



**REPLACEMENT OF AIRFIELD GROUND LIGHTING
(AGL) CABLES AND ACCESSORIES
AT ELDORET INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/EIA/0089/2019-2020

MARCH 2020

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

**GENERAL MANAGER (P&ES)
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 – 00501
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SECTION I: INVITATION FOR TENDERS

TENDER NO.: KAA/OT/EIA/0089/2019-2020

DATE: 17th MARCH, 2020

TENDER NAME: Replacement of Airfield Ground Lighting (AGL) Cables and Accessories at Eldoret International Airport

- I.1 Kenya Airports Authority invites you to submit sealed bid online for the Replacement of AGL Cables and Accessories 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>
- I.7 The tender shall be submitted online on or before **7th 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 meeting will be held on **26th March, 2020** at 10.00am at Eldoret International Airport - Eldoret.
- 2.0 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

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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 quality 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 prescribe deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

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

TENDER OPENING AND EVALUATION

20 Tender Opening

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

21 Process to be Confidential

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

22 Clarification Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the

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

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

23 Determination of Responsiveness

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

24 Correction of Errors

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

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

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

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

25 Conversion to Single Currency

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

26 Evaluation and Comparison of Tenders

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

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

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

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

AWARD OF CONTRACT

28 Award criteria

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

29. Notification of Award and signing of contract

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

- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their 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.
2.3 (d)	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. 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.
2.3 (e)	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.

CLAUSE	
	Sub clause is applicable.
2.5 (a)	Tenderer’s financial capability: Tenderer to meet the requirements indicated in the evaluation criteria below.
3.2	Tender documents may be downloaded free of charged from the KAA website (https://suppliers.kaa.go.ke/irj/portal)
4.3	Site visit and shall be convened on 26^h March, 2020 at 10:00a.m. at Eldoret International Airport. Tenderers are required to attend the site visit to confirm any requirements that may affect their financial offer.
6.1	The name and address of the Employer for the purposes of making inquiries by tenderers is:- General Manager Procurement and Logistics, Kenya Airports Authority, P. O. Box 19001 – 00501, NAIROBI-KENYA. Email: tenders@kaa.go.ke
10.5	Prices shall be fixed.
11.3	Replace words “ thirty (30) ” with words “ fourteen (14) ”
12.1	Replace words; “ sixty (60) ” with words “ One Hundred Twenty (120) ”
13.1 and 13.2	Tender Security shall be of a value of Kenya Shillings one million (Kshs. 1,000,000.00) equivalent and shall be valid for a period of 150 days from date of Tender opening. The tender security shall be in the form of a) Cash or b) Banker’s cheque or c) A bank guarantee or d) Such insurance guarantee approved by the Public Procurement Regulatory Authority PPRA (The insurance policy number must be provided) or e) Letter of credit. 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

CLAUSE	
	before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.
15.2 (b)	Non-attendance at the pre-tender meeting will be cause for disqualification of a Tenderer.
16	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 Cfolder under technical Rfx Response and financial response on price submission screen</i>)
17.2	The tender shall be submitted online.
18.1	The tender shall be opened online. On 7th April 2020 at 11.00 a.m.
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> <ul style="list-style-type: none"> 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.

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. Preliminary Evaluation

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

- i. **Tender security** in the amount of Kshs.1,000,000 and in the format required in clause 13.1 and 13.2 of the Instruction to Tenderers and the appendix thereof.
- ii. **Registration/Incorporation** of the tenderer (*in case of a joint venture, all parties shall submit*).
- iii. Current **tax compliance certificate** which shall be valid at the time of tender opening (*in case of a joint venture, all parties shall submit. For international Firms, they shall submit their equivalent Tax Compliance Certificate*).
- iv. Duly completed **self-declaration form** (*in case of a joint venture, all parties shall submit*).
- v. Duly completed **Form of Tender** in the format of the attached standard form.
- vi. CVs and copies of relevant academic certificates of **key personnel** for execution of the contract as described in the evaluation criteria below (*in case of a joint venture, either partner shall submit*).
- vii. Duly filled **Certificate of Tenderer's Visit to the Site**
- viii. Duly Completed **Confidential Business Questionnaire**
- ix. Copy of current CR12. 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 partnerships registered under Business Names.

