PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER

TENDER No. KAA/OT/ICT/0027/2019-2020

OCTOBER, 2019

GENERAL MANAGER (ICT)  MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY  KENYA AIRPORTS AUTHORITY
P.O.BOX 19001-00501  P.O.BOX 19001-00501
NAIROBI  NAIROBI
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SECTION I. INVITATION FOR TENDERS

TENDER NO: KAA/OT/ICT/0027/2019-2020 DATE: 8TH OCTOBER 2019

TENDER NAME: PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER

1.1 The Kenya Airports Authority (KAA) invites sealed bids from eligible candidates for the Provision of Maintenance Services for the KAA Primary Data Center through an open tender process.

1.2 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.

1.3 A complete set of Tender documents may be obtained upon payment of a non-refundable fee of Kshs 1,000/= (Kenya Shillings One Thousand Only) in cash or Bankers Cheque payable to Kenya Airports Authority. Bidders who choose to download the tender from KAA website https://kaa.go.ke/corporate/procurement/ or Public Procurement Information Portal (www.ppip.go.ke) should forward their company’s details to procurement department so that any addendum/clarifications can be sent to their email address.

1.4 Prices quoted should be net and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.

1.5 Completed Tender documents must be serialized from the first to the last page including any attachments and to be enclosed in plain sealed envelopes marked “PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER TENDER NO. KAA/OT/ICT/0027/2019-2020” and deposited in the Tender Box located on the 2nd Floor at Kenya Airports Authority Headquarters Complex at Jomo Kenyatta International Airport Nairobi or to be addressed to

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

to reach him on or before 23rd October, 2019 at 11.00 am. Late bids shall be rejected.
1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building.

1.7 A Site Visit & Pre-bid meeting will be held on 16th October 2019 at 10.00 a.m. Bidders to Congregate at the Data Centre Conference room located at Kenya Airports Authority, Head Office.

1.8 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website https://kaa.go.ke/corporate/procurement/ portal All bidders are advised to regularly check the website during the bidding period.

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

1.9 The Tender Security of **Kenya Shillings one hundred thousand** (**100,000.00**) shall be valid for 150 days from the date of tender opening.

**GM (PROCUREMENT & LOGISTICS)**
**For: MANAGING DIRECTOR**
## SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

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

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

2.2 Cost of tendering

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

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

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

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders:

   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Schedule of Requirements
v) Details of service  
v) Form of tender  
vii) Price schedules  
viii) Contract form  
ix) Confidential business questionnaire form  
x) Tender security form  
xi) Performance security form  
xii) Principal’s or manufacturers authorization form  
xiii) Declaration form  

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7
2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 23rd October, 2019 at 11.00 am,”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s
misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **23rd October, 2019 at 11.00 am**.

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

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

2.17 **Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at 23rd October, 2019 at 11.00 am and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

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

2.22.3 The procuring entity’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.
2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 **Award of Contract**

a) **Post qualification**

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

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

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity’s action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

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

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

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

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

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<td>As per Invitation to Tender.</td>
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<td>2.5.1</td>
<td>Address for clarification:</td>
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<td></td>
<td>General Manager Procurement and Logistics,</td>
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<tr>
<td></td>
<td>P.O. Box 19001 - 00501</td>
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<td>Nairobi</td>
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<td>Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></td>
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<td>Telephone: +254 (0)20 6611000</td>
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<td>2.11</td>
<td>For Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-</td>
</tr>
<tr>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td>(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</td>
</tr>
</tbody>
</table>
(c) The partner in charge shall be authorized to incur liabilities and receive instructions for an 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)

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

| 2.12 | Tender Security shall be at a value of: **Kenya Shillings One Hundred Thousand (100,000.00)** |
|      | The tender security shall be in the form of: |
|      | 1. cash or banker’s cheque, or |
|      | 2. a bank guarantee, or |
|      | 3. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or |
|      | 4. Letter of credit. |

The **Tender Security** shall be valid for **150 days** from the date of tender opening.

<p>| 2.30 | Performance security shall be valued at <strong>10% of the total contract price</strong>, in the format provided and shall be in form of: |
|      | 1. Cash or banker’s cheque, or |
|      | 2. A bank guarantee, or |
|      | 3. Guarantee issued by a reputable insurance company approved by |</p>
<table>
<thead>
<tr>
<th>Public Procurement Regulatory Authority (PPRA) or Letter of credit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>However in case of firms duly registered by the National Treasury under Government Access to Procurement Opportunities, they performance guarantee shall be 1% of the contract sum.</td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA

1 Preliminary

Tenderers are required to submit the following MANDATORY documents, failure to which they shall not be considered for further evaluation.

