



**SUPPLY, INSTALLATION OF SPARES & RESTORATION OF
DEPARTURE 1 BELT LINE 1 AT TERMINAL 1C FOR JOMO
KENYATTA INTERNATIONAL AIRPORT**

CAA/OT/JKIA/0041/2019-2020

NOVEMBER 2019

**AIRPORT MANAGER (JKIA)
KENYA AIRPORTS AUTHORITY
P.O BOX 19087-00501
NAIROBI**

**MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY
P.O BOX 19001-00501
NAIROBI**

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SECTION 1

INVITATION TO TENDERERS

Tender No: KAA/OT/JKIA/0041/2019-2020

DATE; 19TH NOVEMBER 2019

Tender Name: SUPPLY, INSTALLATION OF SPARES & RESTORATION OF DEPARTURE 1 BELT LINE 1 AT TERMINAL 1C FOR JOMO KENYATTA INTERNATIONAL AIRPORT

- 1.1 Kenya Airports Authority invites sealed tenders for Supply, Installation of Spares & Restoration of Departure 1 Belt Line 1 at Terminal 1C for Jomo Kenyatta International Airport
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at procurement office located at **2nd floor, KAA HQs Complex Building, Airport North Road, Embakasi** during normal working hours.
- 1.3 A complete set of Tender documents can be able to download from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal>, https://kaa.go.ke/corporate/procurement_or or www.kaa.go.ke Public or Procurement Information Portal at www.ppip.go.ke free of charge.
- 1.4 Upon accessing the tender documents, the bidders shall respond to the tender online using the link, <https://suppliers.kaa.go.ke/irj/portal>. If the bidder is not in KAA system and therefore does not have login credentials the bidder should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 3 days before tender closing date. All prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- 1.5 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Cfolder under technical Rfx Response). A step by step manual is available for downloading using the link <https://www.kaa.go.ke/wp-content/uploads/2018/04/KAA-RFX-QUOTATION-ONLINE-RESPONSE-MANUAL.pdf>
- 1.6 The tender shall be submitted online on or before **4th December 2019 at 11.00 am**. Late bids shall be rejected.
- 1.7 Tenders will be opened online immediately thereafter in the presence of the candidates or their representative who choose to attend at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building
- 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**

- 1.9 Canvassing for the tender by the tenderers or by proxy shall lead to automatic disqualification of the tender.

GENERAL MANAGER (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR/CEO

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

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

GENERAL

1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb **“tender”** shall be read and construed to mean the corresponding form of the verb **“bid.”**
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
 - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
 - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

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

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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

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

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

4. Site Visit

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

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

TENDER DOCUMENTS

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
- a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements
 - g. Form of Performance Security
 - h. Form of Agreement
 - i. Form of Advance payment Bank Guarantee
 - j. Schedules of Supplementary Information
 - k. General Conditions of Contract – Part I
 - l. Conditions of Particular Application – Part II
 - m. Specifications
 - n. Bills of Quantities
 - o. Drawings
 - p. Declaration Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6. Inquiries by tenderers

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

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

10. Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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

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

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

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

- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

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

- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity: or
 - (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
 - (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

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

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

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

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

15. Pre-Tender Meeting

- 15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable

at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

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

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. The person or persons signing the tender shall initial all pages of the tender where amendments have been made.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before **4th December 2019 at 11.00 am**
- 17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

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

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening

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

- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and

the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.
27. Preference where allowed in the evaluation of tenders shall not exceed 15%

AWARD OF CONTRACT

28 Award criteria

- 28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

29. Notification of Award and signing of contract

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called “Letter of Acceptance”) shall name the sum(hereinafter and in all Contract documents called “the Contract Price”) which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tender s have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 29.6 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

30. Performance Guarantee

- 30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer’s option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The

guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31. Corrupt and fraudulent practices.

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

SECTION III

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following appendix to instructions to tenders shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

CLAUSE

13 Tender Security

Amount of Tender Security is **Kshs.120, 000.00(One Twenty Thousand)**.The tender security should be valid for 150 days from the date of tender opening.

16 (i)The name and address of the Employer for the purposes of submission of tenders is

MANAGING DIRECTOR/CEO,
KENYA AIRPORTS AUTHORITY,
P.O BOX19001-00501.
NAIROBI
KENYA
Email: tenders@kaa.go.ke
Telephone: +254(0)206611000

The tenders shall be submitted online as provided in the Invitation to Tenderers

(iii) The name of the proposed Works and where available the Contract Number is SUPPLY, INSTALLATION OF SPARES & RESTORATION OF DEPARTURE 1 BELT LINE AT TERMINAL 1C FOR JOMO KENYATTA INTERNATIONAL AIRPORTS.