- x. **Manufacturers Authorization letter** for the following items of tender – AGL Cables, Series Transformers and Transformer Housing (Deep Cans). **(for each of the items)**
- xi. Copy of valid business permit issued by county of operation.
- xii. Current NCA 4 Registration Certification for specialized work and valid practicing license.

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

2. Technical Evaluation

Compliance with the following technical requirements:

i. Demonstration of past experience and performance.

Tenderers shall submit documents to demonstrate at least two past experience and past performance in implementation of projects of similar nature (i.e. **supply and installation of Airfield Ground Lighting Systems or any other electrical works of the same magnitude**) within years *2010 to current* and

a) Technical Experience:

Tenderer shall demonstrate experience in minimum 2 similar works in the role of contractor, subcontractor, or management contractor for the above named years and with an average value of at least **Kshs.100,000,000.00** (*for Joint Venture, both parties combined should meet requirement*).

Evidence will be provided as follows;-

Copy of Defects Liability Certificates; or
 Copy of completion certificate; or
 Interim payment certificate of not less than 70% value of the contract; or
 Signed contract agreement.

Documents submitted shall clearly indicate name of project, commencement and completion dates of the contracts, and names of contact persons.

b) Current Work Load

Tenders to provide details of current work on hand and other contractual commitments. Details to include total cost of works and the percentage of work completed and expected dates of completion.

Documents submitted shall clearly indicate name of project,

commencement and completion dates of the contracts, and names of contact persons.

c) Experience of the Manufacturer

Manufacturer of the proposed equipment shall have been in business of manufacturing of similar equipment not less than 10 years prior to the date of tender submission.

Tenderers shall submit the manufacturers profile including past purchasers and users of their equipment.

ii. Qualification and experience of key personnel.

The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. Bidders shall submit certified CV's by the employer and employee, academic certificates of key personnel to be involved in the works. The minimum requirement is: -

- a. **Project Manager**, with at least ten (10) years' experience in management of large electrical projects with values of more than Kshs.100 million.
- b. **Ino. Electrical engineer**, with at least ten (10) years' experience in installations of similar works – holding at least BSc in Engineering.
- c. **Ino Electrician**, licensed by the Energy and Petroleum Regulation Authority (EPRA) - **minimum Class B or above.**
- d. **Ino Electrical Technicians**, with at least Five (5) years' experience in installations of similar works – holding at least Diploma in Electrical Engineering and **Certification in Airfield Ground Lighting.**

iii. Financial position and capability.

Minimum average annual turnover of at least **Kshs.150,000,000** as extracted from the audited accounts (*in case of joint venture all parties combined must meet requirement*),

Tenderer shall demonstrate capacity to have liquidity of least **Kshs. 30,000,000**. This shall be evidenced by any of the following:

- (a) Letter of line of credit from approved financial institution specific to this project and indicating the amount available.
- (b) Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed.
- (c) Current bank statement for the last three months (*In case of joint venture all parties combined must meet requirement*),

iv. **Compliance with technical specifications**

Compliance with technical specifications including submission of authentic copies of relevant **Type Test Certificates** and their reports from the authorized standards bodies in accordance with Section V (Technical Specifications) of this tender document.

3. **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, re-printed 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: Date when letter of 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>General Manager, Planning and Engineering Services (GM{P&ES}), Kenya Airports Authority</p>
1.1.35	<p><u>Time for Completion</u></p> <p>The Time for Completion is Forty (40) 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 current 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 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. 1,000,000.00) 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> <p>Kenya Shillings ten million (Kshs. 10,000,000.00) equivalent with deductible limits of Kenya Shillings Two Hundred Thousands (Kshs. 200,000.00).</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 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 Uasin Gishu County rates plus administrative charges destemmed by the employer and not exceeding 10%.</p>

14.7	<p>Authority for Access</p> <p>a) All persons seeking access to the site shall be in yellow or orange reflective jackets</p> <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>Variation of works where allowed shall not exceed 15% of the original contract price.</p> <p>No variation shall be allowed before 12 months from the contract commencement date.</p>
33.2	<p>Method of application</p> <p>Application for payment shall be made as follows:</p> <p>As per clause 33.1 of preamble to the contract</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> <p>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> <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</p>

	<p>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 Eldoret 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

