SUPPLY AND REPLACEMENT OF TAXIWAY LIGHTING FITTINGS & SIGNAGES AT JOMO KENYATTA INTERNATIONAL AIRPORT

TENDER NO. KAA/OT/JKIA/0008/2019-2020

JULY 2019
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SECTION 1: INVITATION FOR TENDERS

Tender reference No. KAA/OT/JKIA/0008/2019-2020 Date: 23rd July 2019

Tender Name: SUPPLY AND REPLACEMENT OF TAXIWAY LIGHTING FITTINGS AND DAMAGED SIGNAGES AT JOMO KENYATTA INTERNATIONAL AIRPORT

1. The Kenya Airports Authority invites sealed bids from eligible bidders for rehabilitation of existing lighting control systems at Jomo Kenyatta International Airport, Nairobi. The work shall involve supply, delivery to site and installation of taxiway lighting fittings and signage’s, testing and commissioning within a period of 24 weeks.

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

3. A complete set of tender documents in English language may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand Only (KShs. 1,000/-) or an equivalent amount in freely convertible currency in cash or Bankers cheque payable to the Managing Director, Kenya Airports Authority. Tenderers who had earlier purchased the bidding documents will be given the new documents free of charge.

4. A site visit and pre-tender meeting shall be conducted on 30th July 2019 starting 10:00 am local time. Tenderers shall converge at the Airport Manager’s conference room.

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

6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference name and number and be deposited in the Tender Box at Kenya Airports Authority Headquarters building, 2nd floor, Airport North Road, or be addressed to:-

The Managing Director,
Kenya Airports Authority,
3rd floor,
Kenya Airports Authority Headquarters (Airport North Road),
P. O. Box 19001 – 00501
NAIROBI,
KENYA,
so as to be received on or before 13th August 2019 at 11.00 am
6. Tenders will be opened immediately after on 13th August 2019 at 11.00 am in the presence of the Candidates or their representatives who choose to attend at the Conference room on 1st Floor, Kenya Airports Authority Headquarters Complex building, Airport North Road.

7. A tender security in the form and amount specified in the tender document must accompany the tenders.

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

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

GENERAL MANAGER
PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO
### SECTION II: INSTRUCTIONS TO TENDERERS

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Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

**GENERAL**

1. **Definitions**

   (a) “Tenderer” means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

   (b) “Approved tenderer” means the tenderer who is approved by the Employer.

   (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”

   (d) “Employer” means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. **Eligibility and Qualification Requirements**

   2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.

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

   2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-

   (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.

   (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

   (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant,
equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.

(e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.

(f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

(a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.

(b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

(c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).

(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

2.5 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.
3. **Cost of Tendering**

3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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

3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. **Site Visit**

4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer’s Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

**TENDER DOCUMENTS**

5. **Tender Documents**

5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

a. Form of Invitation for Tenders
b. Instructions to Tenderers
c. Form of Tender
d. Appendix to Form of Tender
e. Form of Tender Surety
f. Statement of Foreign Currency Requirements

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer’s own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as “private and confidential”.

6. Inquiries by tenderers

6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer’s mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer’s response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

6.3 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.

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

**PREPARATION OF TENDERS**

8. **Language of Tender**

8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. **Documents Comprising the Tender**

9.1 The tender to be prepared by the tenderer shall comprise:

i. The form of tender and appendix thereto.
ii. A tender security.
iii. The priced Bill of Quantity and Schedule.
iv. The information on eligibility and qualification.
v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

10. **Tender Prices**

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when
executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.

10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. **Currencies of Tender and Payment**

11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the Tenderer’s main office. However, if a substantial portion of the Tenderer’s expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element
is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. **Tender Validity**

12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. **Tender Security**

13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

13.2 The tender security shall not exceed 2 percent of the tender price.

13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible, but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
13.6 The Tender Surety may be forfeited:

(a) if a tenderer withdraws his tender during the period of tender validity: or

(b) in the case of a successful tenderer, if he fails

(i) to sign the Agreement, or
(ii) to furnish the necessary Performance Security

(c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. **No Alternative Offers**

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any tenderer who fails to comply with this clause will be disqualified.

15. **Pre-Tender Meeting**

15.1 If a pre tender meeting is convened the tenderer’s designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

(a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in —Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice.
pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

(b) Nonattendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. **Format and Signing of Tenders**

16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the other “COPY”.

16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person of persons signing the tender.

**SUBMISSION OF TENDERS**

17. **Sealing and Marking of Tenders**

17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18. **Deadline for Submission of Tenders**

18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.
Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19. **Modification and Withdrawal of Tenders**

19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

**TENDER OPENING AND EVALUATION**

20. **Tender Opening**

20.1 The Employer will open the tenders in the presence of the tenderers’ representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender
Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.3 At the tender opening, the Employer will announce the tenderer’s names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.

20.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21. **Process to be Confidential**

21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer’s tender.

22. **Clarification Tenders**

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.
23. **Determination ofResponsiveness**

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer’s rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer’s estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.

23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24. **Correction of Errors**

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

(c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.
25. **Conversion to Single Currency**

25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26. **Evaluation and Comparison of Tenders**

26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) Making any correction for errors pursuant to clause 24.

(b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer’s estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do
not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

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

26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

27. **Preference in Evaluation**

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

**AWARD OF CONTRACT**

28. **Award criteria**

28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

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

29. **Notification of Award and signing of contract**

29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called “Letter of Acceptance”) shall name the sum (hereinafter and in all Contract documents called “the Contract Price”) which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.

29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
29.5 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.

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

30. **Performance Guarantee**

30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer’s option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. **Advance Payment**

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

32. **Corrupt and fraudulent practices.**

The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS AND EVALUATION CRITERIA