Tender No: KAA/OT/JKIA/0041/2019-2020

(iii) The tender opening date and time: **4th December 2019 at 11.00 am.**

29. Performance Guarantee

The amount of Performance Security is 10% the total contract price.

EVALUATION CRITERIA

The following evaluation criteria **shall** be applied for this tender:

1. Mandatory Requirements

No	Requirement	Compliance
1	Dully filled and signed Form of tender valid for 120 days from the date of tender opening	Must meet
2	Dully filled Confidential Business Questionnaire	Must meet
3	Tender surety(bid bond) of KES 120,000.00 valid for 150 days from tender opening from a reputable local bank or insurance firm as prescribed by the PPRA	Must meet
4	Dully filled self-declaration form	Must meet
5	Valid Tax Compliance certificate	Must meet
6	Valid Company Registration certificate/Incorporation	Must meet
7	Signed certificates of tenderer's visit to the site	Must meet
8	Copy of valid registration certificate issued by NCA category NCA7 or higher. The registration certificate must be accompanied by a valid NCA practicing license.	Must meet
9	Copy of Weights and Measure Workshop Approval Certificate	Must meet
10	<p>Copies of the following documents as proof of access to liquid assets of not less than 3 million or capacity to have a minimum cash flow of the same amount. This shall be evidenced by</p> <ol style="list-style-type: none"> 1. Letter of line of credit from approved financial institution specific to this tender and indicating the amount available or , 2. Overdraft facility from a commercial bank specifically for this tender and indicating the amount to be availed or, 3. Current bank statements for the last six months or 4. A combination of the above 	Must meet
11	Copy of valid business permit with license Number	
12 (a)	Copy of CR12 from the Registrar of Companies. This requirement is not applicable to sole proprietorship and partnership.	Must meet
12 (b)	Where one or more of the shareholder is a company (Beneficial ownership) The CR12 of such a company shall be provided before execution of the contract.	
13	Serialization of tender document from first to the last page including the attachment (s).	Must Meet

Failure to meet any of the above mandatory criteria will result into automatic disqualification and the bidder shall not be eligible for technical or financial evaluation.

2. Technical Requirement (TR)

<u>No</u>	Requirements	Responsive(Yes) or Non-responsive(No)
<u>1</u>	<p>Past Relevant experience in Repairs and maintenance services for Baggage Handling Systems or similar automated mechanical works which has been done within the last five years (2015 to 2019) -with a minimum of two project in similar nature of works. Bidders to attach a copy of LPO/LSO or contract copies or interim certificate of 70% work completion as their evidence.</p> <p>Experience in supply, installations, programming and calibration of Weighing scales. Attach 2No LPO/LSO or 2No completion certificates.</p>	Yes/No
<u>2</u>	<p>Must have qualified personnel, with relevant work experience (attach CVs and copies of technical/professional certificate from recognized institutions of higher learning).</p> <p>a) Project Manager-Academic Qualification: -BSC in Mechanical Engineering or in a related field and with not less than 5 years of experience , -Registered by Engineering Board of Kenya (EBK) -with specific experience in assembly and diagnosis of automated processes.</p> <p>b) 1No Diploma in Instrumentation & Control Technician with below expertise: I. Extensive skills & experience in automation, Programmable Logic Controls systems, and diagnosis of modular robotics and with a minimum of 5 years or more experience. II. Certification in Siemens and Schneider PLC(Unity version) or any approved equivalent attach at least one software training certificate</p> <p>c) 1No Diploma in Electrical Technician with valid repair certificate class 3 from Kenya Weights and Measures Department (attach certificate and detailed CVs</p>	Yes/no
<u>3</u>	Bidders to be compliant to all the technical specifications as indicated in section V below. Where they do not meet the exact qualifications, the alternative must be stated.	Yes/No

Failure to meet any of the above Technical requirement will result into automatic disqualification and the bidder shall not be eligible for financial evaluation.

3. Financial evaluation criteria

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

Note:

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

SECTION IV

CONDITIONS OF CONTRACT PART I – GENERAL CONDITIONS

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

PREAMBLE TO GENERAL CONDITIONS

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

Commencement Date (Sub-clause 1.1.1.(I))

The date for commencement of the Works is 2 (TWO) weeks after contract signing.

The Employer (Sub-clause 1.1.12.)