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1. **SCOPE OF WORKS**

- A. The Contractor shall supply, deliver, install, erect, test and commission all materials and equipment and hand over in an acceptable condition as specified herein and as shown on the contract drawings.
- B. The scope of work shall include the following:
 - a. Supply and Installation of AGL primary and secondary cables
 - b. Supply and Installation of AGL Series transformers
 - c. Supply and installation of Transformer Housing
 - d. Complete lightning protection system for the cables
 - e. Trenching and ducting works for the AGL cable installation
 - f. Training for operators and maintenance personnel

2. **GENERAL**

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

3. **CODES AND STANDARDS**

- A. Characteristics of the airfield lighting shall, except when clearly indicated otherwise in the Specification, conform to the following ICAO Standards and Recommendations, Aerodrome Design Manual, Airport Services Manual, IEC International Standards and other related national or international regulations.
 - a. Annex 14 Aerodromes (Seventh – November 2016)
 - b. Aerodrome Design Manual, Part 4 Visual Aids (Fourth Edition – 2004)
 - c. Airport Service Manual, Part 9 Airport Maintenance Practices (First Edition – 1984)
- B. Unless specified otherwise in this Specification, design, materials, manufacture, and testing of all works shall comply with the following Standards and recommendations;
 - a. ICAO Aerodrome Design Manual, Part 5 Electrical Systems (2nd Edition – 2017)
 - b. ICAO Airport Services Manual, Part 8 – Airport Operational Services
 - c. IEC International Electrotechnical Commission Publications
 - d. ISO International Organization for Standardization
- C. Materials, devices and small parts may comply with the national or international authorized Standard prevalent in the country of manufacture. However, adequate modification shall be made for the point of interface with the facilities provided in accordance with relevant Standards and regulations.

4. SUBMITTALS

- A. Shop drawings after notice to commence
- B. Implementation plan after notice to commence
- C. Field test reports and other documentation including a description of the test procedures and inspections with results listed for each test performed in a type-written format. Include results of tests, inspections and retests.
- D. Product data sheets and equipment ratings
- E. Installation, Operation and Maintenance manuals
- F. Final as-built drawings on completion

5. QUALITY ASSURANCE

- A. Provide a list of testing equipment with make and model numbers. Test Equipment shall have current calibration validation.

6. DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.

7. PRODUCTS

7.1. Manufacturing

- A. All equipment offered shall be the product of recognized and experienced manufacturers and shall be of basic design and size similar to such that has been in successful continuous operation for at least ten years preferably under similar climatic conditions. Proven plant reliability and high availability are of prime importance and the attention of the Bidder is drawn to these particular requirements.
- B. The manufacturer's identity and places of manufacture, testing and inspection before shipment for the various portions of the works shall be specified in the technical proposal and shall not be departed from without the agreement of the Employer.
- C. As soon as practicable after entering into the Contract, the Contractor shall, having obtained the Engineer 's consent in accordance with the Conditions of Contract, enter into the Sub-contracts he considers necessary for the satisfactory completion of the Contract Works.

- D. All Sub-contractors and Sub-suppliers of components and materials shall be subject to the approval of the Engineer. Information shall be given on each Sub-order sufficient to identify the material or equipment to which the sub-order relates, stating that the material is subject to inspection by the Employer before dispatch.
- E. If the Employer at any stage in the design and production period finds out that the manufacturer does not fulfill the requirements in the specifications and it is obvious that the required quality cannot be achieved by corrective measure he can request the contract to be suspended and the works to be produced elsewhere without extra cost for the Employer.

7.2. Operating Conditions

- A. The equipment and all components shall be suitable for operation in ambient conditions of 5°C to 40°C without overheating and up to 90% relative humidity in an unheated ventilated building or shed.
- B. The airfield ground lighting cables and series transformers shall be suitable for operation even when submerged in water
- C. The equipment and all components shall be suitable for operation at Eldoret International Airport which has an altitude of 2100 m above sea level.