1.1 Duly filled and signed form of tender
1.2 Certificate of Registration/Incorporation (all parties of a joint venture must submit).
1.3 Duly filled Confidential Business Questionnaire (all parties of a joint venture must submit).
1.4 A Valid TAX Compliance Certificate (if Joint Venture all parties must submit)
1.5 Duly filled Self-declaration Form (all parties of a joint venture must submit).
1.6 Copies of valid business permits and licence number and provide county of operation
1.7 The bidder shall provide copy of current CR-12. Where one or more of the shareholders is a company (beneficial ownership), the CR-12 of such a company shall be provided.
1.8 The Bidder must have National Construction Authority (NCA) 7 Category or better for Mechanical Works. Documentation to be attached
1.9 The Bidder must have National Construction Authority (NCA) 7 Category or better for Electrical Works. Documentation to be attached
1.10 The Bidder must be an Electrical Contractor Licensed by the ERC.
1.11 The tender document must be serialized from the first to the last page including any attachments.

Bidder who do not meet ANY of the above criteria shall be disqualified and will NOT be evaluated further.

2 Technical Evaluation Criteria

The technical evaluation will be done as follows, with a maximum score of 100.

<table>
<thead>
<tr>
<th>Evaluation item</th>
<th>Specification</th>
<th>Meets Specification?</th>
</tr>
</thead>
</table>
| Firm’s Qualifications | Client References  - At least two (2) clients references where similar services (Deployment and/or maintenance of Data Centers) have been successfully implemented within the last five (5) years. Bidders are required to attach either LPOs, contracts, Completion certificates as proof.  
The average value of the two (2) completed shall be at least Kshs 5,000,000.00. | YES / NO |
<table>
<thead>
<tr>
<th></th>
<th>Key Personnel</th>
<th>Project Manager (1No)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>Must have a minimum annual average turnover Kshs 5,000,000.00 over three years for 2015, 2016 and 2017 or 2016, 2017 and 2018 as per copies of the audited financial statements.</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bachelor Degree in electrical/electronic engineering or related field from a recognized University. Bidders to attach a copy of degree certificate as proof.</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum five (5) years working experience in managing similar projects [Bidders to provide CVs]</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Data Center Engineering Specialist and/or Data Center Operations Specialist OR an equivalent global Data Center management certification. [Bidders to provide copies of certificates]</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td>Technical Personnel (At least 3 No.)</td>
<td>Minimum Diploma in electrical/electronic engineering or related field from a recognized institution. <strong>Bidders to attach copy of degree / diploma certificate as proof.</strong></td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum of three (3) years working experience in the electrical/power engineering / data center industry [Bidders to provide CVs]</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tripp-Lite Technical Specialist Certification [Bidders to provide copies of certificates]</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Certification in Structured Cabling [Bidders to provide copies of certificates]</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Certification in HVAC (Heating, Ventilation &amp; Air Conditioning) Systems [Bidders to provide copies of certificates]</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Methodology</td>
<td>Bidders are expected to provide a sample project plan for conducting a PM exercise within 1 week per cycle.</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>
Bidders are required to attach copies of certificates for the firm and proposed personnel as evidence of qualifications. For proof of similar works, bidders are required to provide proof in terms of Contracts, LPO’S or Completion Certificates including name(s) and address of contact person(s).

**Bidders who do not meet ANY of the above criteria shall be disqualified and will NOT be evaluated further.**

**FINANCIAL EVALUATION**

The financial evaluation will be based on the lowest evaluated price.
**NOTE:**

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

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

The Authority will not accept and/or respond to request for clarification from bidders received later than three (3) days before the tender opening.
SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor means the individual or firm providing the services under this Contract.

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

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.
3.6  **Performance Security**  
Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

   a) Cash.

   b) A bank guarantee.

   c) Such insurance guarantee approved by the Authority.

   d) Letter of credit.