The Employer is KENYA AIRPORTS AUTHORITY

The Engineer (Sub-clause 1.1.15)

The Engineer is AIRPORT ENGINEER

Time for Completion (Sub-clause 1.1.35.)

The Time for Completion is _____ 12 (TWELVE) WEEKS__ from the commencement Date.

Ruling Language (Sub-clause 5.1.)

The version in _____ ENGLISH _____ language (ruling language) shall prevail.

Day to Day Communications (Sub-clause 5.2.)

The language for day-to-day communications is ENGLISH

Programme to be Furnished (Sub-clause 12.1.)

The Program of work must be submitted in the form of GANTT CHART

Electricity, Water, Gas and Other Services (Sub-clause 14.3.)

Supplies on the Site are:

- a. Electricity

- b. Water
- c. Storage space

Employer's Equipment (Sub-clause 14.4.)

The following Employer's equipment is available for use by the Contractor under the Employer's operation:
NONE

Working Hours (Sub-clause 18.3.)

The normal working hours are 8:00am to 5:00pm on official working days-Communication to be made officially in writing to the Airport Manager incase the Contractor wish to work past the official working Hours or over the weekend.

Terms of Payment (Sub-clause 33.1.)

In addition to the provisions under Clause 33, the terms of payment shall be:
100% upon completion of work, handover to the Authority and after successive inspection and Acceptance committee and the user department.

Payment in Foreign Currencies (Sub-clause 35.1.)

Payment in foreign currencies shall be arranged as follows: **NONE**: Payment shall be made in Kenya Shillings

Rates of Exchange (Sub-clause 53.3.)

The rates of exchange for the purpose of the Contract are:
NONE

Payment against Provisional Sums (Sub-clause 36.4. (b))

The percentage to be applied to Provisional Sums shall be NOT APPLICABLE

Notices to Employer and Engineer (Sub-clause 49.2.)

The address of the Employer for notices is:

THE AIRPORT MANAGER ,JKIA
P.O BOX 19087-00501
NAIROBI
Email:tenders@kaa.go.ke

The address of the Engineer for notices is:

AIRPORT ENGINEER
JOMO KENYATTA INTERNATIONAL AIRPORT
P.O BOX 19087-00501
NAIROBI

Applicable Law (Sub-clause 51.1.)

The applicable law is _____KENYAN_____ law.

Procedural Law for Arbitration (Sub-clause 51.2)

The procedural law for arbitration is THE LAW OF KENYA.

Language and Place of Arbitration (Sub-clause 51.3)

The language of arbitration is **ENGLISH** language.

The place of arbitration is NAIROBI

PART II SPECIAL CONDITIONS

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

2.0 Defects Liability Period (Sub-clause 1.1.11.)

The Defects Liability Period is 12 MONTHS after completion and Handover.

3.0 Engineer's Duties (Sub-clause 2.1.)

The Engineer requires the consent of the Employer before exercising the following duties:

- a) Review of the works
- b) Changes of Work execution timeline
- c) Supervision and execution of the work as per the BOQ.

4.0 Operation and Maintenance Manuals (Sub-clause 6.6.)

Operation and Maintenance Manuals shall be in English language.

6.0 General Obligations (Sub-clause 8.1.)

6.1 The following facilities will be provided by the Employer: ELECTRICITY

6.2 The facilities will be provided at the following rates: NONE

7.0 Performance Security (Sub-clause 10.1)

The Contractor shall obtain a Performance Security of 10% of the contract price.

8.0 Contractor Equipment (Sub-clause 14.1)

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use:

NONE

10.0 Extension of Defects Liability Period (Sub-clause 30.4)

In the event of suspension, the Defects Liability Period shall not last more than 12 MONTHS days after the date the Plant would have been delivered but for the suspension.

11.0 Method of Application (Sub-clause 33.2)

Application for payment shall be made as follows:

100% upon completion of work, handover to the Authority and after successive inspection and Acceptance by a committee and the user department.