7.3. Compliance Sheet for Technical Requirements

7.3.1. Primary Series Circuit Cables

Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
1.	Compliance Standard	ICAO: Aerodrome Design Manual Part 5, Electrical Systems	
2.	Core	Single core	
3.	Conductor	Copper, 6 mm ² cross section, 7 strands	
4.	Nominal voltage rating to ground	5kV AC RMS	
5.	Insulation material	XLPE, 2.3mm thick	
6.	Screen material	Copper tape, 0.08mm thick	
7.	Outer sheath	PE, 1.2mm thick	

Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
8.	Marking	To be durably marked with cable size, voltage rating, cable trade name and manufacturer's name at intervals not exceeding 600mm	
9.	Guarantee: Period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced.	1 year	

7.3.2. Secondary Cables

Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
1.	Compliance Standard	ICAO: Aerodrome Design Manual Part 5, Electrical Systems	
2.	Cores	Two core	
3.	Conductor	Copper, 2x4 mm ² cross section, 7 strands	
4.	Nominal voltage rating to ground	600V	
5.	Insulation material	PVC, 0.8mm thick	
6.	Outer sheath	Nylon	
7.	Guarantee: Period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced.	1 year	

7.3.3. Series Transformers

Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
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Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
1.	Compliance Standard	ICAO: Aerodrome Design Manual Part 5, para. 3.2.1.7	
2.	Rated secondary power	45, 150, 200. 300W	
3.	Rated Primary/Secondary current	6.6/6.6A	
4.	Frequency	50Hz	
5.	Primary rated voltage	5,000V AC RMS	
6.	Secondary rated voltage	600V AC RMS	
7.	Power factor at nominal load	0.98	
8.	Windings	Made of enamelled copper wire and are completely separated from each other.	
9.	Earthing wire	External earthing wire, connected internally to one end of the secondary winding	
10.	Encapsulation	Thermoplastic Elastomer (TPE)	
11.	Connectors	Factory-moulded plug and receptacles	
12.	Service life: must be able to withstand sunlight, oil, petrol, water, acid/alkaline soils	10 years	
13.	Protection	No damage when short-circuited or open secondary windings	
14.	Guarantee: Period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced.	1 year	

7.3.4. Primary and Secondary Cable Connector Kits

Item No	Technical Description	Minimum Requirement	Bidders Offer and/or Statement of Compliance
1.	Compliance Standard	ICAO: Aerodrome Design Manual Part 5, Electrical Systems	
2.	Compatibility	Shall consist of a male and female connector and compatible with the plug and receptacle of the series transformer	
3.	Attachment to conductor	Field attachment	
4.	Nominal voltage rating to ground		
	i. Primary connector	5,000V AC RMS	
	ii. Secondary connectors	600V AC RMS	
5.	Voltage drop across the contacts		
	i. Primary connector	≤7.5mV	
	ii. Secondary connectors	≤6.0mV	
6.	Seal	Watertight between mated plug and receptacle and between rubber and metal part.	
7.	Pins and sockets	Must have provision for crimping to conductors. Must be electroplated with suitable material to provide good electrical contact	
8.	Mechanical connection	Must withstand static pull of 44N without evidence of separation	
9.	Guarantee: Period when any defect in material or workmanship that may occur during proper and normal use from the date of installation shall be replaced.	1 year	

7.4. Warranty

The supplied AGL cables and equipment shall be warranted by the manufacturer against manufacturing defects for one year of operation or 18 months after shipment, whichever longer is period.

8. WORK EXECUTION

8.1. General

- A. Before commencement of any works on site, the Contractor shall provide advance notification, indicating the period and exact site boundary of intended excavation/piling works to the Engineer.
- B. The Contractor shall obtain as-built services drawings from the Engineer to serve as references in order to produce an excavation work plan and to work out a services protection and/or diversion scheme.
- C. The Contractor shall install safety barriers to protect workers from falling into cable trenches or trial holes that are left exposed.
- D. The Contractor shall be required to establish a continuous monitoring plan to ensure that no worker or equipment that could cause damage intrudes into the areas where services are found.

8.2. Trenching

- A. For trench excavation, unless otherwise authorized by the Engineer, the contractor will not excavate more than 60m of trench in advance of installation operations and will not leave open more than 10m at end of day's operation on taxiway and runway edges. Excavation on other areas shall be done as approved by Engineer following setting/fixing of appropriate approved safety procedures and suitably providing adequate visible/reflective warning tapes. The contractor will notify the Engineer when bottom of excavation is reached and obtain approval of completed excavation.
- B. Trenches for the cable ducts may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. The bottom surface of trenches shall be essentially smooth.
- C. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 600mm below finished grade, except when crossing under a roadway, the minimum depth shall be 900mm unless otherwise specified.
- D. The Contractor shall excavate all cable trenches to a width not less than 300mm. The trench shall be widened where more than two cables are to be installed parallel

in the same trench. Unless otherwise specified in the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

- E. When rock excavation is encountered, the rock shall be removed to a depth of at least 75mm below the required cable depth and it shall be replaced with bedding material of earth, red soil or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6mm) sieve. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All excavation shall be unclassified. Unclassified excavation will consist of the excavation of all material of whatever character encountered in the work.