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (d)</td>
<td>Employer means; <strong>Kenya Airports Authority</strong>, a State Corporation constituted under the Laws of Kenya.</td>
</tr>
<tr>
<td>2.1</td>
<td>All qualified tenderers as required in the tender documents are eligible.</td>
</tr>
<tr>
<td></td>
<td>Tenderers shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder and other documents as indicated in the Evaluation Criteria below.</td>
</tr>
<tr>
<td></td>
<td>In case of Joint Venture, all parties must submit required documents.</td>
</tr>
<tr>
<td>2.3</td>
<td>No pre-qualification has been carried out for the contract. Tenderers and all parties forming Joint Ventures if applicable shall provide evidence of their eligibility as required under Sub clause 2.1, sub clauses 2.3 a, b, c, d, and e and sub clause 2.5.</td>
</tr>
<tr>
<td>2.3 (a)</td>
<td>Tenderers shall submit documents to demonstrate past experience and past performance of the tenderer of projects of similar nature within the past four years (years <strong>2015, 2016, 2017 and 2018</strong>) and details of current work on hand and other contractual commitments.</td>
</tr>
<tr>
<td>2.3 (b)</td>
<td>The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site.</td>
</tr>
<tr>
<td>2.3 (c)</td>
<td>Major items of construction plant and equipment proposed for use in carrying out the Contract.</td>
</tr>
<tr>
<td></td>
<td>• Concrate mixer</td>
</tr>
<tr>
<td>2.3 (e)</td>
<td>Tenderer shall submit a detailed draft Program of Works in the form of a bar chart or another suitable form and Schedule of Payment which shall form part of the Contract if the tender is accepted.</td>
</tr>
<tr>
<td></td>
<td>Sub clause is applicable.</td>
</tr>
<tr>
<td><strong>CLAUSE</strong></td>
<td><strong>Text</strong></td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>2.3 (f)</td>
<td>Tenderer shall submit details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties or during the last five years, the parties’ concerned and disputed amount in the form provided. In case of Joint Ventures, the lead partner and all other parties in the joint venture <strong>MUST</strong> submit information regarding any litigation or arbitration proceedings. Where there are no such proceedings, the partners <strong>MUST</strong> also state accordingly.</td>
</tr>
<tr>
<td>2.5 (a)</td>
<td>Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts for period ending <strong>2016, 2017 and 2018</strong>.</td>
</tr>
<tr>
<td>3.2</td>
<td>Tender documents shall be obtained at a cost of Kshs. 1,000/= or equivalent.</td>
</tr>
<tr>
<td>4.3 and 15.1</td>
<td>Site visit is mandatory and bidders who shall not attend shall be disqualified from further evaluation. The Site visit and pre-tender meeting shall be conducted on <strong>30th July 2019</strong> starting <strong>10:00am</strong> local time. The site visit is mandatory and a site visit certificate shall be issued, a copy of which must be submitted with the tender to signify attendance. Bidders shall converge at the Airport Manager’s conference room next to the airport manager’s office. Bidders who shall not attend the site visit on the set date are required to arrange a site visit with the Airport Manager.</td>
</tr>
<tr>
<td>6.2</td>
<td>Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders</td>
</tr>
<tr>
<td>10.5</td>
<td>Prices shall be fixed.</td>
</tr>
</tbody>
</table>
| 11.1 and 11.2 | The sub clauses apply with the following amendments:-
  i) Prices for local portions of the tender shall be quoted in Kenya Shillings. This includes all materials that may be in Kenya but was imported prior to this tender.
  ii) Prices for portions of the contract obtained from abroad may be quoted in Kenya Shillings or another freely convertible international currency.
  The CBK currency conversion rate applicable to this tender shall be at the bid opening date. |
<p>| 11.3      | Replace words “<strong>thirty (30)</strong>” with words “<strong>twenty one (21)</strong>” |</p>
<table>
<thead>
<tr>
<th>CLAUSE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1</td>
<td>Replace words; “sixty (60)” with words “One Twenty (120)”</td>
<td></td>
</tr>
<tr>
<td>13.1 and 13.2</td>
<td>The tender security shall be of amount of <strong>Kshs. 500,000</strong> and shall be in the form of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. cash or banker’s cheque, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. a bank guarantee, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. letter of credit.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Tender Security shall expire not earlier than <strong>150</strong> days from the date of opening.</td>
<td></td>
</tr>
<tr>
<td>17.2</td>
<td>The name and address of the Employer for the purposes of submission of tenders is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kenya Airports Authority, 3rd floor, Kenya Airports Authority Headquarters, Airport North Road, P. O. Box 19001 – 00501 NAIROBI-KENYA</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></td>
<td></td>
</tr>
<tr>
<td>17.2</td>
<td>The name and identification of the contract is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUPPLY AND REPLACEMENT OF TAXIWAY LIGHTING FITTINGS AND DAMAGED SIGNAGES AT JOMO KENYATTA INTERNATIONAL AIRPORT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Contract Number is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>KAA/OT/JKIA/0008/2019-2020</td>
<td></td>
</tr>
<tr>
<td>18.1</td>
<td>i) Paragraph 1, Replace words “Clause 7.4” with “Appendix to Instructions to Tenderers”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Tender submission deadline is at Error! Reference source not found. local time on 13th August 2019</td>
<td></td>
</tr>
<tr>
<td>29.2</td>
<td>Clause 29.3 shall apply.</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td><strong>Performance Guarantee</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The performance guarantee shall be of the amount ten percent 10% of total contract sum, in the format provided and shall be in the form of:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Cash or banker’s cheque,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- A bank guarantee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Insurance guarantee from an insurance company approved by the Public Procurement Regulatory Authority or</td>
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</tr>
</tbody>
</table>
EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, the following will be the evaluation criteria for determination of responsive tenderer leading to award of the contract:

5. **Preliminary/Mandatory Evaluation**

Tenderers, including all parties of a Joint Venture, shall submit either original or copy where applicable the following documents with the tender:

i. **Duly completed Form of Tender** in the format of the attached form.

ii. **Tender security** of the amount of Kshs.500,000 valid for 150 days from the date of tender opening.

iii. **Registration/Incorporation** of the tenderer (in case of a joint venture, all parties must submit).

iv. **Current tax compliance certificate** which shall be valid at the time of tender opening (in case of a joint venture, all parties must submit).

v. **Audited financial statement incorporating balance sheet** (statements of financial position) profit and loss statements (statements of comprehensive income) and cash flow statement for any of the last three consecutive years (2017, 2016, 2015, 2014,) prepared in accordance with international financial reporting standard and incorporating audit opinions issued in accordance with ICPAK bye law no. 38

vi. **Duly completed site visit certificate** in the format provided.

vii. **Duly completed self-declaration form** in the format provided (in case of a joint venture, all parties must submit).

viii. Duly filled **Confidential Business Questionnaire** Provide details of Company’s Director’s and attach copies of their national identification cards or passports)

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

x. Submission of a valid registration certificate issued by the National Construction Authority (NCA) for category NCA 1- 5 for Electrical works category.

xi. Valid Registration certificate issued by Energy Regulatory Commision(ERC) for category ‘B’ or superior for electrical Installations works.

xii. Tenderer shall submit a **Manufacturers Authorization** in the format provided in this tender document.

**NB:** **FAILURE TO SUBMIT ANY OF THE ABOVE DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION**
6. **Technical Evaluation**

Compliance with the following technical requirements:

i) **General & Specific experience and performance (Clause 2.3a)**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Complied/Not Complied</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Experience: The Tenderers shall have experience in electrical</td>
<td></td>
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<tr>
<td>installation works for the past five(5) years submit documents to</td>
<td></td>
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<tr>
<td>demonstrate past experience and past performance of the tenderer of</td>
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<tr>
<td>projects in electrical installation works within the past four years</td>
<td></td>
</tr>
<tr>
<td>(years 2015, 2016, 2017 and 2018) and details of current ongoing works</td>
<td></td>
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<tr>
<td>and other contractual commitments.</td>
<td></td>
</tr>
<tr>
<td>Tenderer and at least one party in a Joint Venture shall demonstrate</td>
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<tr>
<td>participation as contractor, management contractor or subcontractor, in</td>
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<tr>
<td>at least three(3) electrical installation works contracts within the</td>
<td></td>
</tr>
<tr>
<td>above mentioned years, with an average value of at least <strong>Kenya Shillings Eighty million [Kshs. 80,000,000]</strong>, that have been successfully or substantially completed**(proof shall be in form of completion certificates or partial completion certificate, details of the clients address, contact person telephone and email Must be provided).**</td>
<td></td>
</tr>
<tr>
<td>The similarity for specific experience shall be based on the physical</td>
<td></td>
</tr>
<tr>
<td>size, complexity, methods/technology or other characteristics as</td>
<td></td>
</tr>
<tr>
<td>described in the technical specifications</td>
<td></td>
</tr>
<tr>
<td>**NB: Bidders and Joint Venture parties must submit details of the</td>
<td></td>
</tr>
<tr>
<td>contracts and the employer and state components of the contract</td>
<td></td>
</tr>
<tr>
<td>including quantity and value of each component.</td>
<td></td>
</tr>
</tbody>
</table>

ii) **Qualification and experience of key personnel (Clause 2.3b)**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Complied/Not Complied</th>
</tr>
</thead>
</table>
The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. The minimum requirement is:

i. **BSc. Electrical Engineer or approved equivalent with at least seven (7) years’ experience with 2 years specific experience involvement in similar works** – 1 no.

ii. **Diploma Electrical technician, or approved equivalent with at least five (5) years’ experience with 2 years specific experience involvement in similar works** – 1 no.

*NB: Bidders shall submit CV’s of key personnel to be involved in the works*

---

### iii) Financial position and capability (Clause 2.5a)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Complied/Not Complied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts for period ending <strong>2016, 2017 and 2018</strong> to demonstrate;</td>
<td></td>
</tr>
<tr>
<td>(a) minimum average annual construction turnover of <strong>Kenya Shillings one hundred million (Kshs.100,000,000)</strong> equivalent in the above 3 years calculated as total certified payments received for contracts in progress or completed, within the last three (3) years; in case of joint venture all parties combined must meet requirement,</td>
<td></td>
</tr>
<tr>
<td>(b) Tenderer’s capacity to have cash flow amount of <strong>Kenya Shillings fifty million (Kshs.50,000,000)</strong> equivalent; by access to lines of credit, other financial resources such as bank statements or letter from the bank. In case of joint venture all parties combined must meet requirement,</td>
<td></td>
</tr>
</tbody>
</table>

Tenderer shall furnish documentary evidence in form of material datasheet to demonstrate that the Goods they offer comply with or exceeds the specifications and all other requirements in the tender document.

Bidders shall comply with all technical specifications section V of the specification and provide fully filled compliance forms on technical specification.

*NB: Bidders who will not be substantially responsive to the above technical evaluation criteria will be disqualified and will not be evaluated further*
7. **Financial Evaluation**

The award will be to the lowest evaluated bidder. 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 required by clause 82 of the public procurement and asset disposal act, 2015

**NB:**

Due diligence may be carried out on any of the information provided by the bidder

Bidders are required to serialise their bidding document from the first to the last page including all the attachments
SECTION IV: CONDITIONS OF CONTRACT (INCLUDING ERECTION ON SITE)

PART I – GENERAL CONDITIONS

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial Amendments” prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

Note

i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.

ii. The Special Conditions take precedence over the General Conditions of Contract.

iii. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P. o. Box 86
1000 Lausanne 12
Switzerland
Fax: 41 21 653 5432
Telephone 41 21 653 5003
PREABLE TO GENERAL CONDITIONS

This Preamble must be completed in all cases referring to completed schedules where appropriate. When completed, this Preamble, the General Conditions, Specification, Employer’s and Contractor’s Drawings, Schedules and other documents can constitute a Contract on the basis of the General Conditions in Part II. If this is not what is required, Part II must also be completed.

<table>
<thead>
<tr>
<th>SUB-CLAUSE</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.1.1</td>
<td>Commencement Date</td>
</tr>
<tr>
<td></td>
<td>The date for commencement of the Works is- two (2) weeks after issue of an order to commence by the Employer.</td>
</tr>
<tr>
<td>1.1.12</td>
<td>The Employer</td>
</tr>
<tr>
<td></td>
<td>The Employer is: Kenya Airports Authority</td>
</tr>
<tr>
<td>1.1.15</td>
<td>The Engineer</td>
</tr>
<tr>
<td></td>
<td>The Engineer is: General Manager, Projects and Engineering Services (GM {P &amp; ES}), Kenya Airports Authority</td>
</tr>
<tr>
<td>1.1.35</td>
<td>Time for Completion</td>
</tr>
<tr>
<td></td>
<td>The Time for Completion from commencement Date is: <strong>52 weeks</strong></td>
</tr>
<tr>
<td>1.6</td>
<td>Costs, Overhead Charges and Profit</td>
</tr>
<tr>
<td></td>
<td>The percentage to cover profit entitlement, where applicable, is ________ (insert)</td>
</tr>
<tr>
<td>5.1</td>
<td>Ruling Language</td>
</tr>
<tr>
<td></td>
<td>The version in English language (ruling language) shall prevail.</td>
</tr>
<tr>
<td>5.2</td>
<td>Day to Day Communications</td>
</tr>
<tr>
<td></td>
<td>The language for day to day communications is English.</td>
</tr>
<tr>
<td>12.1</td>
<td>Programme to be Furnished</td>
</tr>
<tr>
<td></td>
<td>The Programme must be submitted in the form of critical path network, bar chart or equivalent.</td>
</tr>
<tr>
<td>14.3</td>
<td>Electricity, Water, Gas and Other Services</td>
</tr>
</tbody>
</table>
|           | Supplies on the Site are:
b) Electricity.

b) Water.

Contractor shall be required to pay for employer’s services they may expend on site. Where necessary, contractor shall provide approved metering devices for determination of services consumed and shall be required to obtain the services at points and sources shown by employer.

### 14.4 Employer’s Equipment

The following Employer’s equipment is available for use by the Contractor under the Employer’s operation: N/A

### 18.3 Working Hours

The normal working hours are from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays. Upon prior arrangements with employer, contractor may be allowed to work outside the hours mentioned.

### 27.1 Delay in Completion

Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:

Amount for each day of delay: ...... 0.15% of value of the contract amount

Maximum: .................................. 10% of total contract sum

### 27.2 Prolonged delay

Maximum amount recoverable from the Contractor by the Employer: Amount equal to total contract sum.

### 33.1 Terms of Payment

In addition to the provisions under Clause 33, the terms of payment shall be:

- Delivery of material - 60%
- Completion of installation, testing and commissioning - 40%

The client shall facilitate a letter of credit with the bank for ONLY the imported materials after signing the contract.

Retention amount at a rate indicated in the Appendix to the Form of Tenderer shall be held by the employer from each certificate and to be released at the end of successful defects liability period.
35.1 **Payment of Foreign Currency portion**

Payment in foreign currencies, as indicated in the form of Statement of Foreign Currency Requirements, shall be arranged as follows:

a) **On delivery and successful inspection** - 60% of value of goods paid within 30 days.
b) **On installation and commissioning** - 40% executed up to installation and commissioning.

Retention amount at a rate indicated in the Appendix to the Form of Tenderer shall be held by the employer from each certificate and to be released at the end of successful defects liability period.

53.3 **Rates of Exchange**

The rates of exchange for the purpose of the Contract are:

Central Bank of Kenya applicable conversion rate at the date of bid opening.

36.4. (b) **Payment against Provisional Sums**

The percentage to be applied to Provisional Sums shall be 10%.

42.2 **Maximum Liability**

The maximum liability of the Contractor to the Employer shall be limited to the total contract price.

43.1 **Insurance of Works**

The deductible limits in the insurance cover of the Works shall not exceed Kenya Shillings five hundred thousand (Kshs. 500,000.00) equivalent.

43.3 **Third Party Liability**

i) Amend clause by adding “including property of the employer other than the works” after the words “physical property”

ii) The amount of insurance against third party liability taken out by the Contractor shall not be less than:

Kenya Shillings five million (Kshs. 5,000,000.00) equivalent with deductible limits of Kenya Shillings one hundred thousand (Kshs. 100,000.00).

46.3 **Payment on Termination for Employer’s Default**
<table>
<thead>
<tr>
<th>SUB-CLAUSE</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The additional amount payable by the Employer on termination shall not exceed: 10% of contract value.</td>
</tr>
<tr>
<td>47.1</td>
<td><strong>Labour, Materials and Transport</strong></td>
</tr>
<tr>
<td></td>
<td>The method of calculating adjustments for changes in costs shall be:</td>
</tr>
<tr>
<td></td>
<td>- Contract rates of prices for materials and transportation shall remain fixed throughout the contract duration.</td>
</tr>
<tr>
<td></td>
<td>- Contract rates for Labour shall remain fixed unless the government of Kenya makes adjustments in labour prices. Any such change shall be considered at an equitable fraction.</td>
</tr>
<tr>
<td>49.2</td>
<td><strong>Notices to Employer and Engineer</strong></td>
</tr>
<tr>
<td></td>
<td>The address of the Employer for notices is:</td>
</tr>
</tbody>
</table>
|            | Managing Director  
            | Kenya Airports Authority,  
            | 3rd floor, Kenya Airports Authority Headquarters, Airport North Road,  
            | P. O. Box 19001 – 00501  
            | NAIROBI-KENYA, |
|            | The address of the Engineer for notices is: |
|            | General Manager (P & ES)  
            | Kenya Airports Authority,  
            | 2nd floor, Kenya Airports Authority Headquarters, Airport North Road,  
            | P. O. Box 19001 – 00501  
            | NAIROBI-KENYA, |
| 51.1       | **Applicable Law** |
|            | The applicable law is the law of the republic of Kenya. |
| 51.2       | **Procedural Law for Arbitration** |
|            | The procedural law for arbitration is: |
|            | The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya. |
| 51.3       | **Language and Place of Arbitration** |
|            | The language of arbitration is English. |
|            | The place of arbitration is Nairobi, Kenya. |
PART II – SPECIAL CONDITIONS

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A. The clauses in this section need therefore not be completed, but must be completed if alternative solutions to the relevant Part I provisions are necessary.)

<table>
<thead>
<tr>
<th>SUB-CLAUSE</th>
<th>Clause Title</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1</td>
<td><strong>Conditions Precedent to Commencement</strong></td>
<td>The following financial and administrative requirements are conditions precedent to commencement: Signed contract, submission of performance security.</td>
</tr>
<tr>
<td>1.1.11</td>
<td><strong>Defects Liability Period</strong></td>
<td>The Defects Liability Period is three hundred and sixty five (365) days.</td>
</tr>
<tr>
<td>2.1</td>
<td><strong>Engineer’s Duties</strong></td>
<td>The Engineer requires the consent of the Employer before exercising the following duties:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matters that will lead to increase of value of the contract.</td>
</tr>
<tr>
<td>6.6</td>
<td><strong>Operation and Maintenance Manuals</strong></td>
<td>Operation and Maintenance Manuals shall be in English language.</td>
</tr>
<tr>
<td>10.1</td>
<td><strong>Performance Security</strong></td>
<td>The Contractor shall obtain a Performance Security in form of unconditional Bank Guarantee at an amount equal to 10% equivalent of the contract sum as per Clause 30.2 of instructions to Tenderers.</td>
</tr>
<tr>
<td>14.3</td>
<td><strong>Electricity, Water and Gas</strong></td>
<td>The following consumables may be provided by the Employer:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Electricity,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Water.</td>
</tr>
</tbody>
</table>
The consumables will be provided at the ruling consumer charges/rates at the relevant sites, which is the KPLC and Nairobi City Council rates plus administrative charges determined by the employer.

14.4 **Employer’s Equipment**

The following items of Employer’s Equipment will be provided free of charge by the Employer for the Contractor’s use: **NONE.**

14.7 **Authority for Access**

All persons seeking access to the site shall be in yellow or orange reflective jackets branded in the name of the contractor’s company.

All persons shall have Certificate of Good conduct issued by the Kenya Police Service-Directotrate of Criminal Investigation.

All Persons shall undergo a safety awareness induction organized by the client.

The Employer shall provide personnel and vehicles security access passes to the restricted areas related to the project at no charge. ONLY the persons who have undergone safety awareness and possessing certificate of good conduct and national ID shall be issued with security pass.

The contractor will be required to pay for the car park charges within the airport.

30.4 **Extension of Defects Liability Period**

In the event of suspension the Defects Liability Period shall not last more than 3 years after the date the Plant would have been delivered but for the suspension.

31 **Price Variation**

Variation of works shall not exceed 15% of the original contract price.

33.2 **Method of Application**

Application for payment shall be made as follows:

As per Sub-clause 33.1 of Preamble to General Conditions.

33.5 **Payment**

The period for payment shall be: Within 30 days.

The place for payment shall be: Kenya Airports Authority Headquarters.

33.8 **Payment by measurement**

The provisions for measurement are:
Where any part of works is to be paid for according to the work done the following provisions shall apply:

a) Such part of works shall be measured from time to time by the Engineer or by the Contractor. No such measurement shall be made by either of them without the other being afforded a reasonable opportunity of attending and agreeing the measurements. The contractor shall at the request of the Engineer open up any part of the works which may have been covered up without his having been afforded a reasonable opportunity of measuring or agreeing to the measurements thereof and the contractor shall restore the same at his own cost. All measurements shall be made in accordance with the provisions of the specification respecting methods of measurement.

The sum payable in respect of such part of the works shall be ascertained according to the price or rate appropriate thereto as specified in the contract. If No appropriate price or rate has been specified, the price or rate shall be fair and reasonable price or rate taking into account any prices or rates that may be specified in the contract for similar plant or work.

<table>
<thead>
<tr>
<th>48.1</th>
<th><strong>Customs and Import Duties</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contractor is required to factor in all import duties and taxes (including VAT and IDF charges) consequence of the importation of the Plant in his DDP offer in the tender.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>50.2</th>
<th><strong>Arbitration</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</td>
</tr>
</tbody>
</table>
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1. **GENERAL**

The project is located at Jomo Kenyatta International Airport, Nairobi, approximately 18 km from Nairobi city center.

The contractor shall be deemed to have inspected and examined the sites and existing access facilities and to have obtained all necessary information, which may affect his Bid. The date and time for joint pre-bid meetings and site visits will be as indicated in the Appendix to Instructions to Tenderers.

This specification contains the minimum requirements for the design, manufacture and testing of AGL items under the scope of work.

1.1. **Scope of Work**

The contractor shall supply, install, erect, test and commission all materials and equipment and hand over in an acceptable condition as specified herein.

The scope of work under the project consists of the following main components:

1. Removal of existing elevated and inset lighting fittings complete with their base.
2. Supply and install elevated LED taxiway edge lights
3. Supply and install inset LED taxiway edge light
4. Supply and install base plate for elevated LED taxiway edge lights
5. Supply and install base plate for inset LED taxiway edge light
6. Supply and install 4mm sq two core AGL secondary cable
7. Supply and install male AGL secondary connectors
8. Supply and install female AGL secondary connectors
9. Supply and install Inset taxiway edge light base accessories
10. Supply and install AGL signage’s
11. Supply and install 5-step 10kva 415vac constant current regulators as per specification
12. Carry out associated civil works
   - Removal of existing base plates installed on asphalt concrete surface.
   - Prepare a shallow pit appropriate for installation of new base plate.
   - Apply concrete blinding layer to achieve leveled mounting base.
   - Extend secondary cable conduit to the newly installed base.
   - Backfill using concrete asphalt and make good affected areas.
13. Supply and install 36Va inset LED runway edge light fittings
14. Supply and install base for 12inches inset LED runway edge light complete with accessories
15. Cut asphalt concrete to allow laying of electrical conduit. Backfill layers to be like existing and make good affected areas
16. Supply and install complete (yellow post, blue reflector and ground mounting socket) retro-reflective marker per FAA/ICAO standard

This project is designed to permit aircraft landings and take-offs to continue during day-time and night-time hours, with works taking place in such a manner as to create a minimal disruption during the project period. No consideration will be given to any claim for additional compensation arising from the need to give way to aircraft traffic.

In the event of the lighting fittings and control system to be supplied failing to pass the required tests, the supplier will be responsible for them until such time as they are retested and proved.
satisfactory and the required test certificates accepted by the Employer, prior to dispatching the equipment.

The supplier shall not interrupt the normal operation of the existing power supply system without the written authority of the Employer.

1.2. **Schedule of Compliance**

Bidders shall provide a schedule of compliance listing every sub clause of the following technical requirements, with the words “complied” or “not complied” in line with the capabilities of the quoted system.

The use of the word “Noted” is inadequate and will be equated to “not complied”. Where a clause is stated to be “not complied”, but the Bidder feels that the capabilities of the system offered provide for an alternative but equally effective functionality, then the Bidder can mention it. These clauses will be qualified by “not complied with, but we offer an alternative”.

The Bidder shall provide **enough documentation to back up their compliance claims.** Reference to these documents should be direct and specific.

1.2.1 **Compliance sheet for technical requirement**

1.2.1.0 **Secondary cables**

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>ICAO: aerodrome</td>
<td>ICAO: aerodrome design manual part 5,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>standard</td>
<td>electrical system</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>core</td>
<td>Two core</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>conductor</td>
<td>Copper 2x4mm² cross section, 7 strands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Nominal voltage rating to ground</td>
<td>600V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Insulation material</td>
<td>PVC, 0.8mm thick</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Outer sheath</td>
<td>nylon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.2.1.1 **Secondary cable connector kits**

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>ICAO: aerodrome design manual part 5, electrical system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Compatibility</td>
<td>Shall consist of a male and female connector and compatible with the plug and receptacle of the series transformer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Attachment to conductor</td>
<td>Field attachment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Nominal voltage rating to ground</td>
<td>600V AC RMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Voltage drop across the contacts</td>
<td>≤ 6.0Mv</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>seal</td>
<td>Watertight between mated plug and receptacle and between rubber and metal part</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Pins and socket</td>
<td>Must have provision for crimping to conductor. Must be electroplated with suitable materials to provide good electrical contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Mechanical connection</td>
<td>Must withstand static pull of 44N without evidence of separation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Guarantee: period when any defect in material or</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
workmanship that may occur during proper and normal use from the date of installation shall be replaced

### 1.2.1.2 Elevated LED taxiway edge lights

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>Comply with ICAO Annex 14, Vol. 1, and paragraph. 5.3.17 and FAA Advisory Circular 150/5345-46 and “FAA Engineering Brief No. 67”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Adjustment mechanism</td>
<td>Allows ±4.5° vertical adjustment in the field.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>LED elevated taxiway fitting</td>
<td>possible to install the lights on existing circuits of, conventional incandescent or halogen lights without having to change any other element (CCR, primary and secondary cabling, series isolation transformer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Light output</td>
<td>Light output shall match quartz-incandescent fixtures at all brightness levels on a 5-step regulator. The required beam color shall be obtained without the use of a color filter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Guarantee: period when any defect in material or workmanship that may</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced
1.2.1.3 **Inset LED taxiway edge light**

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>The fitting shall conform to Photometric and colors in compliance with recommendations in ICAO Annex 14 Volume 1, FAA AC150/5345-46D and FAA EB67D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Inset LED taxiway lighting fitting</td>
<td>Inset light is an 8” omnidirectional low projection inset LED light provided with a blue LED and should be possible to install the lights on existing circuits of, conventional incandescent or halogen lights without having to change any other element (CCR, primary and secondary cabling, series isolation transformer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Installation</td>
<td>The fitting shall be installed directly on an 8” shallow base minimum 100 mm (6.6A version only), or in a Thorn AFL adapter ring on a FAA L-868B deep base. Or approved equivalent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 1.2.1.4 Base plate for elevated LED taxiway edge lights

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>Compliant to FAA AC150-5345/46 (current edition) requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Base plate</td>
<td>The base plate shall have a 2” 11 TPI female thread to receive the light, and six holes allowing installation on a FAA L-867 12” deep base.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Earthing</td>
<td>It shall incorporate aluminum lugs ensuring an efficient earthing of the light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.2.1.5 Base for inset LED taxiway edge light

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>Protection The base shall fulfill Ingression (Water protected design) according to AC 150/5345-42G.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Base plate</td>
<td>The base shall be bolt base versions equipped with</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
replaceable locking type reinforced steel insert threads. M10 or UNC 3/8” threads (2pcs/ 8” Base 8”).

4 Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced

1 year

1.2.1.6 AGL signage

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>The sign shall meet the requirements and shall be in compliance with the ICAO Annex 14 Volume I and ICAO: Aerodrome design manual part 4 and 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Signage</td>
<td>Shall be possible to be powered by an isolating transformer on a standard AGL primary loop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sizes &amp; Location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>06- SIGNAGE</td>
<td>06 signage</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Foundation dimension - 3900mm x 1000mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Three support, two compartment signage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1st compartment –</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
background colour is black, character (K) colour yellow

➢ 2nd compartment – background colour yellow, holding area sign colour black.

**Hotel signage**

➢ Foundation dimension - 2150mm x 500mm

➢ Two support, two compartment signage

➢ 1st compartment – background colour is black, character (G) colour yellow

➢ 2nd compartment – background colour yellow, character (H) with directional arrow colour black.

**Lima signage**

➢ Foundation dimension - 3450mm x 940mm

➢ Two support, one compartment signage

➢ Background colour yellow, character (L) with directional arrow, colour black.

**Delta signage**
- Foundation dimension - 3450mm x 940mm
- Two support, one compartment signage
- Background colour yellow, character (D) with directional arrow, colour black.

### 1.2.1.7 Runway inset edge light

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>Should comply with annex 14, vol. 1 par 5.3.9.7 and 5.3.9.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Inset edge light</td>
<td>Can be installed on existing 6.6A series circuit with no modification to existing CCR or isolation transformer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.2.1.8 Retro-Reflective Marker

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance standard</td>
<td>ICAO Annex 14 “surface marking colour” FAA-853,AC 150/5345-39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pole diameter</td>
<td>75mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Blue reflector</td>
<td>240mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ground mounting socket</td>
<td>135mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Pole and socket colour</td>
<td>yellow</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 Guarantee: period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced 1 year

Transformer specifications for Taxiway

<table>
<thead>
<tr>
<th>Item NO.</th>
<th>Technical description</th>
<th>Minimum requirement</th>
<th>Bidder offer and/or statement of compliance</th>
<th>Reference Data sheet and page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxiway transformer</td>
<td></td>
<td>➢ Compliance Standard - ICAO: Aerodrome Design Manual Part 5, para. 3.2.1.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Rated secondary power - 45watts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Rated primary/secondary current -6.6/6.6A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Frequency -50HZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Primary rated voltage - 5000V AC RMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Secondary rated voltage - 600V AC RMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Power factor at nominal load -0.98</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item NO.</td>
<td>Technical description</td>
<td>Minimum requirement</td>
<td>Bidder offer and/or statement of compliance</td>
<td>Reference Data sheet and page</td>
</tr>
<tr>
<td>---------</td>
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<td>---------------------------------------------</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>
|         | **Runway transformer** | ✓ Compliance Standard - ICAO: Aerodrome Design Manual Part 5, para. 3.2.1.7  
✓ Rated secondary power - 200watts  
✓ Rated primary/secondary current - 6.6/6.6A  
✓ Frequency - 50HZ  
✓ Primary rated voltage - 5000V AC RMS  
✓ Secondary rated voltage - 600V AC RMS  
✓ Power factor at nominal load - 0.98 | | |
| 4       | **Guarantee:** period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced | 1 year | | |

1.3. **Examination of the Sites and Pre-bid Meeting**

Prior to submitting tenders, the bidder shall visit and inspect the site and thoroughly ascertain site conditions and that the work can be carried out satisfactorily as indicated on the drawings or specifications. Claims for additional costs will not be considered with respect to site conditions which would reasonably have been ascertained during a site inspection.

The date of the site visit and pre-bid meeting is indicated in the Appendix to Instructions to Tenderers.
1.4. **Existing Cables and Services**

The project involves work in areas with existing cables and services.

Before commencing work, the contractor shall establish location of and clearly mark existing cables and services in the areas of work.

The contractor shall submit schedule to and obtain approval from Engineer for any shut-down or closure of active service or facility. The contractor shall adhere to approved schedule and provide notice to affected parties.

1.5. **Access to site**

The contractor shall be responsible for the car park charges at the airport.

Employer shall provide security access passes at no charge. Contractor will be required to provide certificates of good conduct for their staff to meet eligibility requirements for the security passes. Periodical passes may be organized to avoid loss of time that would arise if passes were to be obtained on daily basis.

All personnel working in the airside shall be required to be in reflective jackets at all times and will have to be in the jackets to access the airside.

Contractor shall provide an advance program providing staff access requirements to enable arrangement for security passes.

1.6. **Codes and Standards**

The equipment, installation and works, being the subject of the Bidding Documents shall be produced and executed in accordance with the General and Technical Specifications, along the rules of trade and the best technique in use.

1.7. **Ambient Design Conditions**

The average local climatic conditions (relevant to the design and selection of equipment and materials for the works) are as follows:

i. ambient temperature:    27°C
ii. humidity:    85%
iii. altitude:    1650m

2. **SUBMITTALS**

2.1. **Shop Drawings**

The contractor shall provide shop drawings and schematics depicting all proposed equipment “as built” configuration. The following must be provided:
a. Connection diagrams for interfacing equipment.
b. List of connected equipment.
c. Locations for all major equipment components to be installed under this specification

2.2. **Product Data**

The contractor shall provide the following product data:

a. Technical data sheets.
b. A complete set of instruction manuals.

2.3. **Quality Assurance Submittals**

The equipment manufacturer shall be among the most experienced manufacturer of the systems with over fifteen years’ experience. The manufacturer shall be able to provide 24/7 technical assistance and support.

The contractor shall submit to the employer the following quality assurance documentation:

a. A checkout report for each equipment, which shall include:
   i. A complete list of every device.
   ii. The date it was tested, and by whom.
   iii. If retested, the date it was retested, and by whom.
   iv. The final test report shall indicate that every device was tested successfully.

b. Notice of Completion: When the final acceptance has been satisfactorily completed, the employer shall issue a notice of completion to the Contractor.

2.4. **As-built Drawings**

At completion of project and prior to final inspection, the contractor shall submit four sets of “as-built” record drawings to Engineer in hard and soft AutoCAD copies.

3. **INSPECTION**

3.1. **Inspection following Delivery**

Site inspection shall be carried out on delivery to the site and before installation of the equipment.
4. **Requirements for supply and replacement of taxiway lights and damaged signage’s at JKIA**

4.1. **General**

The contractor shall remove existing taxiway edge light inset and elevated fittings complete with their base and damaged signage’s and hand over to electrical engineer or his representative. The contractor shall supply and install the following:

1. Removal of existing elevated and inset lighting fittings complete with their base.
2. Supply and install elevated LED taxiway edge lights as ETES L861TBLUE 14” or approved equivalent.
3. Supply and install inset LED taxiway edge light as SL-TE-I-O-B-6.6A-1C or approved equivalent.
4. Supply and install base plate for elevated LED taxiway edge lights complete with fasteners as T300/3 or approved equivalent.
5. Supply and install base for inset LED taxiway edge light complete with fasteners as Base 8”-135-2-T-M or approved equivalent.
6. Supply and install 4mm² two core AGL secondary cable.
7. Supply and install male AGL secondary connectors.
8. Supply and install female AGL secondary connectors.
9. Supply and install AGL signage’s.
10. Supply and install Inset taxiway edge light base accessories.
11. Supply and install 5-step 10kva 415vac constant current regulators as per specification.
12. Carry out associated civil works which include but not limited to:
   - Removal of existing base plates installed on asphalt concrete surface.
   - Prepare a shallow pit appropriate for installation of new base plate.
   - Apply concrete blinding layer to achieve leveled mounting base.
   - Extend secondary cable conduit to the newly installed base.
   - Backfill using concrete asphalt and make good affected areas.
13. Supply and install 36Va inset LED runway edge light fittings.
15. Cut asphalt concrete to allow laying of electrical conduit. Backfill layers to be like existing and make good affected areas.
16. Supply and install complete (yellow post, blue reflector and ground mounting socket) retro-reflective marker per FAA/ICAO standard.

4.2. **Elevated LED taxiway edge lights**

- Average LED life of 100,000 hours under high-intensity conditions and more than 180,000 hours under typical operating conditions.
- The fixture shall have an adjustment mechanism that allows ±4.5° vertical adjustment in the field. Aluminum casting, stainless steel hardware, and protected with aviation yellow powder coat finish. Locking ring is protected with aviation blue powder coat finish.
• It shall be possible to install the lights on existing circuits in addition to, or in replacement of, conventional incandescent or halogen lights without having to change any other element (CCR, primary and secondary cabling, series isolation transformer, etc.).

• The fixture light output shall match quartz-incandescent fixtures at all brightness levels on a 3-step or 5-step regulator. The required beam color shall be obtained without the use of a color filter.

• It shall be possible to easily remove the top optical assembly without the use of tools. Exterior, hard to remove, rubber type elements (that are subject to UV degradation; attack by rodents, fire ants, birds, etc) shall not be used to hold the top optical assembly on.

• The fixture electronics shall be mounted inside the LED chamber to provide optimum protection from water and ice in the base can. No active electronic LED elements are allowed in the base can.

• The fixture shall use robust, solid-state internal devices that withstand damage if the fixture is knocked over.

• The fixtures shall conform to the requirements of FAA Advisory Circular 150/5345-46 (current edition) “Specification for Runway and Taxiway Light Fixtures” and “FAA Engineering Brief No. 67 “Light Sources other than Incandescent and Xenon for Airport Lighting and Obstruction Lighting Fixtures.” The L-861T LED fixture shall be ETL certified.

• The fixture shall comply with ICAO Annex 14, Vol. 1, para. 5.3.17.

4.3. **Inset LED taxiway edge light**

• The LED light follows the same light intensity curve as a corresponding halogen lamp with different intensity levels at the CCR.

• The inset light is an 8” omnidirectional low projection inset LED light provided with a blue LED.

• The fitting can be installed in standard bases or with adapter rings in an existing airfield lighting system.

• The fixtures shall conform to Photometric and colors in compliance with recommendations in ICAO Annex 14 Volume 1, FAA AC150/5345-46D and FAA EB67D.

• It shall be possible to install the lights on existing circuits in addition to, or in replacement of, conventional incandescent or halogen lights without having to change any other element (CCR, primary and secondary cabling, series isolation transformer, etc.).

• All external parts shall be made of anodized aluminum alloy casting.

• All fixings and fastenings shall be made of stainless steel.

• The fitting has a maximum outer diameter of 203 mm (8”) and its projection shall not exceed 10 mm (<1/2”) Omni-directional.
The fitting shall be installed directly on an 8" shallow base minimum 100 mm (6.6A version only), or in a Thorn AFL adapter ring on a FAA L-868B deep base. Or approved equivalent

The fitting shall be designed to allow easy maintenance.

4.4. **Base plate for elevated LED taxiway edge lights**

- The base plate shall be fully compliant to FAA AC150-5345/46 (current edition) requirements.
- The material shall be non-metallic to avoid corrosion.
- It shall be adequately designed to withstand UV as well as the usual chemical agents present on airfields.
- The base plate shall have a 2” 11 TPI female thread to receive the light, and six holes allowing installation on a FAA L-867 12” deep base.
- It shall incorporate aluminum lugs ensuring an efficient earthing of the light.
- A synthetic flat gasket shall be provided for water tightness.

4.5. **Base for inset LED taxiway edge light**

- Protection The base shall fulfill .Ingression (Water protected design) according to AC 150/5345-42G, §4.3.5.
- The fitting shall be made of High pressure die cast aluminium
- The base shall be bolt base versions equipped with replaceable locking type reinforced steel insert threads. M10 or UNC 3/8” threads (2pcs/ 8” Base 8”).
- Note: Even if the insert threads have a locking feature, it is recommended to use a locking washer in order to secure screw fixation.
- The base shall have cable access Side entry base versions optionally equipped with one or two open side entries for cable access. Designed for PG16 threaded cable glands.

4.6 **Inset taxiway edge light base accessories**

- Side entry PG16 full thread
- 2xm10 heli coil thread
- Grounding screw
- Hex screw m10x25
- Base side entry cable plastic cover tube
- PG 16 male thread
- Cable gland with PG16 male thread
- Base SP/CAP X 10

4.7 **AGL secondary cable**

- the AGL cable shall be in compliance with ICAO: Aerodrome Design Manual Part 5, Electrical Systems
- shall be copper, 2x4mmsq cross section 7 strands
- shall withstand nominal voltage rating to ground of 600volts
- shall have minimum of 0.8mm thick insulation material
- Outer sheath shall be nylon /rubber
4.8 **Male and female AGL secondary connectors**

- the AGL secondary connector shall be in compliance with ICAO: Aerodrome Design Manual Part 5, Electrical Systems
- shall be compatible with the plug and receptacle of the series transformer
- shall withstand nominal voltage rating to ground of 600volts

4.9 **AGL signage**

- The electronic components shall be encapsulated in waterproof polyurethane.
- The signage shall have over voltage surge and lightning protection.
- Front plate shall be made out of UV-treated poly carbonate.
- Long life time of LEDs.
- All external parts shall be made of aluminum alloys.
- All fixings and fastenings shall be of stainless steel.
- Shall be possible to be powered by an isolating transformer on a standard AGL primary loop.
- The sign shall meet the requirements and shall be in compliance with the ICAO Annex 14 Volume I and ICAO: Aerodrome design manual part 4 and 6.

4.10 **Runway inset edge light**

- Can be installed on existing 6.6A series circuit with no modification to existing CCR or isolation transformer.
- Inset light, Bi-Directional
- Light Source: Halogen
- Base Size 12-Inch
- Minimum Service Life of light source 1500hrs.
- Should comply with Icao annex 14, vol. 1 par 5.3.9.7 and 5.3.9.10

5. **SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION**

A. All deviations from the technical specification shall be filled in by the bidder clause by clause in this schedule.

<table>
<thead>
<tr>
<th>SECTION</th>
<th>SPECIFICATION</th>
<th>CLAUSE NO.</th>
<th>DEVIATION</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
B. The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification. The tenderer further confirms that in the event any other data and information presented in the tenderer’s proposal and accompanying documents including drawings, catalogues etc are at variation with the specific requirements laid out in the technical specification, then the latter shall govern and will be binding on the tenderer for the quoted price

......................................
Signature of tenderer
SECTION VI: DRAWINGS

No drawing required because it is replacing existing fittings
SECTION VII: BILLS OF QUANTITIES

1.0 PREAMBLE TO BILL OF QUANTITIES

a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.

b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.

c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor’s rates and the quantities of work actually done in fulfillment of his obligation under the Contract.

d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.

e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.

f) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 36.4 of part of the Conditions of Contract.

g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all equipment and tools to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

h) The tender sum and the price schedules in the bills of quantities 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 pursuant to Section 82 of the Public Procurement and Asset Disposal Act, 2015.

i) There will be no correction of errors and where such errors are detected, it will lead to automatic disqualification.

j) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.

k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess or the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
### 2.1 SCHEDULE 1 – PRELIMINARIES AND GENERAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1 Allow for provision for bonds and insurances including profits</td>
<td>SUM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.2 Allow for provision of temporary office and store for the contractor</td>
<td>MONTHS</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3 Provide for setting up, mobilization and demobilization including profits and overheads</td>
<td>SUM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.4 Provide for purchase of communication radios. Radios to revert to Employer on completion of Works.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.1.4.1 Mobile radios as iCOM. IC –A220 equal and approved</td>
<td>NO</td>
<td>1</td>
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</tr>
<tr>
<td>2.1.4.2 Hand held radios as Icom-IC-A24 equal and approved</td>
<td>NO</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.5 Provide a Double Cabin 2400-3000cc (less than 50,000 mileage) vehicle for hiring, fueling and maintenance of vehicle for supervision by Employer at the implementation period of works</td>
<td>MONTHS</td>
<td>6</td>
<td></td>
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</table>

**SUB TOTAL FOR SCHEDULE 1**

### 2.2 SCHEDULE 2 - MATERIALS AND INSTALL

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (ksh)</th>
<th>Amount (ksh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1 Removal of existing elevated and inset lighting fittings complete with their base</td>
<td>NO</td>
<td>490</td>
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<tr>
<td>2.2.2 Supply and install elevated LED taxiway edge lights as ETES L861TBLUE 14” or approved equivalent</td>
<td>NO</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.3 Supply and install inset LED taxiway edge light as SL-TE-I-O-B-6.6A-1C or approved equivalent</td>
<td>NO</td>
<td>410</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.4 Supply and install base plate for elevated LED taxiway edge lights complete with accessories as T300/3 or approved equivalent</td>
<td>NO</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Unit</td>
<td>Qty</td>
<td>Rate (ksh)</td>
<td>Amount (ksh)</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td><strong>2.2.5</strong> Supply and install base for inset LED taxiway edge light complete with accessories as Base 8&quot;-135-2-T-M or approved equivalent</td>
<td>NO</td>
<td>410</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2.6</strong> Supply and install 4mm sq two core AGL secondary cable</td>
<td>LM</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2.7</strong> Supply and install male AGL secondary connectors</td>
<td>NO</td>
<td>530</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2.8</strong> Supply and install female AGL secondary connectors</td>
<td>NO</td>
<td>530</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2.9</strong> Supply and install two compartment AGL LED signage’s measuring 2950mm long x 850mm high x 230mm wide aps</td>
<td>NO</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2.10</strong> Supply and install two compartment AGL LED signage’s measuring 1560mm long x 650mm high x 230mm wide aps</td>
<td>NO</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td><strong>2.2.11</strong> Supply and install two compartment AGL LED signage’s measuring 1360mm long x 850mm high x 230mm wide aps</td>
<td>NO</td>
<td>2</td>
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</tr>
<tr>
<td><strong>2.2.12</strong> Supply and install all required inset base installation accessories</td>
<td>sum</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>2.2.13</strong> Supply and install 5-step 10kva 415 vac constant current regulators as per specification</td>
<td>NO</td>
<td>2</td>
<td></td>
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</tr>
<tr>
<td><strong>2.2.14</strong> Allow for civil works, cutting, preparation for bases, ducting and concrete finish for all fittings and cabling as per the specifications</td>
<td>sum</td>
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</tr>
<tr>
<td><strong>2.2.15</strong> Supply and install Inset-runway edge light fittings</td>
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<td></td>
</tr>
<tr>
<td>Description</td>
<td>Unit</td>
<td>Qty</td>
<td>Rate (ksh)</td>
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</tr>
<tr>
<td>Supply and install base for 12inches inset runway edge light complete with accessories</td>
<td>NO</td>
<td>24</td>
<td>NO.</td>
<td>24</td>
</tr>
<tr>
<td>Supply and install 25mmsq electrical metallic conduit complete with couplers</td>
<td>LM</td>
<td>500</td>
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</tr>
<tr>
<td>Cut asphalt concrete to allow laying of electrical conduit. Backfill layers to be like existing and make good affected areas</td>
<td>LM</td>
<td>500</td>
<td>NO.</td>
<td>500</td>
</tr>
<tr>
<td>Supply and install complete (yellow post, blue reflector and ground mounting socket) retro-reflective marker per FAA/ICAO standard</td>
<td>NO</td>
<td>200</td>
<td>NO.</td>
<td>200</td>
</tr>
<tr>
<td>Supply blue reflectors (spares)</td>
<td>NO</td>
<td>30</td>
<td>NO.</td>
<td>30</td>
</tr>
<tr>
<td>Yellow post (spares)</td>
<td>NO</td>
<td>10</td>
<td>NO.</td>
<td>10</td>
</tr>
<tr>
<td>Ground mounting sockets (spares)</td>
<td>NO</td>
<td>10</td>
<td>NO.</td>
<td>10</td>
</tr>
<tr>
<td>Insulation Resistance Tester for AGL maintenance as Fluke 1555C or equal and approved by Engineer</td>
<td>No.</td>
<td>2</td>
<td>NO.</td>
<td>2</td>
</tr>
<tr>
<td>RMS flexible wireless clamp meter as Fluke a3000FC or equal and approved by Engineer</td>
<td>No.</td>
<td>5</td>
<td>NO.</td>
<td>5</td>
</tr>
<tr>
<td>Taxiway edge light spares (supply ONLY)</td>
<td>No.</td>
<td>10</td>
<td>NO.</td>
<td>10</td>
</tr>
<tr>
<td>Runway edge lights spares (supply ONLY)</td>
<td>No.</td>
<td>10</td>
<td>NO.</td>
<td>10</td>
</tr>
<tr>
<td>Allow for factory training on the new LED and AGL system for five (5) technician and two (2) engineers.</td>
<td>sum</td>
<td></td>
<td></td>
<td>Subtotal for schedule 2</td>
</tr>
</tbody>
</table>
### 2.2 SCHEDULE 3: SUMMARY

<table>
<thead>
<tr>
<th>S/NO</th>
<th>DESCRIPTION</th>
<th>AMOUNT (KSH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total for schedule 1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total for schedule 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add 16% VAT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total tender sum</td>
<td></td>
</tr>
</tbody>
</table>

Total tender sum in words: Kenya shillings

__________________________________________   __________________
(Bidder’s Signature)                      (Date)

For and on behalf of: ________________________________

Witness: ________________________________ Date: __________________

Address: __________________________________________

Official Seal/Stamp:
## SECTION VIII: STANDARD FORMS

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<th>Page</th>
</tr>
</thead>
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FORM OF TENDER