12.0 Payment (Sub-clause 33.5.)

11.1 The period for payment shall be:
PERIOD OF PAYMENT WILL BE 30 WORKING DAYS

11.2 The place for payment shall be:
NAIROBI THROUGH BANK TRANSFER MODE.

15.0 Customs and Import Duties (Sub-clause 48.1.)

The Contractor shall pay and be reimbursed by the Employer for the following customs, import duties and taxes in consequence of the importation of the Plant:

DDP INCOTERMS TO APPLY FOR SUPPLY OF SPARES

16.0 Arbitration (Sub-clause 50.2)

The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

SECTION V:

SPECIFICATIONS FOR THE SPARES

S/No & model	Item description & ratings	QTY	Compliance
SA47/TDT80K4	Sew motor drive unit for TB1, RPM 1360/42, 3phase Nm101	1	Must meet
SN 020554641.1.02.02005 Model no:SA72DT100LS4BM/HR	Sew motor drive unit for TB 2, 2.2Kw, RPM 1400/32	1	Must meet
SN 05.550533845120001.00 Model No:SA72DT100LS4	Sew motor drive unit for TB3, 2.2Kw/S1, 3phase, Nm 535, RPM 1400/32	1	Must meet
SN 05.506384505.0004.00 Model No:SA57/TD TT90S4	Sew motor drive for collector belt, RPM 1400/37	1	Must meet
Model No:SA72DT100LS4BM/HR	Climbing belt sew motor drive unit for TB4, 2.2Kw/S1, RPM 1400/32	1	Must meet
SN INA GG ASE 07-E	Plumber block and bearing	4	Must meet
FEMA Type	Luggage weighing display units complete with PCB and load cell sensors, Load Min-2Kg, load Max-100Kg	7	Must meet
SKF 6004-2RSH/C3	SKF bearings complete with housing	5	Must meet
SKF FYTF 507	Flange bearings	20	Must meet
SKF FYM510	Bearing with housing	6	Must meet
SKF 505M	Flange bearings	6	Must meet
Telemecanique	24VDC Photoelectric sensors complete with reflectors	10	Must meet
Limit switches	Shutter doors limit switches	2	Switches program must be synchronal with the PLC program
1No Power control panel from Specialised Power Systems	The control panel to be inclusive of 14No contactors, 2No relays for shutter door opening and closing, Schneider PLC control hardware, Power Module(VDC) for the PLC MODULE and the panel to have an option for manual/maintenance and auto mode pushbuttons.	sum	Contractor to attach drawings of the power control panel.

SECTION VI:

BILLS OF QUANTITIES

S/No	Item description	UOM	Quantity	Rate	Cost
1	Mobilize for all required tools transport all required equipment to carry out the works including, PLC programming diagnostic toolkit, welding machine ,angle grinding machine, multimeter, clamp meter, hand drilling machine and other appropriate tools	item	sum		
2	Supply and install shutter door limit switches and recondition shutter door. Also replace shutter door curtain	item	sum		
3	Supply and install 24VDC photoelectric sensors complete with reflectors	EA	10		
4	Supply and install the following SKF Bearings or approved equivalent				
a	Supply and install SKF FYTF 507 flange bearings or approved equivalent	EA	20		
b	Supply and install SKF flange bearings SKF 505M bearings complete with housing or approved equivalent	EA	6		
c	Supply and Replace SKF FYM510 complete with housing or approved equivalent	EA	6		
d	Supply and Replace Plummer block and bearing (INA GG ASE 07-E)	EA	4		
e	Supply and Replace SKF 6004-2RSH/C3 complete with housing or approved equivalent	EA	4		
5	Supply and install keyed emergency stop buttons, status buttons, start buttons for injection and transport belts ,two position key switches for 8No counters. Also supply and install emergency stop switches for carousel and basement and restore safety circuit functionality	item	sum		
6	Replace power cables 4 core flexible 1.5mmsq	LM	650		

S/No	Item description	UOM	Quantity	Rate	Cost
7	Supply 12 core 1.5mmsq communication signal cable	LM	650		
8	Fabricate and Replace framework, base plate and side plate, end and drive rollers and vertical supports for feeder transport belt2 (1050x3300mm)	item	sum		
9	Supply and install the following different types of Motors and drive units				
a	Supply and Replace TB1 0.55kw/S1, sew drive unit.SA47/TDT80K4 Rpm1360/42,3Phase ,Nm 101	EA	1		
b	Supply and Replace sew drive unit for TB 2 ,2.2Kw ,SA72DT100LS4BM/HR No .020554641.1.02.02005,rpm1400/32	EA	1		
c	Supply and Replace TB3,2.2kw /S1 drive unit 3 phase motor1400/32 rpm Type SA72DT100LS4,three phase Nm535 ,No.05.550533845120001.00	EA	1		
d	Supply and Replace collector drive unit 1.1Kw,sew 1400/37 type SA57/TDTT90S4 ,No 05.506384505.0004.00	EA	1		
e	Replace climbing belt drive unit 2.2kw/S1 ,1400/32 SA72DT100LS4BM/HR sew usocome for TB4	EA	1		
10	Replace 7No counter platforms with 1 inch one sided laminated block board of sizes(1400x1250mm)	EA	7		
11	Service existing drive units for transport belts	EA	6		
12	Supply and install cable lugs ,cable ties fasteners and cable glands	item	sum		
13	Service control panel and provide for Supply and installation faulty breakers ,relays and starters on the control panels	item	sum		
14	Replace cable trucking and carry out proper cable management	LM	30		
15	Serialize, remove and replace burnt signal and power cables	item	sum		
16	Carry out programming of belt station to enable synchronization of actuator and sensor interface	item	sum		