8.2.1. Installation of Ducts

- A. 75mm inside diameter rigid PVC ducts shall be laid in the trenches for installation of the AGL cables. The ducts and fittings shall be schedule 40, suitable for use above ground, underground by direct burial or encasement in concrete
- B. All joints shall be solvent welded by means of cement that is or contains a solvent for polyvinyl chloride in accordance with the manufacturer's recommendation. The PVC conduit, fittings, and solvent shall be products of the same manufacturer to assure compatibility.
- C. The Contractor shall install the ducts at the approximate locations indicated on the drawings. The Engineer will indicate specific locations as the work progresses.
- D. All ducts shall be laid to slope toward transformer manholes for drainage. Slopes shall be at least 1mm per 400mm. On runs where it is not practicable to maintain the slope all one way, the ducts shall be sloped from the center in both directions toward manholes. Pockets or traps where moisture may accumulate shall be avoided.
- E. The installed ducts shall be provided with a 3mm nylon rope for pulling the permanent cables. Sufficient length shall be left in manholes or at the duct ends to prevent the drag line from slipping back into the conduit.
- F. The ducts shall be securely fastened in place during construction and progress of the work and shall be plugged to prevent seepage of grout, water, or dirt. Any duct section having a defective joint shall not be installed.
- G. All ducts, except steel conduit, installed under runways, taxiways, aprons, and other paved areas shall be encased in a concrete envelope.

8.2.2. Transformer Housing

- A. The series transformers shall be installed inside prefabricated metal transformer housings which shall be in compliance with FAA L-867 specification AC 150/5345-42B, and FAA E-1315.

- B. The transformer housings shall be installed outside paved areas at the approximate location as shown on the drawings.
- C. The dimensions of the transformer housings shall be minimum
- D. Provisions for conduit connections shall be provided to allow connection of underground conduit to the transformer housing. The number, size and location of the conduit connections shall be provided and must meet the requirements with which they are utilized. Conduit connections may include hubs, grommets, or other devices suited for the application.
- E. Grounding lugs shall be welded to the interior and exterior of each transformer housing
- F. A 19mm diameter drain shall be provided at the bottom of the transformer housing.
- G. The contractor shall clear, grade, and seed the area around the transformer housing for a minimum distance of 3m on all sides. The slope shall be not less than 4cm per metre away from the transformer housing in all directions.

8.2.3. **Cable Route Marking**

8.2.4. **Installation of AGL Cables**

- A. Prior to installation of cables, the Contractor shall run a mandrel through the ducts to ensure that the ducts are open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size.
- B. The Contractor shall swab out all ducts and clean the transformer manholes interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. All ducts and manholes left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts for use in this project are clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.
- C. The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made.
- D. Where more than one cable is to be installed in a duct, all cable shall be pulled in the conduit at the same time.
- E. The pulling of a cable through ducts may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the **cable manufacturer's recommendations**. A non-hardening cable-

pulling lubricant recommended for the type of cable being installed shall be used where required.

- F. The Contractor shall submit the recommended pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.
- G. The **manufacturer's minimum bend radius** shall apply.
- H. Cables shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

8.2.5. Installation of Counterpoise Cables

- A. A stranded bare copper wire, 16mm² minimum size, shall be installed for lightning protection of the underground cables. The bare counterpoise wire shall be installed in the same trench for the entire length of the insulated cables it is designed to protect, and shall be placed at a distance of approximately 100mm from the insulated cables.
- B. The counterpoise wire shall be securely attached to copper ground rods, using exothermic weld, and installed not more than 120m apart around the entire circuit. The ground rods shall be of the length and diameter not less than 240cm long and not less than 15mm in diameter.
- C. The counterpoise wire shall also be securely attached to each light fixture base, or mounting stake.
- D. The counterpoise system shall terminate at the power source. It shall be securely attached to the equipment grounding system.