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

3.7  **Inspections and Tests**

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

3.7.2  The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity’s prior written consent.

3.10 **Termination for Default**

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 **Termination of insolvency**

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

3.13 **Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 **Resolution of disputes**

The procuring entity’s and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 **Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.
3.16 **Force Majeure**

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

3.17 **Applicable Law.**

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

3.18 **Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complement provisions of section III must be incorporated

b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.
SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6</td>
<td>Performance Security shall be at ten (10%) percent of the Contract Price excluding any recurrent costs, in the format provided and shall be in form of;</td>
</tr>
<tr>
<td></td>
<td>a. Cash or banker’s cheque, or</td>
</tr>
<tr>
<td></td>
<td>b. A bank guarantee, or</td>
</tr>
<tr>
<td></td>
<td>c. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</td>
</tr>
<tr>
<td></td>
<td>d. Letter of credit.</td>
</tr>
</tbody>
</table>

However in case of firms duly registered by the National Treasury under Government Access to Procurement Opportunities, they performance guarantee shall be 1% of the contract sum.

The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.

| 3.8                                      | The Intended Completion Date for the whole work shall be: |
|                                          | The works should be completed within a period of |

**Three (3) months** after contract signing.

The supplier to provide a proposed project plan for purposes of the contract.

| 3.9                                      | Subject to the provisions (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or |
Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement as follows:

1. **Maintenance & Support**
   Quarterly after delivery of maintenance services

2. **Capacity Building**
   On Completion of each capacity building exercise.

Payment shall be made as follows:

*Note:* Retention money shall be five (5%) percent of each payment certificate and it shall be released after the end of six (6) months defects liability period and shall be deducted **There shall be no advance payment.**

23.14 The rules of arbitration procedures for local suppliers shall be those contained in the Arbitration Act of the Laws of Kenya

The institution whose arbitration procedures shall be used for foreign suppliers is:


Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.” The arbitration will be conducted in Nairobi, Kenya, in the English language and using one arbitrator.

3.17 Any dispute directly or indirectly connected with this contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both parties.

If the effort to resolve all or any of the disputes through mutual settlements fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both KAA and the supplier. The
settlement agreement shall be final and binding on the parties. The venue of the conciliation shall be KAA Board Room 3rd Floor.

The cost of conciliation shall be met equally by both parties.

The conciliation should not take longer than 7 days and the report from the conciliator shall be submitted to both parties within 14 days thereafter.

<table>
<thead>
<tr>
<th>3.18</th>
<th>The Procuring Entity is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Kenya Airports Authority,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>P. O. Box 19001-00501,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Nairobi-Kenya</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Tel: +254-020-6611000/6612000</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Fax: +254-020-822078</strong></td>
</tr>
<tr>
<td></td>
<td><strong>E-mail: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></strong></td>
</tr>
</tbody>
</table>

The address of the Supplier for notices is:

…………………………………………
…………………………………………
…………………………………………
…………………………………………

All notices, instructions, information, and other communications given by the supplier to KAA under the contract shall be given to the Project Manager/KAA’s representative, except as otherwise provided for in the agreement.

<table>
<thead>
<tr>
<th>4.3 OTHER SPECIAL CONDITIONS OF CONTRACTS</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Technical Personnel</strong></td>
<td>The key technical personnel are expected to be available on site during the project duration. The proposed personnel as listed shall not be changed without notification and approval from the Procuring Entity.</td>
</tr>
<tr>
<td></td>
<td>The supplier agrees to maintain all statutory records as required under various labour laws in respect of employees and payments. Any expenses incurred for the contributions, making contributions or maintain records shall be to the vendor account.</td>
</tr>
</tbody>
</table>
Except as KAA may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the supplier, it becomes necessary to replace any of the Key Personnel, the supplier shall provide as a replacement a person of equivalent or better qualifications, subject to approval by KAA.

If KAA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the KAA has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the supplier shall, at the KAA’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the KAA.

The supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

The supplier shall not employ for the purpose of the work, any person below the age of 18 years. KAA shall have the right to decide whether any person employed by the vendor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the vendor.

### Roles and Responsibilities

<table>
<thead>
<tr>
<th>Supplier’s Responsibilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The supplier has the overall responsibility of service, delivery, implementation, and training of information security solution as specified in the scope of works.</td>
</tr>
</tbody>
</table>

The supplier shall make its own arrangements for movement of personnel and equipment, within and outside the sites/units/offices at the various locations covered by the contract.

The supplier’s Representative and staff are obliged to work closely with the KAA’s Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
If the supplier or their employee damage, break, deface the property of KAA or other during the execution of the contract, the same shall be made good by the supplier at his own expense and in default thereof, the Authority’s project manager may cause the same to be made good by other agencies and recover expenses from the vendor.

All supplier’s personnel entering KAA premises shall be properly identified by badges of a type issued by KAA and must be worn at all times.

KAA shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of maintenance contract or thereafter.

KAA Responsibilities:
KAA shall notify the supplier in writing the name of the Project Manager within fourteen (14) days of signing of the contract. The Project Manager shall have the authority to represent KAA on all day-to-day matters relating to the project or arising from the project. All notices, instructions, order, certificates, approvals, and all other communications under the contract shall be given by the projects manager, except as otherwise provided for in this contract.

KAA shall be responsible for the provision of necessary access, and licenses for the successful completion of the project except where provision of such items is explicitly identified in the contract as being the responsibility of the vendor.

KAA to provide a suitable room for the contractors personnel, equipment, tools during the execution of the works.

Confidential Information
In the performance of its work, the supplier and its employee may have access to confidential information owned or controlled by KAA. the supplier shall keep all such inform confidential and shall not copy, publish or disclose to other or permit its employee or anyone else to copy, publish or disclose to others any such information. The supplier shall use such information only for the purpose of performing its obligations.

Implementation Plan
In close cooperation with KAA and based on the draft program of works included in the tenderer's bid, the supplier shall develop and submit, within 14
days on contract signing, a program of works hereinafter referred as “Project Plan” encompassing the activities specified in the contract.

The supplier shall formally present to KAA the project plan in accordance with the technical requirements. The vendor has to specify the strategy and methodology with time frame and the synchronization of various sites of the project to ensure completion of the project in time. The project plan shall also include a Gantt and Pert chart describing the activities, resources required on the time for completion.

The work shall be executed strictly as per the time schedule, indicated in the Project Plan. Monthly/weekly work programme will be drawn up by the vendor before commencement of works and submitted to the project manager for approval. The programme & progress will be reviewed from time to time and if required, the programme may be re-scheduled by the projects manager. The vendor shall also be responsible to provide materials within his scope in time to achieve the programme. In all matters concerning the extent of the programme set out weekly and monthly, the decision of the project manager will be final and binding on the vendor. Both parties shall agree to plan review of the progress of the works executed under the scope of the contract, in particular interval with a view to:-
  i. Review the progress
  ii. Resolve pending issues
  iii. Plan for resources required for the ongoing and future works
  iv. Evaluate all escalated issues and address mechanism to remedy them

During the term of this contract KAA reserves the right to formally audit and evaluate the performance of the vendor upon reasonable notice and at reasonable time.

**Implementation Methodology**

Tenderers must include in their submission an overview of their proposed solution and key aspects. This must include a description of the method by which they propose to deliver and implement the required solution. The implementation methodology included in the tenderer’s bid will be followed during the contract implementation.
# SECTION V: TECHNICAL SPECIFICATIONS

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<td>IMPLEMENTATION METHODOLOGY</td>
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<td>PRODUCT SUPPORT</td>
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</tbody>
</table>
5.1 GENERAL

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

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

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. Kenya Airports Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.1.5 Site
   Refer to Terms of Reference
5.2 PARTICULARS

5.2.1 BACKGROUND INFORMATION

5.2.1.1 Kenya Airports Authority
Establishment

Established in 1991 under KAA Act, Cap 395 of the Laws of Kenya with the mandate to:

a) Administer, control and manage aerodromes in the country,
b) Provide and maintain facilities necessary for efficient operations of aircraft,
c) Provide rescue and fire fighting equipment and services,
d) Construct, operate and maintain aerodromes and other related activities,
e) Construct or maintain aerodromes on an agency basis on the request of any Government Department,
f) Provide such other amenities or facilities for passengers and other persons using the services or facilities provided by the Authority and
g) Approve the establishment of private airstrips and control of operations thereof.

Kenya Airports Authority manages the following airports and airstrips around the country:-

a) Jomo Kenyatta International Airport
b) Moi International Airport
c) Eldoret International Airport
d) Wilson Airport
e) Kisumu Airport
f) Malindi Airport
g) Lokichoggio Airport
h) Wajir Airport
i) Manda Airstrip
j) Ukunda Airstrip
k) Eldoret Airstrip
l) Garissa Airstrip
m) Kakamega Airstrip
n) Kitale Airstrip
o) Lodwar Airstrip

5.2.1.2 KAA Mission and Vision

The mission is: “To facilitate seamless connectivity through provision of efficient and effective airports facilities and services in an environmentally sustainable manner to exceed stakeholder expectations”.

The vision is: “To be the Airport System Hub of Choice”.

5.2.1.3 Contract Period

The contract period shall be Three (3) years.
5.2.1.4  Current Infrastructure

Kenya Airports Authority has a Primary Data Center facility located within its Head office campus. This facility has the following infrastructure:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>200 KVA Atlas Copco Generator (QAS 200)</td>
<td>2</td>
<td>KAA PDC - Old Swiss Cargo Shade</td>
</tr>
<tr>
<td>2</td>
<td>Inergen Fire Suppression System</td>
<td>1</td>
<td>Inside KAA PDC premises</td>
</tr>
<tr>
<td>3</td>
<td>Hand held Cylinders</td>
<td>LOT</td>
<td>Inside KAA PDC premises</td>
</tr>
<tr>
<td>4</td>
<td>UPS and UPS Power System- Covers two X 4 units of 120KVA UPS, UPS Power Boards and Parallel Tie Cabinets, battery banks, and Firmware upgrade, replacement of failed or failing logic circuit boards</td>
<td>4</td>
<td>PDC utility room, Server Room and inside and around PDC premises</td>
</tr>
<tr>
<td>5</td>
<td>Raw Power System- Covers all elements of power cabling, power boards, circuit breakers, contactors, fuses, all rack grounding systems etc.</td>
<td>1</td>
<td>PDC utility room, Server Room and inside and around PDC premises</td>
</tr>
<tr>
<td>6</td>
<td>Lighting System- Covers data Center lights, Kitchen lights, Toilets and offices and NOC room</td>
<td>1</td>
<td>All PDC areas</td>
</tr>
<tr>
<td>7a</td>
<td>Air Conditioning System- X 2 Units of Uniflair AC System for Equipment Room</td>
<td>2</td>
<td>main Server room</td>
</tr>
<tr>
<td>7b</td>
<td>Air Conditioning system for NOC Room and Utility Room</td>
<td>3</td>
<td>Utility and NOC rooms</td>
</tr>
<tr>
<td>8</td>
<td>Access Control- Covers the main door access control, entry and exit to the datacenter access control systems</td>
<td>1</td>
<td>around PDC premises</td>
</tr>
<tr>
<td>9</td>
<td>CCTV System</td>
<td>1</td>
<td>around PDC premises</td>
</tr>
<tr>
<td>10</td>
<td>LAN – Network System, covers cabling, Ethernet and fiber patch panels and routine cable management Cabinet Racks</td>
<td>1</td>
<td>server room, NOC room and offices</td>
</tr>
<tr>
<td>11</td>
<td>Water Detection system- Covers the waters sensor, the magnetic tape and water sensor board and Rodent Repellant</td>
<td>1</td>
<td>in the server and utility rooms</td>
</tr>
<tr>
<td>12</td>
<td>Data centre Monitoring system, - TM3 System and Access IT system (covers the physical device, configuration and programming , PLC firmware upgrade and on demand software configurations)</td>
<td>1</td>
<td>Utility and the Server room</td>
</tr>
<tr>
<td>13</td>
<td>PDU system- Covers all the tripplite PDUs, heavy duty industrial sockets</td>
<td>1</td>
<td>Utility Room</td>
</tr>
<tr>
<td>14</td>
<td>Data Centre Keep Fit and General Cleanliness-Locks, Raised Floor, Stairs,</td>
<td>1</td>
<td>Around PDC premises</td>
</tr>
<tr>
<td>15</td>
<td>Sanitary System</td>
<td>1</td>
<td>PDC cloakrooms</td>
</tr>
</tbody>
</table>
5.3 Scope
The proposed solution shall comprise the following components:

Part 1: Provision of maintenance Services
The bidder is expected to offer quarterly Preventive maintenance services for all the infrastructure listed under the ‘current infrastructure’ section. This shall include emergency and on-call support services for all the items covered in the Preventive maintenance list.

Part 2: Capacity Building
KAA intends to build capacity for its key ICT staff who manage the data center. Bidder will be required to offer capacity building for two (2) KAA ICT personnel at a manufacturer authorized training center as per the schedule below:-

Year 1:
- BCI IT Disaster Recovery Expert Implementer & BCI Business Continuity Management System Expert Implementer

Year 3:
- IDCA Data Center Manager

NOTE:
- Capacity building to include Tuition fees, Airline Tickets, Visa fees and out of pocket subsistence as guided by the Salaries and Renumeration Commission.

5.4 SITES
The Maintenance services will be delivered at the KAA Primary Data Center located at the KAA Head Office Campus.

5.5 SERVICE LEVEL AGREEMENT (SLA)
A comprehensive service level Agreement will be signed between the service provider and KAA to ensure service delivery is not compromised in any way. Termination and/or penalties applicable should the service provider not abide by the terms laid down in the service Level Agreement will also be clearly spelt out in the SLA.

5.5.1 PRODUCT SUPPORT
1. Vendor Support
   Direct vendor support, access to knowledgebase, FAQ, chat, forums and community facilities, if applicable.

2. Local Support
The bidder is expected to provide the following:
- Escalation matrix and procedures including response times (stating whether this is an acknowledgement call or a reaction to a problem).
- On call support.
- Policies and approach to release of new versions of software and the current frequency of these.
- Procedures for dealing with outstanding bugs and errors that may occur.

Support and Maintenance

The bidder is expected to provide Support and Maintenance for all the infrastructure listed in section 5.2.1.4 including but not limited to:
- Conduct quarterly health checks for all the infrastructure.
- Tests and implements relevant technical system upgrades, patches and new installations for the above infrastructure as necessary.
- Recommends tests and implements tools to enhance system performance, integrity and administration for the above products.
- Escalation of problems that require further resolutions to the bidding company to ensure compliance to Service Level Agreements (SLA) and contracts.
- Ensure compliance with SLA’s and KAA Quality standards
SECTION VI: SCHEDULE OF REQUIREMENTS

The requirements are as specified in Section V above.

<table>
<thead>
<tr>
<th>NO</th>
<th>ITEMS</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preventive Maintenance Services for the PDC</td>
<td>PROVIDE PREVENTIVE MAINTENANCE FOR THREE (3) YEARS</td>
</tr>
<tr>
<td>2</td>
<td>On-call &amp; Emergency Support</td>
<td>PROVIDE ON-CALL &amp; EMERGENCY SUPPORT FOR THREE (3) YEARS</td>
</tr>
<tr>
<td>2</td>
<td>Data Center Capacity Building</td>
<td>PROVIDE CAPACITY BUILDING OF DATA CENTER TECHNOLOGIES FOR TWO (2) YEARS</td>
</tr>
</tbody>
</table>
SECTION VII: PRICE SCHEDULE

PREAMBLE TO THE PRICE SCHEDULE

a) The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.

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

c) The Quantities set forth in the Price Schedule 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 Supplier 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 Price Schedule. The basis of payment shall be the Supplier’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 Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.

e) A price or rate shall be entered in ink or printed against every item in the Price Schedule 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 in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.

g) The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier’s supervision, compliance, testing, materials, 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 procuring entity and his staff.

h) Errors will be corrected by the procuring entity for any arithmetic errors in computation or summation as indicated in the Instructions to Tenderers Clause 2.22.2

Name of tenderer  ___________ Tender Number ___________Page ___of____
### BILL 1: Maintenance Services

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Description</th>
<th>QUARTERLY RECURRENT COST (In Kshs)</th>
<th>QUARTERLY RECURRENT COST (In Kshs Inclusive of VAT)</th>
<th>ANNUAL RECURRENT COST (In Kshs Inclusive of VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preventive Maintenance &amp; Support</td>
<td>Provide Support and maintenance as described in 5.3 part 1 above</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
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<td></td>
<td>Add VAT</td>
<td></td>
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<td></td>
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<td></td>
<td>Total Cost inclusive of VAT</td>
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Total Annual Recurrent Support and Preventive Maintenance Cost in words: .............................................

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Total Capacity Building Cost in words: .........................................................................................
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Kenya Shillings

**SUMMARY OF PRICE SCHEDULE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL AMOUNT (KSHS) – INCL. of VAT</th>
<th>TOTAL AMOUNT (3 YEAR PERIOD) (KSHS) – INCL. of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILL 1 - Maintenance &amp; Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BILL 2 – Data Center capacity Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL TENDER PRICE</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Tender Price in words: ............................................................................................................
.......................................................................................................................................................Kenya Shillings

Signature of tenderer
...................................................................................................................................................

Company Stamp

**Note:**
1. The Total Tender Price amount under summary of price schedule should be carried forward to the form of tender.
2. No Arithmetic Correction will be done. The amount indicated in the Form of Tender shall prevail.

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

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

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful Tenderer and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Declaration Form - This form must be completed by the tenderer and submitted with the tender documents.

