance Testing**

- The purpose of this test is to validate that all equipment meets the Endurance and Availability requirements.
- The testing shall be completed on-site at the Airport.
- Requirements:
  1. Start test after:
    - a. Successful completion of Performance Testing
    - b. Training as specified has been completed
    - c. Correction of deficiencies has been completed
    - d. Receipt of written notification from the Engineer.
  2. Monitor all equipment during Endurance Testing. Coordinate monitoring with the Engineer

## **STATEMENT OF COMPLIANCE**

- A. Bidder must fill up the compliance tables below for every item in terms of ‘Yes’ and ‘No’.
- B. Response to ‘Yes’ must be supported by adequate documentation.
- C. If the Bidder’s offerings do not comply with the specifications given, deviation in detail must be specified.
- D. Bidders must clearly state the page number and paragraph number of their Bid documents against each clause of compliance

Tech. Require. No. 1	Technical Requirement: <b>Full Body Scanners</b>	<b>Mandatory</b>
Bidder’s statement of compliance and technical reasons supporting compliance		
Bidder’s cross references to supporting information in Technical Bid:		
Bidder’s signature & Stamp.....Date.....		

Tech. Require. No. 2	Technical Requirement: <b>Automatic Explosive Detection Cabin Size X-RAY Machine with automated return tray system</b>	<b>Mandatory</b>
Bidder’s statement of compliance and technical reasons supporting compliance		
Bidder’s cross references to supporting information in Technical Bid:		
Bidder’s signature & Stamp.....Date.....		

Tech. Require. No. 3	Technical Requirement:	<b>Mandatory</b>
----------------------	------------------------	------------------

	<b>Walkthrough Metal Detectors fitted with electromagnetic technology</b>	
Bidder's statement of compliance and technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		
Bidder's signature & Stamp.....Date.....		

Tech. Require. No. 4	Technical Requirement:  <b>5KVA Uninterrupted Power Supply</b>	<b>Mandatory</b>
Bidder's statement of compliance and technical reasons supporting compliance		
Bidder's cross references to supporting information in Technical Bid:		
Bidder's signature & Stamp.....Date.....		

Tech. Require. No. 5	Technical Requirement:  <b>1. Factory Acceptance, Testing and Inspection</b>  <b>2. Factory Training and Certification</b>  <b>3. On-site Operator Training</b>	<b>Mandatory</b>
Bidder's statement of compliance and technical reasons supporting compliance		
Bidder's cross references to supporting information in Technical Bid:		
Bidder's signature & Stamp.....Date.....		

## SECTION VI: SCHEDULE OF REQUIREMENTS AND PRICES (BILL OF QUANTITIES)

Supply, Install and commissioning of Security Screening Equipment and associated works as follows:

Item No.	Description	Unit	Qty.	Rate	Total Price
1.1	<b>Full Body Scanner as per specifications</b>	No	03		
	- Recommended fast moving spares as per equipment being supplied to cover 3years after installation	Sum	Sum		
	- 5KVA External Online Uninterruptable Power supply (UPS)	No.	03		
	- Full Calibration Kit	No.	03		
1.2	<b>2D Automatic Explosive Detection Cabin Size X-Ray Machine complete with motorised automatic bin return system as per specifications</b>	No	04		
	- 5KVA External Online Uninterruptable Power supply (UPS)	No	04		
	- Recommended Fast Moving spares to cover 3 years post installation	Sum	Sum		
	- Full Calibration Kit	No	01		
	- Standard Test Piece	No	04		
	- Standard Bins/ Trays for use with this equipment	No	200		
1.3	<b>Walkthrough Metal Detectors</b>		03		
	- Operational Test Piece		03		
	- 1.0KVA External Online Uninterruptable Power supply (UPS)		03		
	- Recommended Fast Moving spares to cover 3 years post installation				

Item No.	Description	Unit	Qty.	Rate	Total Price
1.4	<b>Factory Acceptance Test (FAT) to be conducted before equipment delivery (as listed below)</b>		04		
	- Manager or equivalent from Security Department (2no.)				
	- Engineer or Equivalent from Engineering Department (1No.)				
	- Procurement professional from Procurement Department (1No.)				
1.5	<b>Knowledge Transfer</b>				
	- Factory training and certification for technical staff.		04		
	- On-site operator Training		80		
	<b>SUB - TOTAL</b>				
	<b>ADD 16% VAT</b>				
	<b>TOTAL COST INCLUSIVE OF ALL TAXES</b>				

Name of bidder .....
Signature of bidder ..... Date .....

**Note:** The total cost of tender above *shall be transferred to the form of tender.*



### **Breakdown of Recommended 3 year Spare Parts**

<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate</b>	<b>Total Price</b>
<b>1.0</b>	<b>Full Body Scanner</b>				
	<i>i.</i>				
	<i>ii.</i>				
	<i>iii.</i>				
	<i>iv.</i>				
	<i>v.</i>				
	<i>vi.</i>				
	<i>vii.</i>				
	<b>Sub Total</b>				
<b>2.0</b>	<b>2D Automatic Explosive Detection X-Ray Machine</b>				
	<i>i.</i>				
	<i>ii.</i>				
	<i>iii.</i>				
	<i>iv.</i>				
	<i>v.</i>				
	<b>Sub Total</b>				
<b>3.0</b>	<b>Walk Through Metal Detectors</b>				
	<i>i.</i>				
	<i>ii.</i>				
	<i>iii.</i>				
	<i>iv.</i>				
	<b>Sub Total</b>				
<b>4.0</b>	<b>5KVA uninterruptable Power Supply (UPS)</b>				
	<i>i.</i>				
	<i>ii.</i>				
	<i>iii.</i>				
	<b>Sub Total</b>				

**Note:**

The prices in this table to be included in the schedule of requirements and prices above.

## **SECTION VII: 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.

### **7.8 Letter of Notification to Enter into a Contract**

The letter of notification to enter into contract form should not be completed by the tenderer at the time of tender preparation. This letter will only be sent to the successful tenderer.

### **7.9 Self-Declaration Form**

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

**7.1 FORM OF TENDER**

Date \_\_\_\_\_

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

To: **Kenya Airports Authority,**  
Gentlemen and/or Ladies:

- 2 Having examined the tender documents including Addenda Nos. .... *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- 2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 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 one twenty [120] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6. We understand that you are not bound to accept the lowest or any tender 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

.....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age

.....

Nationality ..... Country of origin .....

- Citizenship details

.....

- 

### Part 2 (b) Partnership

Given details of partners as follows:

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

.....

.....

.....

.....

### Part 2 (c) – Registered Company

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:-

- I. 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]

(Amend accordingly if provided by Insurance Company)



**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 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 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