8.2.6. Backfilling

- A. Prior to the laying of the cable ducts, the initial layer of backfill shall be 100mm thick (loose measurement), and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6mm) sieve. After the laying of the ducts, the second layer shall be backfilled to 100mm (loose measurement) above the top of the ducts and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6mm). These layers shall not be compacted.
- B. The third layer shall be 125mm thick (loose measurement) and shall contain no particles that would be retained on a 25mm sieve. The remainder of the backfill shall be excavated or imported materials and shall not contain stone or aggregate larger

than 100mm maximum diameter. The subsequent layers of the backfill shall not exceed 200mm in maximum depth (loose measurement). The third and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

- C. Trenches shall not be excessively wet and shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement. Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

8.2.7. Restoration

- A. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the trenching, storing of dirt, laying of ducts and other work shall be restored to its original condition.
- B. The restoration shall include any necessary topsoiling, fertilizing, liming, seeding, sodding, or mulching or as directed by the Engineer. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

8.2.8. Testing and Commissioning

- A. Factory acceptance testing is not required under this contract.
- B. The Contractor is required to furnish all necessary equipment and appliances for testing the underground cable circuits after installation. Testing will be as follows:
 - i. All circuits are properly connected as per drawings.
 - ii. All lighting, power and control circuits are continuous and free from short circuits.
 - iii. All circuits are free from unspecified grounds.
 - iv. Check that the insulation resistance to ground of all non-grounded series circuits is not less than 50 megohms.
 - v. Check that the insulation resistance to ground of all non-grounded conductors of multiple circuits is not less than 50 megohms.
 - vi. Test installations by operating the system continuously for at least ½ hour. During this period, change the intensity of variable intensity components to ensure proper operation. Test proper operation of any photocells. In addition, operate each control within the system at least 10 times.
- C. The Contractor shall record the test results in an approved test form in such a manner that the test reports can be used as the basis for future maintenance tests. Test methods and equipment shall be noted on the test sheets. The test protocols shall be submitted to the Employer in advance for approval

- D. Commissioning shall be carried out by the Contractor in the presence of the Employer

8.3. Training

8.3.1. Factory Training

Airfield Ground Lighting (AGL) Design and Maintenance Training

- A. Training of employer's personnel at the factory is required and shall be done by an approved AGL Training Institution at the Manufacturer's Factory.
- B. The Contractor shall arrange for formal airfield ground lighting design and maintenance training as provided by Airfield Lighting Company of UK or other approved equivalent. The training shall be for 2 Electrical Engineers and 5 Electrical Technicians for a minimum period of 15 days.
- C. The objective of the training shall be as follows:
- i. To provide a comprehensive overview of current Airfield Ground Lighting Systems and Layouts.
 - ii. To teach the needs and requirements of AGL luminaire maintenance and its necessities for compliance to relevant international standards at modern civil airfields.
 - iii. To teach delegates the most current and compliant AGL design layouts, sighting and luminaire positioning across modern airfields.
 - iv. For delegates to practice the best and most efficient maintenance practices and standards in how AGL Systems are installed and correctly maintained.
 - v. To teach the relevant statutory maintenance requirements (ICAO, FAA, and EASA) to which Airfield Ground Lighting is to be maintained on airfields.
 - vi. To teach delegates how to establish and prepare correct and efficient AGL maintenance programs.
 - vii. To carry out practical maintenance tasks on inset and elevated luminaires:
 1. Approach Lighting
 2. Threshold Lighting
 3. Runway Lighting
 4. Taxiway Lighting
 - viii. To carry out maintenance tasks, basic fault finding and the set up Constant Current Regulators (CCR's).
 - ix. To sight and calibrate PAPI units.
 - x. To teach the correct procedures for making Primary & Secondary AGL Cable Jointing.
 - xi. General Health & Safety Regulations when working on Airfield Electrical Circuits.

9. OPERATION AND MAINTENANCE MANUALS

Equipment operation and maintenance manuals shall be provided with each assembly shipped and shall include instruction leaflets, instruction bulletins and renewal parts lists where applicable, for the complete assembly and each major component.

10. SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATION

A. All deviations from the Technical Specification shall be filled in by the Bidder clause by clause in this schedule.

SECTION	SPECIFICATION	CLAUSE NO.	DEVIATION
Etc.			

B. The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification. The tenderer further confirms that in the event any other data and information presented in the tenderer's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the technical specifications, then the latter shall govern and will be binding on the tenderer for the quoted price.

Signature of Tenderer

SECTION VII: SCHEDULE OF DRAWINGS

The following is a list of drawings for this tender:

- a) Trenching Layout
- b) Ducts Layout
- c) AGL Circuits Layout
- d) Guidance Signs Layout
- e) Sections and Details Drawing

SECTION VII: BILLS OF QUANTITIES

Notes for preparing Bills of Quantities

I.0 Preamble to Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - i. Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
 - ii. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - iii. If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM).
- j) “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- l)
 - (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear-mounted, hydraulic ripper. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material
 - (b) Soft material shall be all material other than hard material.

2.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately;
and
- (b) when a Contract has been entered into, to provide a priced Bills of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bills of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other

circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bills of Quantities should be as simple and brief as possible.

3.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bills of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing or any other special characteristics may give rise to different methods of construction or phasing of the Works or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bills of Quantities.
- (ii) The brief description of the items in the Bill of Quantities should in no way modify or supersede the detailed descriptions given in the Contract drawings, Conditions of Contract and Specifications.
- (iii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bills of Quantities is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (ii) a percentage to be entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Provisional Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bills of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bills of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bills of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- (ii) Provisional Sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bill of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only Provisional Sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.
- (iii) Unless otherwise provided in the Contract, the Provisional Sums included in the Bills of Quantities should always be expended in whole or in part at the discretion of the Engineer after full consultation with the Employer.

e. Summary Page

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with Provisional Sums for

Dayworks, physical (quantity) contingencies, and price contingencies (upward price adjustment) where applicable.

REPLACEMENT OF AGL CABLES AND ACCESSORIES AT ELDORET INTERNATIONAL AIRPORT

SCHEDULE I - PRELIMINARIES AND GENERAL REQUIREMENTS

No	Description	Unit	Qty	Rate	Amount
1.1	Allow for provision of Performance Bond and Insurances	Sum	1		
1.2	Provide for setting up, mobilization and demobilization including profits and overheads	Sum	1		
1.3	Allow for provision of temporally office for the Project Supervision Team and a store for the contractor. <i>(The the facilities to revert to the employer after completion of works)</i>	Sum	1		
1.4	Allow for purchase of communication radios as indicated below <i>(Radios to revert to employer after completion of works)</i>				
1.4	a) Mobile Radios (vehicle mounted) as ICOM IC-A120 or approved equivalent mobile air band radio as per the specifications.	No	2		
1.4	b) Portable Radios (Hand held) as ICOM IC-A25 or approved equivalent air band radio and as per specifications.	No	4		
1.5	Allow for purchase of mobile phones for the project supervision team iPhone S11 or approved equivalent and as per specifications.	No	6		
1.6	Safety equipment to be used to secure works during the project duration: Safety tapes, LED Red Bacons, Markers, Safety cones, Vehicle bacons, vehicle reflective tapes	Sum	1		
1.7	Safety Wear and Accessories for project team and project visitors: Safety Boots, Gum Boots, Reflective Jackets (printed), Ear muffs etc	No	16		
1.8	Provide for hiring a vehicle with a driver for exclusive use by the project team: 4WD Double Cabin Pick-Up, Minimum Engine Capacity: 2400cc Petrol with mileage Less than 10,000km	Weeks	40		

I.9	Maintain the vehicle per kilometers travelled inclusive of fuels, lubricants, tyres and additional servicing, all in accordance with the Specifications.	Km	60,000		
I.10	Allow for provision of stationery, printer and printing material, photocopying and filing materials for the supervision team.	Weeks	40		
I.11	Allow for photography of project progress and storage of photos for the entire project period	Weeks	40		
I.12	Allow for provision of airtime for the project team for the period of the project.	Weeks	40		
	SUBTOTAL FOR SCHEDULE I.0				