8. Litigation History Form - This form must be completed by the tenderer and submitted with the tender documents.

9. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

10. Letter of Notification Form - This form shall not be completed by the tenderer at the time of submitting the tender. The Letter of Notification Form shall be issued to the recommended tenderer before contract award.

11. Qualification Information Form - This form must be completed by the tenderer and submitted with the tender documents.
Table of Contents

8.1 Form of Tender .................................................................................................................. 50
8.2 Confidential Business Questionnaire Form ..................................................................... 51
8.3 Tender Security Form ...................................................................................................... 53
8.4 Contract Form .................................................................................................................. 54
8.5 Performance Security Form ............................................................................................. 55
8.6 Bank Guarantee For Advance Payment Form ................................................................. 56
8.7 Self -Declaration Form .................................................................................................... Error! Bookmark not defined.
8.9 Manufacturer’s Authorization Form .................................................................................. 57
8.10 Letter of Notification of Award ....................................................................................... 59
8.11 Qualification Information Form ....................................................................................... 60
8.1 FORM OF TENDER

Date:

Tender No.

To: Kenya Airports Authority,
P.O. Box 19001,
Nairobi – 00501,
Kenya.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ...................... [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ................................................................. [Insert tender description] in conformity with the said tender documents for the sum of ................................................................. [total tender price in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this __________________ day of __________________ 20_________


[Signature] [In the capacity of]

Duly authorized to sign tender for an on behalf of ________________________________
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<table>
<thead>
<tr>
<th>Part 1 – General:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>Location of business premises</td>
</tr>
<tr>
<td>Plot No. Street/Road</td>
</tr>
<tr>
<td>Postal Address Tel No., Fax</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Nature of Business</td>
</tr>
<tr>
<td>Registration Certificate No.</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Name of your bankers Branch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full Age</td>
</tr>
<tr>
<td>Nationality Country of origin</td>
</tr>
<tr>
<td>Citizenship details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name Nationality Citizenship Details Shares</td>
</tr>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c ) – Registered Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
</tbody>
</table>

|
State the nominal and issued capital of company-
Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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Note: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
Whereas ......................................................... [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated ............ [date of submission of tender] for the supply, installation and commissioning of ............................................ [name and/or description of the equipment]
(hereinafter called “the Tender”) ............................................................ KNOW ALL PEOPLE by these presents that WE .............................................. of ......................................................... having our registered office at .................... (hereinafter called “the Bank”), are bound unto .................... [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ....................................................... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this __________________ day of __________________ 20 ____________.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

________________
[Signature of the bank]
(Amend accordingly if provided by Insurance Company)
8.4 CONTRACT FORM

THIS AGREEMENT made the __________ day of __________ 20 ________ between

______________________________ [name of Procurement entity] of __________ [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and ______________________ [name of tenderer] of __________ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ______ the ________________ (for the Procuring entity)

Signed, sealed, delivered by ______ the ________________ (for the tenderer in the presence of ______________________

(Amend accordingly if provided by Insurance Company)
8.5 PERFORMANCE SECURITY FORM

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

8.6 WHEREAS ............................................ [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated …../…./20……

PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER
(hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the ______ day of ______ 20______

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]
8.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Airports Authority
P.O. Box 19001
Nairobi – 00501 Kenya

PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

______________________________
[name of bank or financial institution]

______________________________
[address]

______________________________
[date]
8.8 SELF-DECLARATION FORM

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)……………………………………………………………………………………………………………………………………
declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.
In the event the above is contravened we accept that the following to apply-
   a) The person shall be disqualified from entering into a contract for the procurement; or
   b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
   c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have

Name……………………Signature………………………………Date………………………….. Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name……………………Signature………………………………Date………………………….. Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

Name……………………Signature………………………………Date………………………….. Company Seal/Business Stamp
8.9 MANUFACTURER’S AUTHORIZATION FORM

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

WHEREAS ………………………………………………………… [Name of the manufacturer] who are established and reputable manufacturers of ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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8.10 LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To:___________________

___________________

___________________

RE: Tender No. ……………………..

Tender Name: **PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER**

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
8.11 QUALIFICATION INFORMATION FORM

Individual Tenderers or Individual Members of Joint Ventures

1. Constitution or legal status of tenderer ..........................................................
   (attach copy or Incorporation Certificate)

2. Place of registration: .................................................................................

4. Principal place of business: ........................................................................

5. Power of attorney of signatory of tender: ...................................................
   (attach duly signed copy of power of attorney)

6. Confidential business questionnaire: .............................................................
   (attach duly signed confidential business questionnaire, Form 8.2)

7. Total annual volume of service and maintenance work performed in the last five years:
   (attach audited accounts for the years 2010, 2009 and 2008)

<table>
<thead>
<tr>
<th>Year</th>
<th>Currency</th>
<th>Volume</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2015</td>
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<td></td>
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<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Volume</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average annual Volume</td>
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</tbody>
</table>

Work performed in PROVISION OF MAINTENANCE SERVICES FOR THE KAA PRIMARY DATA CENTER

over the last five years. Also list details of work under way or committed, including completion date.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of Client and contact Person</th>
<th>Description of work</th>
<th>Value of work</th>
<th>Contract Duration</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>Name of Client and contact Person</td>
<td>Description of work</td>
<td>Value of work</td>
<td>Contract Duration</td>
<td>Completion Date</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
</tbody>
</table>

8. Qualifications and experience of key personnel proposed for administration and execution of the Contract: .............................................................

*(Attach CV’s of key personnel)*

**Table 3: Key Personnel**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Key Personnel</th>
<th>Years of experience</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team Member 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<td></td>
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<tr>
<td>3.</td>
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<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5. Etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. ...........................................................

*(List below and attach copies of supportive documents)*

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

10. Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

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

11. Manufacturer’s authorization: .................................................................

*(attach manufacturer’s authorization letter, Form 8.8)*

...................................................................................................................................................
...................................................................................................................................................
...................................................................................................................................................
...................................................................................................................................................
12. Statement(s) of compliance with the requirements of all clauses of the Instructions to Tenderers.

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Note: The information listed in 1, 2, 3, 6, 7, 8 and 9 above shall be provided for each partner of the joint venture.
## APPENDIX 1 – ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Stands For</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCI</td>
<td>Business Continuity Institute</td>
</tr>
<tr>
<td>VMCE</td>
<td>Veeam Certified Engineer</td>
</tr>
<tr>
<td>IDCA</td>
<td>International Data Center Authority</td>
</tr>
<tr>
<td>VDCVp</td>
<td>VMware Datacenter Virtualization Professional</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>VDCVA</td>
<td>VMware Datacenter Virtualization Associate</td>
</tr>
<tr>
<td>EIA</td>
<td>Eldoret International Airport</td>
</tr>
<tr>
<td>ERP</td>
<td>Enterprise Resource Planning</td>
</tr>
<tr>
<td>ESD</td>
<td>Electronic Signature Device</td>
</tr>
<tr>
<td>ETR</td>
<td>Electronic Tax Register</td>
</tr>
<tr>
<td>FIDS</td>
<td>Flight Information Display System</td>
</tr>
<tr>
<td>HP</td>
<td>Hewlett Packard</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>ISA</td>
<td>Internet Security Acceleration</td>
</tr>
<tr>
<td>JKIA</td>
<td>Jomo Kenyatta International Airport</td>
</tr>
<tr>
<td>KAA HQS</td>
<td>Kenya Airports Authority Headquarters</td>
</tr>
<tr>
<td>KAA</td>
<td>Kenya Airports Authority</td>
</tr>
<tr>
<td>KSM</td>
<td>Kisumu Airport</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>LCD</td>
<td>Liquid Crystal Display</td>
</tr>
<tr>
<td>LOKI</td>
<td>Lokichoggio</td>
</tr>
<tr>
<td>LPO</td>
<td>Local Purchase Order</td>
</tr>
<tr>
<td>MCP</td>
<td>Microsoft Certified Professional</td>
</tr>
<tr>
<td>MCSE</td>
<td>Microsoft Certified Systems Engineer</td>
</tr>
<tr>
<td>MIA</td>
<td>Moi International Airport</td>
</tr>
<tr>
<td>MLD</td>
<td>Malindi Airport</td>
</tr>
<tr>
<td>PC</td>
<td>Personal Computer</td>
</tr>
<tr>
<td>QTY</td>
<td>Quantity</td>
</tr>
<tr>
<td>SCCM</td>
<td>System Control Configuration Manager</td>
</tr>
<tr>
<td>SCOM</td>
<td>System Centre Operations Manager</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>WAP</td>
<td>Wilson Airport</td>
</tr>
<tr>
<td>WAP</td>
<td>Wilson Airport</td>
</tr>
</tbody>
</table>