



TENDER DOCUMENT

SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF AIRPORT EMERGENCY CRASH ALARM AT ELDORET INTERNATIONAL AIRPORT

TENDER No. KAA/OT/EIA/0068/2019-2020

MARCH 2020

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SECTION I: INVITATION TO TENDER

TENDER NO: KAA/OT/EIA/0068/2019-2020

DATE: 3rd March 2020

TENDER NAME: SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF AIRPORT EMERGENCY CRASH ALARM SYSTEM AT ELDORET INTERNATIONAL AIRPORT.

- I.1 Kenya Airports Authority invites you to submit sealed bid online for the **Supply, Installation, Commissioning and Maintenance of Airport Emergency Crash Alarm System at Eldoret International Airport.****
- I.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.
- I.3 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal>.
- I.4 Upon accessing the tender documents, interested bidders shall response to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>. For interested bidders who are not in KAA system and therefore does not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 10 days before tender closing date.
- I.5 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.
- I.6 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>

The tender shall be submitted online on or before **18th March 2020 at 11.00 am**. Late bids shall be rejected.

- 1.6 Tenders will be opened online 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 Pre-bid meeting will be held on 11th March, 2020 at 10.00am at Eldoret International Airport - Eldoret.
- 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.

**GENERAL MANAGER,
PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed N/A

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

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

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

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the

invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

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

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

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderer

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

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

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

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

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

2.14.8 The tender security may be forfeited:

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

2.15 Validity of Tenders

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

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph

2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE” **18th March 2020 at 11.00 am.**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **18th March 2020 at 11.00 am**.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, immediately after **18th March 2020 at 11.00 am** and in the following location. Conference Room on 1st floor KAA

Headquarters Building JKIA Nairobi. The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

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

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

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

- (a) delivery and installation schedule offered in the tender;

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

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

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

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

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

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

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-Qualification

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award,

without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

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

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.1 APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.2	<p>Tenderers Eligibility and Qualifications Eligible tenderers are citizen contractors.</p>
2.3	<p>The tender document can be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Procurement Information Portal at www.tender.go.ke free of charge</p>
2.5	<p>Clarification of Documents The address for the purpose of clarification of tender document is as follows: General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 -00501, Nairobi Kenya Email: tenders@kaa.go.ke</p> <p>The Procuring entity will respond in writing to any request for clarification of the tender document, which it receives not later than three (3) days prior to the deadline for the submission of tender, prescribed by the procuring entity.</p>
2.11	<p>Tender Currencies</p> <ol style="list-style-type: none"> a. Tender price may be quoted in Kenya Shillings or in any freely convertible currency. b. Price for maintenance services shall be quoted in Kenya shillings only. c. All prices shall be quoted both in figures and in words.

2.14	<p>Tender Security Tender security shall be Kenya Shillings One Hundred Thousands Kshs.100,000. It shall be in any of the following forms:</p> <ol style="list-style-type: none"> a. Cash or banker’s cheques b. A bank guarantee c. Insurance guarantee (must have printed policy number on it) from Insurance Companies approved by the Public Procurement Regulatory Authority, d. Letter of credit. e. The Tender Security shall not be less than one hundred and twenty (150) days from tender opening date. <p>The original tender security shall be delivered physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters before the closing/opening date. A copy of the tender security shall be submitted online with the tender document.</p>
2.15	<p>Tender validity Tenderers shall remain valid for 120 days</p>
2.16 & 2.17	<p>Format and Signing of Tender The tender shall be submitted online. Completed Tender documents and its attachments shall be submitted online before the closing date. All the relevant submission documents must be attached on the login screen (Technical response on Cfolder under technical Rfx Response and financial response on price submission screen)</p>
2.18	<p>Deadline for Submission of Tenders The deadline for submission of bids shall be on 18th March 2020 at 11.00 am</p>
2.22 & 2.24	<p>Evaluation shall involve Preliminary, Technical and Financial</p>
2.29.1	<p>Performance Security</p>

	<p>The amount of performance security shall be: Ten (10) per cent of the Contract Price and shall be either in the form of:</p> <ol style="list-style-type: none"> Cash Bank guarantee - from acceptable and approved by locally based Kenyan financial institutions Insurance (must have printed policy number on it) from Insurance Companies approved by the Public Procurement Regulatory Authority or Letter of credit - from acceptable and approved by locally based Kenyan financial institutions
2.24	<ol style="list-style-type: none"> The bid evaluation will take into account technical factors in addition to cost factors. Bidders must conform to the specific Technical Requirements
2.24.7	Preference: No preferences

2.2 EVALUATION CRITERIA

STAGE I – Preliminary/Mandatory Evaluation and Responsiveness

No.	Particulars	Must Meet
1.1	A valid KRA tax compliance certificate that shall be valid at the time of tender opening. (In case of a joint venture, all parties must submit).	Must Meet
1.2	Copy of Company's Certificate of Registration/Incorporation of the tenderer (<i>in case of a joint venture, all parties must submit</i>).	Must Meet
1.3	<p>Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status.</p> <p>Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and</p>	Must Meet

	partnerships registered under Business Names. (In case of a joint venture, all parties must submit).	
I.4	Duly Filled & Signed Form of Tender in the format provided in the tender document.	Must
I.5	Duly filled Confidential Business Questionnaire. Provide details of Company's Director's and attach copies of their national identification cards or valid passports)	Must
I.6	Duly completed self-declaration form in the format provided (in case of a joint venture, all parties must submit).	Must
I.7	Bidders will be required to submit an original tender security of Kshs.100, 000/- (One Hundred Thousand Kenya Shillings Only) [valid to expire not earlier than 150 days] The original tender security shall be delivered physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters before the closing/opening date. A copy of the tender security shall be submitted online with the tender document.	Must Meet
I.8	Submission of a valid registration certificate issued by the National Construction Authority (NCA) for category NCA5 or above in Telecommunications.	Must Meet
I.9	Manufacturer's Authorization on in the format provided in the tender document.	Must Meet
I.10	Certificate of Site Visit Signed by an authorized KAA representative.	Must Meet
I.11	Copy of valid business permit.	Must Meet

NB: Bidders who do not meet any of the above requirements will be disqualified and not evaluated further

STAGE 2 - Technical Evaluation and Responsiveness

No.	Particulars	
2.1	Qualification and Experience Of Key Personnel	
2.1.1	<p>Technical Project Manager (1 person).</p> <p>a. Holder of Degree in IT/Electrical/Electronic Engineering with a minimum of five (5) years' experience managing similar projects;</p> <p>b. Provide copies of academic certificates and Curriculum Vitae.</p>	Must Meet
2.1.2	<p>Systems Engineers/Installers (2 persons)</p> <p>a. Holder of a minimum Diploma or Degree in IT/Electrical/Electronic/Telecom Engineering with a minimum of five (5) years' experience in IT/Telecommunication Installation and Training.</p> <p>b. Copies of academic certificates and Curriculum Vitae.</p>	Must Meet
2.2	Tenderer's capacity and Experiences	
2.2.1	<p>Bidder or its Manufacturer (Original Equipment Manufacturer, OEM) must have completed three (3) successful contracts involving the development, installation, and provision of technical support for Emergency Crash Alert/Alarm System of similar functional/technical characteristics and of a comparable scale during the last Eight (8) years in a civil Airport from the date of this bid with an average value of Kenya Shillings Seven Million (7,000,000.00).</p> <p>Documents to this effect must be enclosed in support of the same such as:</p> <p>a. Local Purchase order</p> <p>b. Practical Completion Certificate or letter from client confirming project completion, or</p> <p>c. Duly signed Contract between the bidder and a client.</p>	Must Meet
2.2.2	<p>The Bidder or its OEM shall have a minimum of 5 years' experience in the business of manufacturing and maintaining Emergency Crash Alert/Alarm Systems. Documents to this effect must be enclosed in support of the same such as:</p>	Must Meet

	<ul style="list-style-type: none"> a. Executed contract within the last five Years b. Award Letters c. Local Purchase Orders issued within the last five Years d. Interim completion certificate up to 70% completions. e. Reference letters from clients 	
2.3	Financial Position and Capability	
2.3.1	<p>Tenderer's capacity to have cash flow amount of minimum Kenya Shillings Six Million (Kshs.6,000,000). Documents to this effect must be enclosed in support of the same such as:</p> <ul style="list-style-type: none"> a. Letter of line of credit from approved financial institution specific to this project and indicating the amount available or b. Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed or c. Current bank statement for the last three months (as in 2.3.1 above) or d. A combination of the above. <p>In case of joint venture all parties combined must meet requirement</p>	Must Meet
2.4	Standardization	
2.4.1	Bidders shall provide Manufacturers Valid and current ISO 9001 Certificates	Must Meet
2.5	Technical Literature, Manufacturer's drawings & Brochures	Must Meet
2.5.1	Bidders shall provide Supporting Documents / Brochures / Literature / user manual, catalogues and datasheets in English language, in support of technical specifications of offered Emergency Crash Alert/Alarm System	Must Meet
2.6	Spare parts and after sales service facilities	
2.6.1	The OEM shall provide a WRITTEN undertaking to provide technical support and spares for particular system up to next 10 years.	Must Meet
2.6.2	Tenderers must provide a list of items with service and spare parts back up. Documentary evidence and locations of such back up must be given	Must Meet

2.6.3	Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.	Must Meet
2.7	Methodology and Work plan	
2.7.1	Provide detailed Gantt chart format showing a. Task, duration and delay risk mitigation plans. b. Start Finish, late start late finish	Must Meet
2.7.2	Detailed Work Breakdown Structure	Must Meet
2.8	Post Warranty support	
2.8.1	Bidders shall provide a draft Service Level Agreement and proposed maintenance plan showing in detail their support infrastructure including address, contact phone no and email address in Kenya and modalities by which fast response to maintenance calls and minimum downtime will be guaranteed.	Must Meet
2.8.2	Bidder must have their support services available in Kenya. Stock of spares shall be available in Kenya to ensure uninterrupted functioning of the System as per the SLA conditions.	Must Meet

NB:

Bidders who do not meet any of the above requirements will be disqualified and shall not be evaluated further.

STAGE 3 - Financial Evaluation and Responsiveness

- 3.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.
- 3.2 The tenderer whose tender has been determined to be the lowest evaluated tender would be recommended for award upon completion of due diligence.
- 3.3 Bidders are hereby notified that due diligence shall be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
1. Cash
 2. Bank guarantee
 3. Such insurance guarantee approved by the Authority
 4. Letter of credit

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

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

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

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

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

3.17. Termination for convenience

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

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

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

3.20. Language and Law

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

3.21. Force Majeure

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

3.22 Notices

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

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p>Performance security The amount of performance security shall be: Ten (10) percent of the Contract Price and shall be in the form described in the <i>appendix to instruction to tenders.</i></p>
3.10.	<p>Delivery and Documents Delivery of this project shall be made on DDP Incoterms to Eldoret International Airport within a period of not more than Sixteen Weeks (16) weeks from the date of site handover.</p> <p>Documents to be submitted together with Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount shall include;</p> <ul style="list-style-type: none"> a. Copies of the packing list identifying contents of each package; b. Manufacturer's or Supplier's warranty certificate; c. Supplier's factory inspection report. d. Certificate of origin.
3.11	<p>Insurance</p> <ul style="list-style-type: none"> a. The tenderer shall take appropriate insurance against all risks to the goods from warehouse to the final destination as per the scope of works and specifications. b. The insurance cover shall be entered into with a locally incorporated insurance company and the contractor shall submit a certificate of the insurance cover before shipment.
3.12.1	<p>Payment: The payment shall be made as follows:</p> <ul style="list-style-type: none"> a) 40% payment on receiving, verifying and delivery of the equipment to Site. b) 50% on installation, testing and commissioning

	<p>c) 10% on Trainings and final Inspection and Acceptance Retention amount on every payment shall be 10% of the contract sum and shall be released at the end of one-year defects liability period.</p>
3.19	<p>Resolutions of disputes: In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>

SECTION V: TECHNICAL SPECIFICATION

5.1 GENERAL

- 5.1.1** These specifications describe the basic requirements for equipment. 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 specific 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. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 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

5.2PARTICULARS

5.2.1 Acronyms used in these Technical Requirements

Term	Explanation
CAA	Kenya Airports Authority
EIA	Eldoret International Airport
ARFF	Airport Rescue and Fire Fighting
ATC	Air Traffic Control
ATCT	Air Traffic Control Tower
QoS	Quality of Service
LAN	Local Area Network
SNMP	Simple Network Management Protocol
DHCP	Dynamic Host Configuration Protocol
NTP	Network Time Protocol
RTP	Real-time Transport Protocol
SIP	Session Initiation Protocol
IGMP	Internet Group Management Protocol
FXS	Foreign Exchange Subscriber
FXO	Foreign Exchange Office
VLAN	Virtual Local Area Network
VoIP	Voice over Internet Protocol
PBX	Private Branch Exchange System
TDM	Time Division Multiplexed
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
FXS	Foreign Exchange Subscriber
FXO	Foreign Exchange Office
AC	Alternating Current
Hz	Hertz (cycles per second)

5.2.2 Summary and Background

- A. KAA is currently accepting bids to deploy an Airport Emergency Crash Alert System at Eldoret International Airport (EIA) of the latest technology so as to further improve the emergency response services at EIA.

- B. The prompt and efficient response of a modern Aircraft Rescue and Firefighting (ARFF) service depends on the reliability of its communications and alarm systems.
- C. The deployment of a new VoIP technology is expected to enhance reliability and add features that are expected to reduce response times for ARFF personnel and relevant first responders.
- D. EIA is seeking a provider to utilize the latest technology to create a Crash Alert System that is scalable, easy to maintain, and incorporates user-friendly features.
- E. Implementations shall be carried out at Eldoret International Airport where the entry will be restricted and only pass holders shall be allowed to Airport Access. Hence, it will be the responsibility of the contractor to arrange entry passes for its staffs & vehicles including payment for issue of entry pass as applicable for which nothing extra will be paid by KAA.

5.2.3 System Description

- A. Airports must have procedures and equipment that, in the event of an actual or potential aircraft accident, alert Airport Rescue and Fire-Fighting (ARFF) personnel who must respond to specific staging points within a matter of minutes.
- B. Operation of a crash phone system shall be automatic and extremely simple which is important and appropriate for an emergency communications system.
- C. Personnel in the ATCT at the airport where the endangered aircraft is being controlled typically shall initiate the emergency crash call.
- D. By default, the ATCT controller shall simply pick up the phone handset and the other entire phones shall ring.
- E. After a few seconds to allow the parties to answer, the ATCT shall provide information necessary for the response: alert type, location, runways affected, aircraft type, number of passengers and crew on board, fuel levels, airline flight number, and estimated time of arrival if the aircraft is still inbound.
- F. The ARFF personnel will respond immediately by going to their designated staging position while the airport operations staff typically will repeat the particulars of the alert in a radio dispatch.

5.2.4 Scope of Work

- A. The scope of work shall include Design, Supply, Installation, Testing and Commissioning, Handing over and maintenance of airport emergency crash alarm/phone system at Eldoret International Airport.

- B. This project will use existing Airports-provided communication network to all endpoints. Existing LAN infrastructure, strobes, and speakers are intended to be used with the new system.
- C. The provider shall utilize the latest technology to create a Crash Alert System that is scalable, easy to maintain, and incorporates user-friendly features.

5.2.5 Submittals

- A. **Manufacturer's Product Data:** Bidders shall submit manufacturer's data sheets indicating systems and components proposed for use, including instruction manuals.
- B. **Shop Drawings:** Bidders shall Submit complete shop drawings including connection diagrams for interfacing equipment, list of connected equipment, and locations for major equipment components.
- C. **Record Drawings:** During construction, Bidders shall maintain record drawings indicating location of equipment and wiring. Electronic version of record drawings shall be submitted not later than Substantial Completion of the project.
- D. **Operation and Maintenance Data:** Bidders shall submit manufacturer's operation and maintenance data, customized to the system installed, including system and operator manuals.
- E. **Field Tests:** Bidders shall submit results of field-testing of every device including date, testing personnel, retesting date if applicable, and confirmation that every device passed field-testing.
- F. **Maintenance Service Agreement:** Bidders shall submit a sample copy of the manufacturer's maintenance service agreement, including cost and services for a one-year period for Owner's review. Maintenance shall include, but not be limited to; labor and materials to repair the system provide test and adjustments, and regular inspections.

5.2.6 Quality Assurance

- A. **Manufacturer:** Minimum Five years' experience in manufacturing and maintaining Emergency Crash Alarm System. Manufacturer shall provide toll-free technical assistance and support available 24/7.
- B. **Manufacturing Location:** Manufacturers shall provide details of location where equipment were assembled.
- C. **Installer:** Minimum three years' experience installing similar systems

5.2.7 Manufacturer Support

- A. Manufacturer shall provide customer service, pre-sales applications assistance, after-sales technical assistance, access to technical online support, and online training using Web conferencing.
- B. Manufacturer shall provide 24/7 technical assistance and support via a toll-free telephone number at no extra charge.

5.2.8 Schedule of Compliance

- A. Bidders shall provide a schedule of compliance listing every sub clause of the technical requirements, with the words “complied” or “not complied” in line with the capabilities of the quoted system.
- B. The use of the word “Noted” is inadequate and will be equated to “not complied”. Where a clause is stated to be “not complied”, but the Bidder feels that the capabilities of the system offered provide for an alternative but equally effective functionality, and then the Bidder can mention it. These clauses will be qualified by not complied with, but we offer an alternative. The Bidder shall provide enough documentation to back up their compliance claims. Reference to these documents shall be direct and specific.
- C. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender.
- D. In case of incomplete compliance statement or inadequate information, tenders shall be finalized based on the information available.
- E. It shall, therefore, be in the bidders’ interest to give complete and comprehensive technical particulars while submitting the bid.

5.2.9 Inspection of Site

- A. The bidder shall inspect and examine the site and its surrounding and shall satisfy the quantities and nature of work, materials necessary for completion of the work and their availability, means of access to site and in general to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer.
- B. No extra claim consequent on any misunderstanding or otherwise shall be allowed.
- C. The firm shall mention the time required for completing the job in their offer.

5.2.10 System Architecture and Design Requirements

- A. The airport emergency crash alarm system shall be based on VoIP technology with voice signals to be transmitted over an Ethernet network.

- B. The system architecture shall be highly reliable and survivable and shall be on its own secure virtual LAN (VLAN).
- C. The system shall be an integration of IP Crash Phone and Alarm system in one network configuration.
- D. The system shall be built from a crash phone, which conducts a conference between the ATC and responders when an emergency alarm is triggered.
- E. The crash alarm shall be activated through a simple push of Alarm button, which then sends alerts to responders. Triggers bells, strobe-lights, horns, audio messages and turn-on lights
- F. Technology shall be robust and scalable. The system shall be able to meet all the current and future requirements and shall have an architecture that would be capable of integration with other system. The required solution shall be based on high availability, redundancy and scalability considering 24x7 operation
- G. The network's Quality of Service (QoS) settings for the crash phone shall be set at a level above any other traffic in the system.
- H. The, switches and phone stations shall all be on protected emergency power
 - I. All Ethernet switches and VoIP stations shall be continuously monitored
- J. The VoIP system shall provide notification to any number of airport or airline staff through the airport's PBX without interfering with the emergency communications.
- K. The crash phone system shall be able to connect to a Fire-Station speaker System, Radio System and Public Address System; this shall be done through analog gateways or router ports. Care shall be taken to ensure that positive signaling is used to enable the connected device when the initiating phone goes off-hook or disable it when back on-hook.
- L. System shall comply with Service Oriented Architecture that defines integration of multiple applications in enterprise and point-to-point integration.
- M. OEM lock-in shall be avoided.
- N. The VoIP implementation of the crash phone system shall deliver status indication to the participants, improving response time and situational awareness at the ATC tower.
- O. The infrastructure shall be designed to avoid a "single point of failure"
- P. The system shall consist of the main redundant server system, alarm system and Crash phones.
- Q. The system shall be interconnected to the following:
 - (i) ATC Tower
 - (ii) Fire Station
 - (iii) Airport Administration
 - (iv) Ground Flight and safety office.

- (v) Power House
- (vi) Airport Police Office

- R. At each calling station, there shall be alarm indicator, ring bells and Crash IP phones.
- S. The System shall be able to send Recorded Messages and alert tones to all Responders

5.2.11 Project Management

- A. The winning bidder shall provide a Project Management team that will handle the planning, design, delivery, installation, configuration testing, training and maintenance of the Airport Emergency Crash Alarm System devices and peripherals will work in parallel with KAA - EIA representatives for the duration of the project.
- B. The winning bidder must ensure that the project is completed within the agreed scope, budget and stipulated timeframe.
- C. The Project Management team will be composed of a Project Manager/Team Leader, Assistant Team Leader, and team member representatives from the bidder in coordination with the KAA team.
- D. The KAA Project Manager or representative will be the overall project leader that will oversee the activities of the project.
- E. All issues/problems/correspondence will be coursed through the Project Manager office for proper action.
- F. Both parties (bidder and KAA representative) shall agree to the formulated policies before the implementation/rollout proper.

5.2.12 Installation Works

- A. The works shall be carried out under the supervision of the KAA, nominated project Manager according to the terms and conditions of the contract.
- B. The work is to be carried out without hampering the routine works of the airport. The working time will be from 08:00AM to 5:00 PM with lunch breaks or including lunchtime as per works requirements.
- C. The work is to be carried out in area of EIA where the entry will be restricted and only pass holders will be allowed to enter. Hence, it will be the responsibility of the contractor to arrange entry passes for its staffs & vehicles including payment for issue of entry pass as applicable for which nothing extra will be paid by KAA.
- D. The submission of applications for Temporary Passes in advance along with Certificate of Police Verification etc. as per the prevailing practice and regulations of KAA Security will be the responsibility of contractor. Any financial

expenditure involved such as fees for the passes, fees for Police Verification will be borne by the contractor nothing extra will be paid by KAA.

- E. The hours of working may also be restricted and the contractor may have to temporarily stop the work as per the operations/ site requirements/ instructions of Site-in-charge, and other Airport Authorities.
- F. All the labors, supervisory and other staff of the contractor shall abide by the instructions of the Airport authorities and Site-in-charge of the work.
- G. It is the responsibility of the contractor to see that his staff do not misuse the entry permits. All the rules and regulations of KAA Security concerning the entry passes shall be binding on the contractor.
- H. The contractor shall be responsible for any damage to existing fixtures/cables, property, and will restore, replace or repair any such damage to the complete satisfaction of the Site-in-charge at free of cost. Its responsibility of contractor to remove the surplus materials after completion of work from the site and clean off the site completely.

5.2.13 Site Acceptance Test (SAT)

- A. It will be the responsibility of the Bidder to submit the system test procedure for conducting the post installation site acceptance testing.
- B. The procedure submitted by the vendor shall be drafted in line with the standard practices followed in the industry and shall in accordance with the test the OEM specify procedures & practices.
- C. The acceptance test procedure on approval by KAA shall become the document for acceptance of the equipment after installation at the site. The draft copy of system test procedure shall be made available to KAA for approval before at least seven (7) days of the schedule site acceptance date.
- D. The system will be commissioned after successful completion of approved SAT, operational training and all the works under the scope of the tender.

5.2.14 Commissioning, Handover and Documentation

5.2.14.1 General

- A. Bidders shall submit the necessary complete sets of documentation indicating type, size, rating, style, catalogue number, manufacturer's names, photographs and/or catalogue data sheets for all items to ensure compliance with Specifications.
- B. The documentations shall be subject to the approval by the Project Manager during contract period and no equipment shall be ordered without his/her approval.

5.2.14.2 As-Built Drawings

- A. During installation of the system, the Contractor shall put in writing all his remarks, during the progress of work, concerning any suggested alterations from the shop drawings in wiring routes, locations of equipment or devices that arise from coordination between the system and other activities. No execution of alterations shall be allowed before receiving written approval from the Engineer.
- B. All alterations shall be registered and filed by the Contractors and extra copies shall be submitted to the involved parties (Engineer, Project Manager, Site, etc.).
- C. A complete as-built draft set of drawings and equipment schedules shall be prepared (15) days after completion of work for approval by the Engineer. The draft as built shall include all previously approved alterations.

5.2.14.3 Shop Drawings

- A. Complete Airport Emergency Crash Alarm System diagram showing all components and the size, type and number including layout interconnectivity.
- B. Installation instructions and installation manuals.
- C. Complete description of system components
- D. Complete sequence of operations and functions of the system
- E. Complete system-wiring diagrams for components and interfaces to equipment integrated with it.
- F. A listing of the Original Equipment Manufacturers (OEM) manufacturer's authorized, local representative responsible for installation coordination and service.

5.2.14.4 Product Data

Bidders shall submit manufacturer's technical product data, including specifications and installations. Include standard detailed wiring diagrams, operation and maintenance instructions for inclusion in the maintenance manual.

5.2.14.5 Maintenance Data

- A. The maintenance manual shall contain detailed sub system specifications, functional description, recommended maintenance schedule, test and adjustment procedures, circuit & layout diagrams of the equipment and other such information which helps in providing un-interrupted operation of the facility and should provide expected guidance to maintenance engineers in case of facility malfunctioning / break down.
- B. The language of all manuals, instructions, technical documentation etc. provided under this contract will be in **English**.

5.2.15 Training Requirement

- A. The training shall be provided by personnel with a working knowledge of the system design and layout, and shall provide troubleshooting methods and techniques.
- B. In addition, the training shall cover System administration, Technical maintenance, and repair procedures for all equipment and applications, comprising the system.
- C. The tenderer in the technical bid shall submit complete training syllabus along with the specified duration for training programme.
- D. Bidders shall conduct on-site system administrator and ARFF /ATC operator training in accordance with the manufacturer's instructions and recommendations. Training shall include, but not be limited to: system administration, provisioning, configuration, operation, and diagnostics.

5.2.16 Guarantee/Warranty

- A. The warranty period of all the supplied items shall be of minimum one Year or as per OEM whichever is more. The Warranty starts after successful completion of Site Acceptance Test commissioning and handover of the implementation.
- B. All goods or material shall be supplied strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made without KAA agreement in writing and must be obtained before any work against the order is commences.
- C. The Contractor/Bidder shall replace any parts, including the supplied software found defective during warranty period without any charges whatsoever to KAA.
- D. During warranty period, the contractor shall provide free replacement of Faulty items supplied against this work.
- E. All materials furnished by the successful bidder pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by KAA) are required to be guaranteed to the best quality of their respective kinds (unless otherwise specifically authorized in writing by KAA) and shall be free from faulty design to the extent such design is not furnished by KAA.
- F. The goods/material used by the successful bidder and its workmanship shall be of proper quality to fulfill in all respects, the operating conditions and other requirements specified in the order.
- G. If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise at any time prior to 12 Months warranty period, and the bidder firm is notified thereof, the bidder firm at his own expense and at no cost to KAA, makes such alterations, repairs and replacements at the site within 02 working day(s) as may be necessary to permit/facilitate the functioning of the equipment/item in accordance with the specifications in the

tender. The guarantee/warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (i.e. out of service period).

5.2.17 Annual Maintenance Contract

- A. The Annual Maintenance Contract (AMC) shall be comprehensive in Nature & the contractor (Vendor/system integrator) shall maintain the equipment as per manufacturer's guidelines and shall use standard components for replacement as per OEM's specifications.
- B. The contractor shall not use any spurious components for replacement / repair and shall use only the OEM spares as and only when required.
- C. All such replacements shall be done with the prior approval of the maintenance in-charge and the genuineness of such spares shall require the certification from the maintenance in-charge before the maintenance is undertaken.
- D. The Contractor shall be responsible for the implementation of the maintenance procedures on general cleaning, preventive, predictive & corrective maintenance and their periodicity quarterly basis.
- E. This contract shall include preventive, predictive and corrective maintenance by the Contractor of under the purview of the Contract.
- F. The contractor shall be responsible for arranging for the service personnel for maintenance work as per the plan. In case of breakdown or failure of system of subsystem, he should attend the complaint on call basis and should make all efforts to recover the system in minimum time to make system 24*7 serviceable.
- G. A fine of an agreed amount calculated at per day CAMC rate, which can be imposed in case of delay in rectification of the problem beyond 48 hours.
- H. The original specifications / characteristics / features / configurations shall not be changed without any written approval from maintenance-in-Charge of EIA.
- I. When it becomes necessary to change the system specifications / characteristics /features / configurations, it should be changed up-ward in terms of capacity/performance. No downward modification / change shall be acceptable at any point of time.
- J. The responsibility of maintaining the stock of spare parts / subsystems needed for maintenance of the equipment under the purview of this contract shall be the responsibility of the AMC Service Provider. The Contractor shall maintain all these spare parts at his own cost during the validity period of this contract. The Contractor shall replace the faulty components as and when needed for the servicing of the equipment.
- K. The faulty components shall become the propriety of the Contractor and the contractor shall clear such defective components from the EIA premises through a gate pass. The replaced components shall become the propriety of KAA for all future references and suitable entry will be made in the inventory systems.

- L. In case the contractor fails to repair equipment due to non-availability of spare parts, during the validity of the contract, the contractor shall be responsible for providing an equivalent / higher or better equipment as a replacement. Such replaced system / equipment shall become the property of KAA and the unserviceable item shall become the property of the contractor for all future references. These transactions shall be duly documented.

5.3 TECHNICAL SPECIFICATIONS & COMPLIANCE STATEMENT

Item	Technical Specifications	Statement of Compliance of the Bidder
5.3.1	System Server	
5.3.1.1	The server system shall establish a client server architectural configuration with administrator computer.	
5.3.1.2	It shall be possible to perform system administration through an inbuilt Web Portal for remote access.	
5.3.1.3	The system shall be hybrid and shall Support analogue, IP Phones and 4G LTE connectivity	
5.3.1.4	The server shall have PSTN interface for public phone interaction.	
5.3.1.5	The system shall have both FXS and FXO ports for direct connectivity with phones and airport PBX	
5.3.1.6	Server shall support SNMP Protocol	
5.3.1.7	The system shall have T1/E1/PRI Network Interface Modules	
5.3.1.8	The system shall be able to conduct a conference call among responders when the ATC officers initiate a call during emergency.	
5.3.1.9	The system shall have a capability to record a conference in its local hard drive through suitable preinstalled software.	
5.3.1.10	The system shall be supplied with a software reinstallation on a folder, flash disk or a CD.	
5.3.1.11	The system shall be designed with 8 ports and shall be scalable upward based on demand	
5.3.1.12	The system shall have a NIC interface and shall integrate easily with airport LAN.	
5.3.1.13	The system shall be able to Display status of individual lines and Multiple Master Stations phone within its configured network.	
5.3.1.14	The system shall be easily accessed from Firefox, internet explorer or any other browser	
5.3.1.15	The server module shall be 19” rack mountable	
5.3.1.16	The system shall integrate with Crash phone and alarm system on the same network to combine the functionalities.	
5.3.2	Administration Personal Computer	
5.3.2.1	General	The system shall include an administration PC component of a reputed brand for running system administration
5.3.2.2	Processor	3.6 GHz
5.3.2.3	Memory	8 GB RAM
5.3.2.4	HDD	Min. 250 GB

Item	Technical Specifications		Statement of Compliance of the Bidder
5.3.2.5	Accessories	<ul style="list-style-type: none"> a. Mouse Optical Mouse with scroll, b. Video Card In Built, c. Video Card In Built d. Graphic Card In- Built e. Keyboard f. Monitor 21 color LED g. Audio 2.1 Channel speaker system with sub-woofer 	
5.3.2.6	Network	10/100/1000 Base T	
5.3.2.7	Media	DVD writer DVD+I6x 16x, RW +8x -6x, CDW 48x CDR 52X 15 USB 2 no's	
5.3.2.8	OS	64Bit Win 7/10	
5.3.3	IP Stations		
5.3.3.1	Graphics	800 × 480, 24-bit color, 5-in. WVGA	
5.3.3.2	Video	720p HD video	
5.3.3.3	Handset	RJ-9 port	
5.3.3.4	Speakerphone	Full-duplex	
5.3.3.5	Headset	RJ-9 audio port	
5.3.3.6	ports	Min. 2 USB / AUX	
5.3.3.7	Network	Min. 2 port 10/100/1000BASE-T	
5.3.3.8	Wireless	<ul style="list-style-type: none"> a. Wi-Fi radio and antenna b. Bluetooth 	
5.3.3.9	Keys	<ul style="list-style-type: none"> a. Hold/Resume Transfer b. Conference keys c. Messaging, Application and Directory keys d. Line and Soft keys e. Back and release keys f. Four-way navigation and select keys g. Standard keypad, Volume-control and toggle key h. Speaker phone, Headset and Mute keys 	
5.3.3.10	Key expansion	3 no.	
5.3.3.11	POE	IEEE 802.3af, 802.3at	
5.3.4	Expansion Module		
5.3.4.1	Display	<ul style="list-style-type: none"> a. Min 3.5 inch color, 320x480 pixel b. Voice message and missed call counts 	
5.3.4.2	Programmable keys	Min 24	

Item	Technical Specifications		Statement of Compliance of the Bidder
5.3.4.3	Power Supply	Power over Ethernet	
5.3.4.4	Call Logs	min. 100 call log entries	
5.3.4.5	Speakerphone	Full-duplex	
5.3.4.6	Display	a. Min 3.5 inch color, 320x480 pixel b. Voice message and missed call	
5.3.5	IP/PA Gateway		
5.3.5.1	The gateway shall connect the system to the existing Airport Public Address System		
5.3.5.2	The gateway shall support Live or Recorded Messages transmission/replay.		
5.3.5.3	It shall support up to 20,000 Speakers, Expandable To 256 IP Paging Zones		
5.3.5.4	The gateway Shall be compatible with IP telephone system		
5.3.5.5	The gateway shall support IP and Analog Amplified existing public address Speakers system		
5.3.5.6	The gateway shall support Paging Systems with Synchronized Clock Compatibility		
5.3.5.7	The gateway shall be powered through POE or local power points.		
5.3.5.8	The gateway shall support DHCP Networking protocol		
5.3.5.9	Form Factor	19" Rack Mount	
5.3.5.10	Electrical	a. 24 VDC b. POE: 802.3af, class 3	
5.3.5.11	Network	10/100 Mbps	
5.3.5.12	Protocols	SIP/ IGMP/ RTP/ DHCP NTP	
5.3.5.13	Security	Digest Authentication	
5.3.5.14	Audio	a. Local Music Source Input Impedance: 8 - 600 Ohms b. Local Music Input Level: -10dBm c. Nominal Output Impedance: 50 Ohms d. Output Level: - 10dBm nominal	
5.3.5.15	Environment	a. Temperature: 0 to +40° C b. Humidity: 0 to 85% non-precipitating	
5.3.6	Terminals Alert Hardware		
5.3.6.1	Strobe Lights	a. Double flash light burst b. 60 double flashes per minute c. Durable lens construction d. Power Supply: DC/AC e. Approvals: UL Standard I638	