TO: __________________________ [Name of Employer] ____________ [Date]
__________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs.____________________________ [Amount in figures] Kenya Shillings_____________________________________________________________
______________________________________________________________ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender for one hundred and twenty (120) days, and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

   Dated this ________________ day of _______20________________

   Signature __________________ in the capacity of___________________

   duly authorized to sign tenders for and on behalf of __________________________ [Name of Employer]
   of ____________________________ [Address of Employer]

Witness;

   Name _______________________________

   Address _______________________________

   Signature _______________________________

   Date _______________________________
**APPENDIX TO FORM OF TENDER**

(This appendix forms part of the tender)

<table>
<thead>
<tr>
<th>CONDITIONS OF CONTRACT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security (Bank Guarantee only)</td>
<td>Kshs. 500,000.00</td>
</tr>
<tr>
<td>Amount of Performance Security (Unconditional Bank Guarantee)</td>
<td>Ten (10%) percent of tender price in the form of Unconditional Bank Guarantee</td>
</tr>
<tr>
<td>Program to be submitted</td>
<td>Not later than fourteen days after issuance of Order to Commence</td>
</tr>
<tr>
<td>Minimum amount of Third Party Insurance</td>
<td>Kshs. 5,000,000.00</td>
</tr>
<tr>
<td>Period for commencement, from the Engineer’s order to commence</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Time for completion</td>
<td>Twelve (52) weeks</td>
</tr>
<tr>
<td>Amount of liquidated damages</td>
<td>Amount for each day of delay: 0.15 %</td>
</tr>
<tr>
<td>Limit of liquidated damages</td>
<td>10% of Contract Value</td>
</tr>
<tr>
<td>Defect Liability period</td>
<td>12 Months</td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td>5% of Interim Payment Certificate</td>
</tr>
<tr>
<td>Limit of Retention Money</td>
<td>5% of Contract Price</td>
</tr>
<tr>
<td>Minimum amount of interim certificates</td>
<td>Contract value/Time for completion in months</td>
</tr>
<tr>
<td>Time within which payment to be made after Interim Payment Certificate signed by Engineer</td>
<td>30 days</td>
</tr>
<tr>
<td>Time within which payment to be made after Final Payment Certificate signed by Engineer</td>
<td>30 days</td>
</tr>
<tr>
<td>Appointer of Arbitrator</td>
<td>Chief Justice of The Republic of Kenya</td>
</tr>
</tbody>
</table>

**Notice to Employer and Engineer**

The Employers address is:
Managing Director
Kenya Airports Authority
P. O. Box 19001 00501
NAIROBI

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

Signature of Tenderer: ..................................................................................................................................................................................

Date: ...........................................................................................................................................................................................................
LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

__________________________ [date]

To: _______________________
   [name of the Contractor]

__________________________
   [address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated ___________________________ for the execution of __________________________________________________________

[name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. __________________________ [amount in figures] [Kenya Shillings __________________________ (amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature ________________________________________________

Name and Title of Signatory ___________________________________________

Attachment : Agreement
FORM OF AGREEMENT

THIS AGREEMENT, made the ______________ day of __________ 20 _____ between

__________________________________________________ of [or whose registered office is
situated at] __________________________________________ (hereinafter called “the
Employer”) of the one part AND

____________________________________________________ of [or whose registered
office is situated at] ___________________________________ (hereinafter called “the
Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

(name and identification number of Contract ) (hereinafter called “the Works”) located
at ___________________________ [Place/location of the Works] and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of such
Works and the remedying of any defects therein for the Contract Price of Kshs __________________________ [Amount in figures], Kenya Shillings
____________________________________________________ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and shall be read and construed as
part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and
complete the Works and remedy any defects therein in conformity in all respects with the
provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of ____________________________________________

Was hereunto affixed in the presence of ____________________________________________

Signed Sealed, and Delivered by the said ____________________________________________

Binding Signature of Employer ____________________________________________

Binding Signature of Contractor ____________________________________________

In the presence of

(i) Name ____________________________________________

Address ____________________________________________

Signature ____________________________________________

(ii) Name ____________________________________________

Address ____________________________________________

Signature ____________________________________________
FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
   (c) Rejects a correction of an arithmetic error in the tender.

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

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

___________________________  __________________________
[signature of the Bank]         [date]

___________________________  __________________________
[witness]                      [seal]
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: ___________________________ (Name of Employer) __________ (Date)
__________________________ (Address of Employer)

Dear Sir,

WHEREAS ______________________ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. ___________ dated _________ to execute ________________ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. ______________________ (amount of Guarantee in figures) Kenya Shillings__________________________ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings ______________________ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR ______________________

Name of Bank ____________________________________________

Address ________________________________________________

Date ____________________________________________________
TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer
…………………………………………………………………………………………

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
…………………………………………………………………………………………

3. Telephone number(s) of tenderer
…………………………………………………………………………………………

4. Telex address of tenderer
…………………………………………………………………………………………

5. Name of tenderer’s representative to be contacted on matters of the tender during the tender period
…………………………………………………………………………………………

6. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)
…………………………………………………………………………………………
…………………………………………………………………………………………

_______________________
Signature of Tenderer

Make copy and deliver to:_______________________(Name of Employer)
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

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-DEBARMEMENT 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
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies to your type of business.

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

**Part 1 – General**

Business Name ____________________________________________________________

Location of business premises;  Country/Town ________________________________

Plot No __________________________ Street/Road ____________________________

Postal Address ___________________________ Tel No ___________ Email address____

Nature of Business ______________________________________________________

Current Trade Licence No ___________ Expiring date __________________________

Maximum value of business which you can handle at any time: Ksh _____________

Name of your bankers ____________________________________________________

Branch ____________________________ ____________________________ ________

**Part 2 (a) – Sole Proprietor**

Your name in full ________________________________________________________ Age __________

Nationality __________________________ Country of Origin ______________________

*Citizenship details ______________________________________________________

**Part 2 (b) – Partnership**

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2(c) – Registered Company:**

Private or public………………………………………………………………………

State the nominal and issued capital of the Company-
Nominal Kshs……………………………………………………………………

Issued Kshs……………………………………………………………………

Give details of all directors as follows:


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

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

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

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

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.................................................. .................................................. ..................................................
(Title) (Signature) (Date)

* Attach proof of citizenship
STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of ______________________________________
________________________________________ (name of Contract)
being accepted, we would require in accordance with Clause 21 of the Conditions of Contract,
which is attached hereto, the following percentage:

(Figures) ____________________ (Words) __________________________________________

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

1. __________________________________________
2. __________________________________________

Date: ___________________________________________ 2011

Enter 0% (zero percent) or leave blank if no payment will be made in foreign currency.

*Maximum foreign currency requirement shall be thirty (30%) percent of the Contract Sum, less
fluctuations.*

________________________________________
(Signature of Tenderer)
LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

________________________

To:_____________________

_____________________

_____________________

RE: Tender No._____________________

Tender Name_____________________

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

__________________________________________________________________________

__________________________________________________________________________

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

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

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

(FULL PARTICULARS)__________________________________________________________________________

__________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that ..........................................................................................................................(Name of bidder or his representative)

Of the firm of ..............................................................................................................................(Name of Firm bidding)

In the company of ........................................................................................................................(Name of KAA representative conducting the visit)

Visited the site in connection with bid for:
Supply and replacement of taxiway lights and damaged signages at JKIA

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works, cost thereof and I am fully aware that all work will be done while the areas remain in use.

2. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

On behalf of Bidder

Signed............................................................................................................................................
Date ................................................................................................................................................

On behalf of Kenya Airports Authority

Signed............................................................................................................................................
Date ................................................................................................................................................
MANUFACTURER’S AUTHORISATION FORM

To: [name of the Procuring entity]

__________________________________
__________________________________
__________________________________
__________________________________

RE: _______________________________________________________________________

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

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

_________________________________________________________________________
[Signature for and on behalf of manufacturer]

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