S/No	Item description	UOM	Quantity	Rate	Cost
17	Replace control panel cooling fan and isolator switch	item	sum		
18	Supply and install cable marshalling boxes (400x300x300) complete with terminal strips	item	sum		
19	Carry out reconditioning involving rebuilding of end rollers	EA	14		
20	Prepare surfaces and Spray paint the 8No check-in counters with one coat of primer and two coats of fast drying first grade gloss paint as per existing colour. Carry out repairs on counters to recondition faulty drawers	SM	68		
21	Also Supply and Replace power 14No twin sockets complete and 14No single sockets at the counters for powering Displays and computers	Item	sum		
22	Supply and install, and perform programming and calibration of 7No FEMA or similar type weighing scale display units complete with printed circuit board. (Minimum load 2kg and max load 100kg with error deviation of 0.1kg).This include supply for 7 N0 load cells. The contractor to adhere to statutory required standards for calibrations for the weighing scales	EA	7		
23	Carry out tracking of belts and replace 4No.worn out bearing mounting brackets	item	sum		
24	Spray paint all conveyor side plate parts to match	SM	40		
25	Test running, commissioning and labour component	item	sum		
26	Painting (furnishing) work for the overhead wooden ceiling	M ²	200		
27	Reconditioning of damaged tiles	sum	sum		
	Sub total				
	Add 16% Vat				
	Total costs				

SECTION VII

STANDARD FORMS

- (i) Form of Tender
- (iii) Appendix to Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee (unconditional)
- (viii) Bank Guarantee for Advance Payment
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors
- (xvi) Certificate of Tenderer's Site visit

FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until **120** days, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

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

Witness; Name _____

Address _____

Signature _____

Date _____

APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security (Bank Guarantee only)		Kshs
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	10 percent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than 12 days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than ___ days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs.NIL.
Period for commencement, from the Engineer's order to commence	41.1	Two (2) weeks days
Time for completion	43.1	12 weeks
Amount of liquidated damages	47.1	N/A
Limit of liquidated damages	47.1	N/A
Defect Liability period	49.1	12 Months
Percentage of Retention	60.5	10% of Interim Payment Certificate
Limit of Retention Money	60.5	N/A
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	30 days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: Managing Director/CEO, Kenya Airports Authority , P.O.Box 1900-00501 <u>NAIROBI</u> The Engineer's address is: Airport Engineer, Kenya Airports Authority P.O.Bo19087-00501 <u>NAIROBI</u>

Signature of Tender.....Date.....

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the Contract Price
of Kshs. _____ [amount in figures][Kenya
Shillings _____ (amount in words)] in accordance with the Instructions to
Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Employer”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - (c) rejects a correction of an arithmetic error in the tender.

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

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

_____ <i>[date]</i>	_____ <i>[signature of the Bank]</i>
_____ <i>[witness]</i>	_____ <i>[seal]</i>

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____
Address: _____
Signature: _____
Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Tenderer's email address

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.

2.

3.

4.

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

* Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

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

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

(Figures)..... (Words).....

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

Maximum foreign currency requirement shall be _____(percent) of
the Contract Sum, less Fluctuations.

(Signature of Tenderer)

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that,

M/s

(Name of Firm Tendering)

.....

(Name of Tenderer or his representative),

In the company of,

.....

(Name of Clients representative conducting the visit) **KENYA AIRPORTS AUTHORITY (KAA)**

Visited the site in connection with Tender for

SUPPLY, INSTALLATION OF SPARES & RESTORATION OF DEPARTURE 1BELT LINE 1 AT TERMINAL 1C FOR JKIA

- a. Having previously studied the tender document, I carefully examined the site.
- a. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
- b. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.
- c. I also confirm to abide by the condition of award stated on special condition of contract clause 4.6

Signed.....

(Tenderer or his representative)

Witnessed.....

(Signature of KAA representative)

Date.....

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary