



**SUPPLY AND REHABILITATION OF 2 NO.BAGGAGE
HANDLING CAROUSELS FOR TERMINAL IC AT JOMO
KENYATTA INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/JKIA/0091/2019-2020

MARCH 2020

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

**GENERAL MANAGER (P&ES)
KENYA AIRPORTS AUTHORITY
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SECTION I: INVITATION FOR TENDERS

TENDER NO.: KAA/OT/JKIA/0091/2019-2020 **DATE:** 17TH MARCH, 2020

TENDER NAME: Supply and Rehabilitation of 2 No. Baggage Handling Carousels for Terminal IC at Jomo Kenyatta International Airport.

- I.1 Kenya Airports Authority invites you to submit sealed bid online for the Supply and Rehabilitation of 2 No. Baggage Handling Carousels for Terminal IC at Jomo Kenyatta 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://www.kaa.go.ke/corporate/procurement/>.
- I.4 Upon accessing the tender documents, interested bidders shall respond 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 do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 5 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>
- I.7 The tender shall be submitted online on or before **8th April 2020 at 11.00 am**. Late bids shall be rejected.

- 1.8 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.
- 1.9 A Pre-bid/Site visit meeting will be held on 26th March, 2020 at 10.00am_the Conference room located at the Roof top of the Parking Garage in Jomo Kenyatta International Airport.
- 2.0 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website All bidders are advised to regularly check the website during the bidding period.
- 2.1 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

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

SECTION II: INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

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

GENERAL

I. Definitions

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

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
 - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

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

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

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

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

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed N/A
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

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

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

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

TENDER DOCUMENTS

5. Tender Documents

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

- a. Form of Invitation for Tenders
- b. Instructions to Tenderers
- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements
- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings
- p. Declaration Form

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

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

6. Inquiries by tenderers

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

- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

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

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

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

10. Tender Prices

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

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

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

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

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

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

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

10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic

rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

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

12. Tender Validity

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

13. Tender Security

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

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

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

14. No Alternative Offers

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

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

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

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

15. Pre-Tender Meeting

- 15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-

tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in --Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
 - (b) Non attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

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

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

- 17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

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

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

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

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

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender

form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

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

TENDER OPENING AND EVALUATION

20 Tender Opening

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

21 Process to be Confidential

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

22 Clarification Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders,

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

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

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit

rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

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

25 Conversion to Single Currency

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

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
 - (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed

under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

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

AWARD OF CONTRACT

28 Award criteria

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

29. Notification of Award and signing of contract

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 29.6 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

30. Performance Guarantee

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

31. Advance Payment

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

32. Corrupt and fraudulent practices.

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

SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

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.

CLAUSE	
1 (d)	Employer means; Kenya Airports Authority , a State Corporation constituted under the Laws of Kenya.
2.1	All qualified tenderers are eligible. In case of Joint Venture, parties must submit required documents.
2.3	No pre-qualification has been carried out for the contract. Tenderers and all parties forming Joint Ventures if applicable shall provide evidence of their eligibility as required under Sub clause 2.1, sub clauses 2.3 a, b, c, d, and e and sub clause 2.5.
2.3 (a)	Demonstration of past experience and performance: Tenderer to meet the requirements indicated in the evaluation criteria below.
2.3 (b)	Qualifications and experience of key personnel: Tenderer to meet the requirements indicated in the evaluation criteria below.

CLAUSE	
2.3 (d)	<p>Details of sub-contractors to whom it may be proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.</p> <p>In the case of foreign tenderers (tenderer not doing business within Kenya), the tenderer shall be represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance and repair obligations prescribed in the Conditions of Contract and/or Technical Specifications. Details, qualifications and experience of the agent shall be submitted in the tender.</p>
2.3 (e)	<p>Tenderer shall submit a detailed draft Program of Works in the form of a bar chart or another suitable form and Schedule of Payment which shall form part of the Contract if the tender is accepted.</p> <p>Sub clause is applicable.</p>
2.5 (a)	<p>Tenderer's financial capability: Tenderer to meet the requirements indicated in the evaluation criteria below.</p>
3.2	<p>Tender documents can be downloaded from the KAA website https://www.kaa.go.ke/corporate/procurement/. free of charge</p>
4.3	<p>Site visit/Pre-Bid meeting shall be convened on 26^h March, 2020 at 10:00a.m. in the Conference room located at the Roof top of the Parking Garage in Jomo Kenyatta International Airport.</p>
6.1	<p>The name and address of the Employer for the purposes of making inquiries by tenderers is:-</p> <p>General Manager Procurement and Logistics, Kenya Airports Authority, P. O. Box 19001 – 00501, NAIROBI-KENYA. Email: tenders@kaa.go.ke</p>
10.5	<p>Prices shall be fixed.</p>
12.1	<p>Replace words; "sixty (60)" with words "One Hundred Twenty (120)"</p>
13.1 and 13.2	<p>Tender Security shall be of a value of Kenya Shillings Two Hundred and Eighty Five thousands (200,000.00) and shall be valid for a period of 150 days from date of Tender opening. The tender security shall be in the form of</p>

CLAUSE	
	<p>a) Banker's cheque or b) A bank guarantee or c) Such insurance guarantee approved by the Public Procurement Regulatory Authority PPRA (The insurance policy number must be provided) or d) Letter of credit.</p> <p>You will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA on or before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</p>
15.2 (b)	Although attendance of the pre-bid meeting is not mandatory, the tenderer's site visit at his/her own time is mandatory and shall ensure that the site visit certificate is signed after such a visit. The costs for this visit are to borne by the tenderer.
17.2	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 (<i>Technical response on C folder under technical Rfx Response and financial response on price submission screen</i>)
18.1	The tender shall be opened online.
26.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by Clause 82 of The Public Procurement and Asset Disposal Act, 2015.
30	<p>Performance Security</p> <p>Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;</p> <p>a) Cash or b) Banker's cheque or c) A bank guarantee or d) Such insurance guarantee approved by the Authority (The insurance policy number must be provided) or e) Letter of credit.</p>
31	There will be no advance Payment

SECTION IV: EVALUATION CRITERIA

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

I. Mandatory Requirement

Tenderers, including all parties of a Joint Venture, shall **submit copies of all** the following documents with the tender:

No	Requirement	Responsive ness
1	Duly filled form of tender in the format provided.	Must meet
2	Duly filled Confidential Business Questionnaire with details of Company Directors (In case of joint venture, all parties must submit)	Must meet
3	Duly filled self-declaration form(In case of joint venture, all parties must submit)	Must meet
4	Submission of a valid registration certificate issued by National Construction Authority (NCA) for category NCA4 and above for Mechanical works- and must also submit a valid practicing license (In case of joint venture any or all parties to submit).	Must Meet
5	Copy of Registration/incorporation certificate of the tenderer (in case of a joint venture, all parties must submit)	Must meet
6	Copy of CR 12. 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.	Must meet
7	A copy of valid Tax Compliance Certificate which shall be valid at the time of the tender opening (In case of joint venture, all parties must submit)	Must Meet
8	Submission of Tender security in the prescribed format of Kshs. 200,000.00 valid for 150 days from the tender opening date. You will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.	Must Meet
9	Copy of Valid business permit (In case of joint venture all must submit)	Must meet
10	Entities entering joint venture or undertakings shall provide power of attorney formalizing their relationships.	Must Meet

NB: FAILURE TO SUBMIT ANY OF THE ABOVE DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION

2. Technical Evaluation

Tenderers Shall Compliance with the following technical requirements:

Criteria	Responsive ness
A. Demonstration of past experience and performance (Clause 2.3a)	
<p>Tenderer shall demonstrate participation as contractor, management contractor or subcontractor, in at least two (2) similar mechanical contracts within the past five years (2015, 2016,2017 ,2018 and 2019) and both with an average value of at least Kenya Shillings Ten million [Kshs.10,000,000], that have been successfully or substantially completed at 70% and above.(in case of joint venture any or all parties to submit)</p> <p><i>Documents submitted to include Contracts practical completion certificates, LPO/LSO, and shall clearly indicate the name of the project, commencement and completion dates of the contracts and names of contact persons.</i></p>	MUST MEET
B. Qualification and experience of key personnel (Clause 2.3b)	
<p>The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. The minimum requirement is:-</p> <p>i. I No. BSc. Mechanical Engineer (Registered by Engineering Board of Kenya) or approved equivalent with at least seven (7) years' experience with 5 years specific experience involvement in similar Mechanical works or Material Handling equipment's Experience).(In case of joint venture at least one party must submit)</p> <p>Mechanical technician, with diploma in mechanical engineering production or Plant option with at least five (5) years' experience (In case of joint venture at least one party must submit.</p> <p>ii. Electrical technician with Diploma Electrical engineering at least five (5) years' experience and with ERC class B1. In case of joint venture at least one party must submit)</p> <p><i>The copies of the CVs and Academic certificates shall be signed by both the employee and employer should be attached.</i></p>	MUST MEET
C. Financial position and capability (Clause 2.5a)	
<p>Bidders shall meet requirements in Clause 2.3. In addition the tenderer and each partner in a Joint Venture shall submit audited accounts for three consecutive years for period between 2015, 2016, 2017, 2018 and 2019 to demonstrate;</p>	MUST MEET

Criteria	Responsive ness
Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs.5 million (Five Million). Evidence shall be in form of current bank statement (not later than six months), bank Letters of Credit specific to this tender, cash in hand or bank overdraft facilities.(Inc case of joint venture any or all parties to submit)	
D. Compliance with Technical Specifications	
<ul style="list-style-type: none"> i. Tenderer shall commit under the compliance to specifications section and furnish documentary evidence in form of material datasheet to demonstrate that the Goods they offer comply with or exceeds the specifications and all other requirements in the tender document. Section 7 of the bidding document. ii. Bidders to attach the technical brochures of the carousel drag chain. iii. Work plan scheduling project activities in the form Gantt chart form. 	MUST MEET

NB: ONLY BIDDERS WHO ARE RESPONSIVE IN ALL TECHNICAL REQUIREMENTS SHALL BE SUBJECTED TO FINANCIAL EVALUATION

Financial Evaluation

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by Clause 82 of The Public Procurement and Asset Disposal Act, 2015.

NB. Due Diligence may be carried out on the information provided by the bidder and may lead to automatic disqualification if found incorrect.

SECTION V: CONDITIONS OF CONTRACT

PART I – GENERAL CONDITIONS

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

Note

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.
- ii. The Special Conditions take precedence over the General Conditions of Contract.
- iii. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: 41 21 653 5432
Telephone 41 21 653 5003

PREAMBLE TO GENERAL CONDITIONS

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

SUB- CLAUSE	
1.1.1	<p><u>Commencement Date</u></p> <p>The date for commencement of the Works is: 14 days after Notice to Commence is issued.</p>
1.1.12	<p><u>The Employer</u></p> <p>The Employer is: Kenya Airports Authority</p>
1.1.15	<p><u>The Engineer</u></p> <p>The Engineer is:</p> <p>AIRPORT ENGINEER-JOMO KENYATTA INTERNATIONAL AIRPORT, Kenya Airports Authority</p>
1.1.35	<p><u>Time for Completion</u></p> <p>The Time for Completion is Twelve (12) Weeks from the commencement Date.</p>
1.6	<p><u>Contractor's Costs, Overheads Charges and Profit</u></p> <p>The percentage to cover profit entitlement, where applicable, is 10%.</p>
5.1	<p><u>Ruling Language</u></p> <p>The version in English Language (ruling language) shall prevail.</p>
5.2	<p><u>Day to Day Communications</u></p> <p>The language for day to day communications is English</p>
12.1	<p><u>Programme to be furnished</u></p> <p>The Programme must be submitted in the form of Critical Path Network, Bar Chart, Ghant Chart or equivalent.</p>
14.3	<p><u>Electricity, Water, Gas and Other Services</u></p>

	<p>Supplies on the Site are:</p> <p>a. Electricity:</p> <p>b. Water:</p> <p>Contractor shall be required to pay for employer's services they may expend on site. Where necessary, contractor shall provide approved metering devices for determination of services consumed and shall be required to obtain the services at points and sources shown by employer.</p>
14.4	<p><u>Employer's Equipment (Sub-clause 14.4.)</u></p> <p>The following Employer's equipment is available for use by the Contractor under the Employer's operation: N/A</p>
18.3	<p><u>Working Hours</u></p> <p>The normal working hours are from 8.00am to 5.00 pm local time, Mondays to Friday except lunch time between 1.00 pm to 2.00 pm and on public holidays.</p> <p>Upon prior arrangements with the employer, Contractor may be allowed to work outside the hour mentioned.</p>
27.1	<p><u>Delay in Completion</u></p> <p>Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:</p> <p>Amount for each day of delay: 0.05%</p> <p>Maximum: 10% of total contract sum</p>
27.2	<p><u>Prolonged delay</u></p> <p>Maximum amount recoverable from the Contractor by the Employer: Amount equal to total contract sum.</p>
33.1	<p><u>Terms of Payment</u></p> <p>In addition to the provisions under Clause 33, the terms of payment shall be:</p> <p>a) Based on Certificate for quantity supplied and /or work done as indicated in the Bills of Quantities.</p> <p>b) The payments shall be made subject to deduction of retention monies at the rate indicated in the Appendix to Form of Tender.</p>

	<p>c) Letter of Credit (LC) will be issued to the winning bidder who requests for it.</p> <p>i) The amount shall be limited to the imported component of the project and as per form of foreign currency attached to this document.</p> <p>ii) The cost of LC shall be borne by the Bidder.</p> <p>iii) The currency of the LC shall be the currency the bidder has used in his Tender. If any cost for conversion of currencies will required, this shall be borne by Bidder.</p>
35.1	<p><u>Payment in Foreign Currencies</u></p> <p>Payment in foreign currencies shall be for only imported component of the project and shall be as indicated in the form of Statement of Foreign Currency Requirements.</p>
	<p><u>Rates of Exchange</u></p> <p>The rates of exchange for the purpose of the Contract are: The Central Bank of Kenya Rate at the time of Tender Opening.</p>
36.4	<p><u>Payment against Provisional Sums</u></p> <p>The percentage to be applied to Provisional Sums shall be 10%.</p>
42.2	<p><u>Maximum Liability</u></p> <p>The maximum liability of the Contractor to the Employer shall be limited to the contract sum and shall cover all occurrences.</p>
43.1	<p><u>Insurance of Works</u></p> <p>The deductible limits in the insurance cover of the Works shall not exceed Kenya Shillings One Million (Kshs.200,000.00) equivalent.</p>
43.3	<p><u>Third Party Liability</u></p> <p>i) Amend clause by adding ‘including property of the employer other than the works’ after the works physical property.</p> <p>ii) The amount of insurance against third party liability taken out by the Contractor shall not be less than:</p>
46.3	<p><u>Payment on Termination for Employer’s Default</u></p>

	The additional amount payable by the Employer on termination shall not exceed: 10% of Outstanding Amount at the Time of Termination.
47.1	<p><u>Labour, Materials and Transport</u></p> <p>The method of calculating adjustments for changes in costs shall be:</p> <ul style="list-style-type: none"> a) Contract Rates of prices for materials and transportation shall remain fixed throughout the contract duration. b) The contract rate for labour shall remain fixed unless the Government of Kenya makes adjustments in labour prices. Any such change shall be considered at an equitable fraction
49.2	<p><u>Notices to Employer and Engineer</u></p> <p>The address of the Employer for notices is:</p> <p>Managing Director Kenya Airports Authority 3rd Floor, KAA HQs P.O. Box 19001 – 00501 NAIROBI – KENYA</p> <p>The address of the Engineer for notices is:</p> <p>General Manager (P & ES) Kenya Airports Authority 2nd Floor, KAA HQs P.O. Box 19001 – 00501 NAIROBI - KENYA</p>
51.1	<p><u>Applicable Law</u></p> <p>The applicable law is the law of the republic of Kenya.</p>
51.2	<p><u>Procedural Law for Arbitration</u></p> <p>The procedural law for arbitration is:</p> <p>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</p>
51.3	<p><u>Language and Place of Arbitration</u></p> <p>The language of arbitration is English.</p> <p>The place of arbitration is Kenya.</p>

PART II – SPECIAL CONDITIONS

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

SUB- CLAUSE	
1.1.1	<p>Conditions Precedent to Commencement</p> <p>The following financial and administrative requirements are conditions precedent to commencement:</p> <ol style="list-style-type: none"> a. Signing of contract b. Submission of performance bond c. Issuance of notice to commence
1.1.11	<p>Defects Liability Period</p> <p>Defects Liability Period is (I) one calendar year subject to the requirements of clause 30.4 of conditions of contract.</p>
2.1	<p>Engineer’s Duties</p> <p>The Engineer requires the consent of the Employer before exercising the following duties:</p> <p>Matters that will lead to increase in value of contract.</p>
6.6	<p>Operation and Maintenance Manuals</p> <p>Operation and Maintenance Manuals shall be in English language.</p>
10.1	<p>Performance Security</p> <p>The Contractor shall obtain a performance security at an amount equal to 10% equivalent of the contract sum as per instruction to tenders.</p>
14.3	<p>Electricity Water and Gas</p> <p>The following consumables may be provided by the employer:</p> <ol style="list-style-type: none"> a. Electricity b. Water <p>The consumables will be provided at the ruling consumer charges/ rates at the relevant sites, which is Kenya Power, and Nairobi County rates plus administrative charges destemmed by the employer and not exceeding 10%.</p>
14.7	<p>Authority for Access</p> <ol style="list-style-type: none"> a) All persons seeking access to the site shall be in yellow or orange reflective jackets

	<p>b) The employer shall provide personnel and vehicles security access passes to restricted areas related to the project.</p> <p>c) The contractor will be required to pay for the parking charges within the airport. The contractor is required to obtain the latest short and long term parking tariff from the car park management company at the airport.</p>
31	<p>Price variation</p> <p>No variation shall be allowed before 12 months from the contract commencement date.</p>
33.1	<p>Terms of Payment</p> <p>Payment of the contract price shall be made as per inspection reports by the appointed inspection committee on presentation of payment certificate by the Contractor. This will take into account works already completed, materials and goods on site.</p> <p>Payment will be as follows;</p> <p>50% Upon Successful supply, delivery, and acceptance of the goods.</p> <p>50% Upon Installation, User's Inspection Acceptance and site handover to the Airport Engineer Jomo Kenyatta International Airport.</p> <p>There will be a 5% retention on each certificate, which will be released after issuing of Practical Completion Certificate.</p>
33.6	<p>Delayed Payment (Sub-clause 33.6.)</p> <p>The interest rate for delayed payment is simple interest at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.</p>
33.8	<p>Payment by measurement</p> <p>The provision for measurements are:</p> <p>Where part of works is to be paid for according to the quantity of plant supplied or work done the following provisions shall apply:</p> <ol style="list-style-type: none"> a. Such part of the works shall be measured from time to time by the Engineer or by the Contractor. No such measurement shall be made by either of them without the other being afforded a reasonable opportunity of attending and agreeing the measurements. The contractor shall at the request of the Engineer open up any part of the works which may have been covered up without his having been afforded a reasonable opportunity of measuring or agreeing to the measurements thereof and the contractor shall restore the same at his own cost. All measurements shall be made in accordance with the provisions of the specifications respecting methods of measurements.

	<p>b. The sum payable in respect of such part of the works shall be ascertained according to the price or rate approved thereto as specified in the contract. If no appropriate price or rate has been specified, the price or rate shall be fair and reasonable price or rate taking into account any prices or rates that may be specified in the contract for similar plant or work.</p>
48.1	<p>Customs and Import Duty</p> <p>Contractor is required to factor in all import and taxes (including VAT and IDF charges) consequent of the importation of the plant in his DDP Jomo Kenyatta International Airport offer in the tender.</p>
50.2	<p>Arbitration</p> <p>The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.</p>

SECTION VI: TECHNICAL SPECIFICATIONS

SCOPE OF WORKS

- A. The Contractor shall supply, deliver, install, test and commission all spares and equipment and hand over in an acceptable condition.
- 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

A.GENERAL

All electrical works shall comply with Institute of Electrical and Electronic Engineers (IEEE)

The following general information will be applied in design, fabrication, assembly and installation of the mechanical/electrical equipment:

A.1 ELECTRICAL PROVISIONS

Main three phase power will be 415 volt, 3 Φ , and 50 hertz alternating current.

B. Manufacturer's name

Where manufacturers name and catalogue references are given, they are so given for guidance to quality and standards only. Alternative manufacturer of equal quality will be accepted at the discretion of the Engineer.

C. COMPLIANCE TO SPECIFICATIONS

The Supplier shall indicate compliance to specifications as indicated below

ITEM	DESCRIPTION	COMPLIANCE/NON COMPLIANCE
I.1	Drag chain complete with bearings and accessories including bolts washers and spacers	
I.2	Drive unit drive triplex chains	
I.3	Friction pads	
I.4	pre-fabricated special U-channel track rails complete with bends	
I.5	Key type emergency stop switches	
I.6	Delivery Period 8 weeks	

Bidders shall provide a schedule of compliance listing every sub clause of the technical specifications and requirements in the table of specifications, with the words "complied" or "not complied" or shall comment in line with the specifications of the offered.

The use of the word "Noted" is inadequate and will be equated to "not complied".

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

1. OPERATION AND MAINTENANCE MANUALS

Drag Chains and drive units basic operation and maintenance manual shall be provided.

SECTION VII: BILLS OF QUANTITIES

NO	ITEM/WORK DESCRIPTION	UNIT	QTY	Rate Kshs	Amount Kshs
A	GOODS SUPPLY. Supply is DDP JOMO KENYATTA INTERNATIONAL AIRPORT broken down as follows				
A1.1	Supply new drag chain complete with bearings and accessories including bolts washers and spacers	LM	150		
A1.2	Provide service parts for servicing 2No.drive units and replace drive triplex chains	No.	2		
A1.3	Supply friction pads	No.	500		
A1.4	Provide materials including paints for spray painting carousel guards and side plates with two coats of high grade first drying gloss paint as per existing	SM	50		
A1.5	Supply pre-fabricated special U- channel track rails complete with bends and frames/flanges	No.	40		
A1.6	Supply key type emergency stop switches complete and recondition the switch mountings.	No.	20		
A1.7	Sub total				
A1.8	Add KRA Duties for all the items and associated components				
A1.9	Add 16% VAT				
A1.10	Add 1.5% Railway levy				
A1.11	Add any other applicable taxes failure to which it shall be assumed that all taxes are included in the tender price a)..... b)..... c).....				

	d).....				
A1.12	TOTAL DDP COST AT JKIA FOR ALL ITEMS REQUIRED FOR BAGGAGE CONVEYOR AND ASSOCIATED COMPONENTS				
BI	INSTALLATION, TESTING AND COMMISSIONING <i>NB: Installation costs shall attract withholding tax at the applicable rate</i>				
BI.1	Preliminary costs including setting up a site office (complete with laptop, printer, airtime for two supervisors), safety clothing and equipment, mobilization and demobilization of tools and equipment	item	sum		
BI.2	Install drag chain and accessories accordingly to achieve smooth run	item	sum		
BI.3	Service drive units	item	sum		
BI.4	Install drive triplex chains	item	sum		
BI.5	Install friction pads	item	sum		
BI.6	Spray painting labour for carousels and guards	item	sum		
BI.7	Installation of trucking U channels and bends	item	sum		
BI.8	Installation of emergency stop switches and reconditioning of mounting and ensure functionality of safety circuit	item	sum		
BI.9	Testing ,commissioning and installation sundries	item	sum		
BI.10	SUB TOTAL INSTALLATION				
BI.11	ADD 16% VAT				

BI.12	Add any other applicable taxes failure to which it shall be assumed that all taxes are included in the tender price a)..... b)..... c)..... d).....				
BI.13	TOTAL INSTALLATION TESTING AND COMMISSIONING BAGGAGE CONVEYOR SYSTEM				
CI	QUALITY CONTROL				
CI.1	Provide three copies of operating and maintenance manuals for the baggage system	item	sum		
CI.2	Allow Kshs 200,000 for progress and site meetings by project team as instructed by the Project Manager	item	200,000		
CI.3	SUB TOTAL				
	ADD 16%VAT				
CI.4	TOTAL COST QUALITY CONTROL				
D	TOTAL COSTS(AI.12+BI.13+CI.3)				

Total tender sum in words and figures (to be transferred to the form of tender).

SECTION IX: STANDARD FORMS

1. FORM OF TENDER
2. APPENDIX TO FORM OF TENDER
3. LETTER OF ACCEPTANCE
4. FORM OF AGREEMENT
5. FORM OF TENDER SECURITY
6. PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
7. BANK GUARANTEE FOR ADVANCE PAYMENT
8. TENDER QUESTIONNAIRE
9. CONFIDENTIAL BUSINESS QUESTIONNAIRE
10. STATEMENT OF FOREIGN CURRENCY REQUIREMENT
11. SCHEDULE OF MATERIALS;- BASIC PRICES
12. SCHEDULE OF LABOUR;- BASIC PRICES
13. SCHEDULE OF PLANT AND EQUIPMENT
14. DETAILS OF SUB-CONTRACTORS
15. CERTIFICATE OF TENDERER'S SITE VISIT
16. FORM OF WRITTEN POWER OF ATTORNEY
17. KEY PERSONNEL
18. COMPLETED CIVIL WORKS
19. SCHEDULE OF ONGOING PROJECTS
20. OTHER SUPPLEMENTARY INFORMATION
21. REQUEST FOR REVIEW FORM

FORM OF TENDER

TO: _KENYA AIRPORTS AUTHORITY

[Date]_____

TENDER NO.: KAA/OT/JKIA/0091/2019-2020

TENDER NAME: Supply and Rehabilitation of 2 Baggage Handling Carousels for Terminal IC at Jomo Kenyatta International Airport.

Dear Sir,

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of

_____ [Name of Employer]

of _____ [Address of Employer]

Witness;

Name _____

Address _____

Signature _____

Date _____

APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security		Kenya Shillings Two hundred and eighty five thousands (Kshs. 200,000.00/=)
Amount of Performance Security	10.1	10% percent of Tender Sum
Program to be submitted	14.1	Not later than 14 days after issuance of Order to Commence
Period for commencement, from the Engineer's order to commence	41.1	7 days
Time for completion	43.1	12 Weeks
Defect Liability period	49.1	12 Months
Percentage of Retention	60.5	10% of Interim Payment Certificate
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	<p>The Employers address is: The Managing Director, Kenya Airports Authority, P.O. Box 19001 – 00501 <u>NAIROBI</u></p> <p>The Engineer's address is: General Manager (P&ES), Kenya Airport Authority, P.O. Box 19001 – 00501 <u>NAIROBI</u></p>

Signature of Tenderer.....

Date.....

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

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

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

_____ [date] _____ [signature of the Bank]
_____ [witness] _____ [seal]

(Amend accordingly if provided by Insurance Company)



PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: _____ [name of Contract]

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

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

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

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Email address of tenderer

.....

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

.....

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

.....

.....

Signature of Tenderer

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



SELF-DECLARATION FORM

I. ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier) _____ declares 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

2. 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

3. 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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

* Attach proof of citizenship



LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO AWARD

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that,

_____ (Name of bidder or his representative)

Of the firm of,

_____ Name of Firm bidding)

In the company of,

_____ (Name of KAA representative conducting the visit)

Visited the site in connection with Bid for:

TENDER NAME: Supply and Rehabilitation of 2 Baggage Handling Carousels for Terminal 1C at Jomo Kenyatta International Airport.

TENDER NO: KAA/OT/JKIA/0091/2019-2020

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

1. I have made myself familiar with all the local conditions likely to influence the works, cost thereof and I am fully aware that all work will be done while the areas remain in use.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

On behalf of Tenderer or Representative

Signed: _____

Date: _____

On behalf of Kenya Airports Authority

Signed: _____

Date: _____