Item	Technical Specifications		Statement of Compliance of the Bidder
5.3.6.2	Ring Bells	<ul style="list-style-type: none"> a. Approvals: UL Standard 464 b. Rugged cast mechanism enclosure c. Low frequency aluminum shells d. Rugged cast vibrating models e. Power supply: VDC/VAC f. High sound output with 10" bell shell 	
5.3.6.3	Push Station	<ul style="list-style-type: none"> a. Press to initiate b. Press, rotate & release to cancel c. Color: Yellow d. Polycarbonate faceplate e. Stainless steel back plate f. ADA Compliant g. Mounting: Single gang electrical box h. Reset: "Push" button depress & turn 	
5.3.7	Online UPS		
5.3.7.1	General	<ul style="list-style-type: none"> a. 20 minutes back up, single Phase AC Input & single Phase AC Output, On Line Rack Mounted. b. Built in protection against over voltage, overload, spikes, transients and battery discharge. c. Alarm for low battery and battery operation. d. UPS power factor at rated load: better than 0.7 lagging. 	
5.3.7.2	Input	<ul style="list-style-type: none"> a. Voltage: 180 V to 280 V AC single phase b. Frequency 50 Hz +/- 5% or better. 	
5.3.7.3	Output	<ul style="list-style-type: none"> a. Voltage: 230 V AC b. Voltage Regulation: 1% on full load c. Freq. Regulation: 50 Hz ± 0.5 Hz d. Indications: At least Mains On, Load on battery, Alarm condition 	
5.3.7.4	Battery bank	<ul style="list-style-type: none"> a. UPS shall be supplied with Separate SMF battery only. b. Trolley for battery bank. c. At least 30 minutes Battery back-up at full load condition. 	
5.3.7.5	Documentation	One set of hard and soft copy of operation of UPS.	

Item	Technical Specifications		Statement of Compliance of the Bidder
5.3.7.6	Interface	Suitable interface to monitor UPS parameters through PC/Laptop and all related accessories.	
5.3.8	42U Rack With Accessories		
5.3.8.1	Standard	19" 42U racks	
5.3.8.2	Security & Security	<ul style="list-style-type: none"> a. Provision of front Glass Door with Lock & Key b. Provision of rear steel door with Lock & Key, castor wheels c. Provision of Earthing (where external earthing can be connected) 	
5.3.8.3	Configuration	<ul style="list-style-type: none"> a. Shall be housed in a single Equipment rack with appropriate number of shelves. b. User ports to be provided using appropriate cards mounted in universal slots of the shelf. 	
5.3.8.4	Interfaces	<ul style="list-style-type: none"> a. Provision of AC power supply strip with at least 10 sockets (preferable in 5 x2 configuration) b. At least 4 fans 	
5.3.8.5	Standards	EIA 310-D/ DIN 41494/ IEC 60297 read with adjuncts and amendments.	
5.3.9	Annual Maintenance Contract		
5.3.9.1	General	The bidder shall provide comprehensive maintenance support (Both Hardware and Software) during initial guarantee /warranty period of One year and subsequent for 03 years under Annual Maintenance contract for system and its sub systems.	
5.3.9.2	Pricing	Vendors are requested to separately quote rate for Comprehensive Maintenance Contract for the crash alarm Systems on annual basis, which shall be used after the expiry of 1-year warranty.	
5.3.10	Warranty		
5.3.10.1	Duration	The Bidder shall provide 12 months onsite comprehensive warranty support on all equipment, from the date of commissioning	

SECTION VI: SCHEDULE OF REQUIREMENTS

Crash Phone & Crash Alarm System, Accessories, Cabling & Installation Details given below is indicative. Bidders shall inspect the installation site at EIA.

No.	Description	Make/Model	Qty.	Delivery in Weeks
6.1	System Server as specified Configured with redundancy		2	16
6.2	Administration client PC c/w OS, Requisite software + licenses		1	16
6.3	IP Master Station + Extension Module		1	16
6.4	IP Field Stations		6	16
6.5	IP/PA Gateway		1	16
6.6	Blue Strobe Lights		6	16
6.7	Ring Bells		6	16
6.8	Push Station		2	16
6.9	20 min transient Online UPS		Lot	16
6.10	42U Rack With Accessories		1	16
6.11	As built/installed drawings/diagrams & working Diagrams		2	16
6.12	Technical Training for system administrators		5	16
6.13	Training for Operators		8	16

SECTION VII: PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

The bidder will be responsible for implementation of the project and shall offer a solution that meets the minimum services described in various sections of this tender document and bidder has to check /Comply Bills of Materials (BOM) accordingly. If the bidder finds that BOM is incomplete in some respect for the implementation of project, he is responsible for identifying the same and accordingly including the cost of the same in his bid

7.1 BILLS OF QUANTITIES

1	2	3	4	5	6	7
Item	Description	Country of origin	Qty	Unit Price	Total Price EXW per item (cols.4x5)	Unit price of other incidental services payable
7.1.1	Supply, Installation, configuration, Integration, Testing and Commissioning of Emergency Airport Crash Alarm and Telephone system Sever		2			
7.1.2	Supply install and configure Administration Personal Computer comprising of the following: a. Operating System b. Requisite software + licenses		1			
7.1.3	Supply install and configure IP Master Station + Expansion Module		1			

7.1.4	Supply install and configure IP Field Stations		6			
7.1.5	Supply install and configure IP/PA Gateway		1			
7.1.6	Supply install and configure Blue Strobe Lights		6			
7.1.7	Supply install and configure Ring Bells		6			
7.1.8	Supply install and configure Push Station		2			
7.1.9	Supply and install and configure 20 min Online system UPS power backup.		1			
7.1.10	Supply and install 42U Rack With Accessories		1			
7.1.11	Supply of as built/installed drawings/diagrams & working Diagrams		2			
7.1.12	Technical/Administrator training of system administrators		5			
7.1.13	Training of Operators		8			
7.1.14	Total					
7.1.15	Add 16% VAT					
7.1.16	TENDER SUM TO BE TRANSFERED TO THE FORM OF TENDER					

Authorized Official: _____
Name

Signature

Date

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**COMPREHENSIVE ANNUAL THREE (3)-MAINTENANCE CONTRACT
(CAMC) ELDORET INTERNATIONAL AIRPORT**

	Particulars	Year	Amount (Including all Taxes)
1.	Post Warranty C-AMC for Airport Emergency Crash Alarm/Phone System	1 st Year	
2.	Post Warranty C-AMC for Airport Emergency Crash Alarm/Phone System	2 nd Year	
3.	Post Warranty C-AMC for Airport Emergency Crash Alarm/Phone System	3 rd Year	
	Bidders Maintenance Cost to be transferred to the Form of Tender		

SECTION VIII: STANDARD FORMS

Notes on the Standard Forms:

8.1 Form of Tender

8.2 Confidential Business Questionnaire Form

8.3 Tender Security Form

8.4 Contract Form

8.5 Performance Security form

8.6 Bank Guarantee for Advance Payment.

8.7 Manufacturer's Authorization Form

8.8 Letter of Notification of Intent to Enter into A Contract

8.1 FORM OF TENDER

Date _____

Tender No. _____

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

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

.....
in conformity with the said tender documents for the sum of
..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part I – General:</i></p> <p>Business Name </p> <p>Location of business premises. </p> <p>Plot No..... Street/Road </p> <p>Postal Address Tel No. Fax</p> <p>E mail</p> <p>Nature of Business </p> <p>Registration Certificate No. </p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch </p>
--

	Part 2 (a) – Sole Proprietor
	Your name in full Age Nationality Country of origin <ul style="list-style-type: none"> • Citizenship details
	Part 2 (b) Partnership
	Given details of partners as follows:

	Name	Nationality	Citizenship Details
Shares			
1.		
2.		
3.		
4.		
Part 2 (c) – Registered Company			
Private or Public			
.....			
.....			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
	Name	Nationality	Citizenship Details
Shares			
1.		
2.		
3.		
4.		
5.		
Date Seal/Signature of Candidate			

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [amount of guarantee in figures and words]. We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words] We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[Signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF INTENT 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

8.9 DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)
declare and guarantees that no offer, gift or payment consideration or benefit of any kind,
which constitutes an illegal or corrupt practice, has been or will be made to anyone by
our organization or agent, either directly or indirectly, as an inducement or reward for
the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement;
or
- b) If a contract has already been entered into with the person, the contract shall be
voidable at the option of KAA
- c) The voiding of a contract by the procuring entity under subsection (b) does not
limit any other legal remedy that KAA may have

Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name..... Signature.....

Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

8.10 CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that,

I

(Name of Bidder or his Representative)

Of

(Name of Firm Bidding)

In The Company of

.....

(Name of KAA Representative Conducting the Site Visit)

**Visited the site in connection with the Tender for:
SUPPLY, INSTALLATION COMMISSIONING AND MAINTENANCE
OF AIRPORT EMERGENCY CRASH ALARM/PHONE SYSTEM AT
ELDORET INTERNATIONAL AIRPORT**

TENDER No.....

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

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

Signed

(Client's Representative Conducting the Visit if Applicable)

8.11 FORM RB I

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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

8.12 APPENDIX ON SAFETY, HEALTH AND ENVIRONMENTAL

SPECIAL CONDITIONS OF CONTRACT ON RISK, SAFETY AND HEALTH

1. Risk Assessment

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

2. Health and safety plan

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


3. Incident notification

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

4. Non compliance

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

plant, equipment or materials, the contractor shall remedy that breach of health and safety promptly.

 KAA Kenya Airports Authority	HEALTH AND SAFETY MANUAL – HSM VERSION 01.	Document Reference: KAA/CON/SHE/001
CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE		

Notice!

This questionnaire forms part of Kenya Airports Authority tender evaluation process and is to be completed by Tenderers and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderers Safety, Health and Environment Management System. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity for relevant matters.

CONTRACT No. :


CONTRACT DESCRIPTION:

RESPONSIBLE PERSON:

CONTRACTOR:

DATE:

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	HEALTH AND SAFETY MANUAL – HSM VERSION 01.	Document Reference: KAA/CON/SHE/001
CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE		

Tenderer Safety, Health and Environmental Questionnaire		Yes	No
1.0	SHE Policy & Management.		
1.1	Is there a written company Safety, Health and		
1.2	Environmental Policy? If yes provide a copy of this Policy		
2.0	Does the company have a SHE Management System		
2.1	certified by recognized independent authority e.g. ISO 18001, ISO 14001? If yes provide details		
3.0	Is there a company SHE Management System manual or		
3.1	plan? If yes provide a copy of the content page (S)		
4.0	Are Safety, Health & Environment responsibilities		
4.1	clearly identified for all levels of management and staff? If yes provide details		
5.0	Are there documented Safety Work Practices and Procedures for the normal work done by the company?		
6.0	Has the company prepared safe operating procedures		
6.1	or specific safety instructions relevant to its operations? If yes provide a summary listing of procedures or instructions.		
7.0	Is there a register of injury document?		
7.1	If yes provide details.		
8.0	Is there a documented incident investigation		
8.1	procedure? If yes provide a copy of a standard incident report form.		



CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE			
9.0 9.1	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated /owned by the company? If yes provide details.		
10.0 10.1	Are there procedures for storing and handling hazardous substances? If yes provide details.		
11.0 11.1	Are there procedures for identifying, assessing and controlling risks associated with manual handling? If yes provide details		
12.0 12.1	SHE Training Describe how Safety, Health and Environmental training is conducted in your company.		
12.2 12.3	Is a record maintained of all training and induction programs undertaken for employees in your company? If yes provide examples of Safety Training records.		
13.0 13.1 13.2	Safety, Health and Environmental Workplace Inspection Are regular Safety, Health & Environmental Inspections at Worksites undertaken? If yes provide details.		
13.3 13.4	Is there a procedure by which employees can report hazards at workplaces? If yes provide details.		
14.0 14.1 14.2 14.3	Safety, Health & Environmental Consultations Is there workplace Safety, Health & Environmental Committee? Are there employees involved in decision making over SHE matters? If yes provide details		
14.4	Are there employee elected Safety, Health and Environmental representatives?		
15.0 15.1 15.2	SHE Performance Monitoring Is there a system of recording and analyzing Safety, Health and Environmental performance statistics including number and type of injuries and incidents.		



CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE

	If yes provide details		
15.3	Are employees regularly provided with information on company Safety, Health and Environmental performance?		
15.4	If yes provide details		
15.5 15.6	Has the company ever been convicted of an occupational Safety, Health and Environmental offence? If yes provide details		
16.0	Company Reference		
16.1	Provide the following information for the three (3) most recent contracts completed by the company.		
Other Comments:			