SCHEDULE 2: AGL CABLES

No	Description	Unit	Qty	Rate		Amount
				Supply	Install	
2.1	<u>PRIMARY CABLES</u>					
	NOTE: All cables to be Rodent and Termite Resistant					
2.1.1	<u>RUNWAYS</u>					
	6 mm², copper core, XLPE insulated Primary Cables including all cable joints where required, all Tags and Markers for:					
	(a) Runway 08-26 Edge Lights (2 x Circuits from main substation)	M	18,500			
	(b) RWY 08 Approach Lights (2 x Circuit from the main substation)	M	10,200			
	(c) RWY 08 PAPI Lights (1 x Circuit from the main substation)	M	2,250			
	(d) RWY 26 PAPI Lights (1 x Circuit from the main substation)	M	8,200			
	(e) RWY 08 Threshold / End Lights and RTIL (1 x Circuit from the main substation)	M	3,250			
	(f) RWY 26 Threshold / End and RTIL (1 x Circuit from the main substation)	M	7,200			
	(g) Runway Guard Lights on all Intersections between Runways and Taxiways (1 x Circuit from the main substation)	M	2,600			
2.1.2	<u>TAXIWAYS</u>					
	(a) Taxiway Edge Lights for Taxiway "A" (1 x Circuit from the main substation)	M	2,850			
	(b) Taxiway Edge Lights for Taxiway "B" (1 x Circuit from the main substation)	M	3,200			

	(c) Primary Cable Connector kits	No	350			
2.1.3	<u>GUIDANCE SIGNS</u>					
	Guidance Signs (1 x Circuit from the main substation)	M	9,500			
2.2	<u>SECONDARY CABLES</u>					
2.2.1	<u>RUNWAYS</u>					
	4 mm², copper 2- core, XLPE insulated Secondary Cables as follows:					
	(a) Runway 08-26 Edge Lights	M	2,500			
	(c) RWY 08 Approach Lights	M	2,500			
	(d) RWY 08 PAPI Lights	M	150			
	(e) RWY 26 PAPI Lights	M	150			
	(f) RWY 08 Threshold / End Lights and RTIL	M	560			
	(g) RWY 26 Threshold / End and RTIL	M	360			
2.2.2	<u>TAXIWAYS</u>					
	(a) Taxiway Edge Lights for Taxiway "A"	M	400			
	(b) Taxiway Edge Lights for Taxiway "B"	M	400			
2.2.3	<u>GUIDANCE SIGNS</u>					
	Guidance Signs	M	200			
2.2.4	Secondary Cable connectors	No	360			
2.3	<u>EARTHING SYSTEMS</u>					
	Complete earthing systems including all conductors, connectors, clamps, joints and all other materials to provide complete and reliable earthing systems for the following:					
2.3.1	<u>Runways</u>					
	-					
	(1) 16 mm ² Bare Stranded Copper Earth Conductor to be laid above the Primary Cables as specified	M	20,000			
	(2) 1.2 metre Earthing Electrode for each Manholes and every 2 Deep cans	No	360			
	(3) 4 mm ² Bare Stranded Copper Earth Conductor to be laid above the secondary Cables between the light fitting and transformer as specified	M	6,000			

2.3.2	Taxiways					
	-					
	(1) 16 mm ² Bare Stranded Copper Earth Conductor to be laid above the Primary Cables as specified	M	4,500			
	(2) 1.2 metre Earthing Electrode for each Manhole and deep cans	No	40			
	(3) 4 mm ² Bare Stranded Copper Earth Conductor to be laid above the secondary Cables between the light fittings and transformer as specified	M	750			
2.3.3	Guidance Signs					
	(1) 16 mm ² Bare Stranded Copper Earth Conductor to be laid above the Primary Cables as specified	M	2,500			
	(2) 1.2 metre Earthing Electrode for each Manhole	No	10			
	(3) 4 mm ² Bare Stranded Copper Earth Conductor to be laid above the secondary Cables between the light fitting and transformer as specified	M	250			
2.4	CABLE MARKERS AND MARKING TAPE					
	(a) Yellow Cable Marking Tape (Plastic Strip) for laying over primary cable	M	25,000			
	(b) Cable markers for marking the route of the primary cable between substation and the Runway.	No	50			
	SUB-TOTAL FOR SCHEDULE 2.0					

SCHEDULE 3: AGL FITTINGS

No	Description	Unit	Qty	Rate		Amount
				Supply	Install	
3.1	<u>TRANSFORMER HOUSING (DEEP CANS)</u>					
	Deep Can complete for mounting Lights as Follows:					
	(a) 600 mm Deep for Runway 08 Elevated Approach lights	No	120			
	(b) 600 mm Deep for Runway Edge Lights for semi-flush mounted lights	No	120			
	(c) 600 mm Deep for semi-flush Threshold and End Lights for runway 08 and 26	No	48			
	(d) 600 mm Deep for PAPI Lights for runway 08 and 26	No	8			
	(e) 600 mm Deep for Semi-flush and Elevated Taxiways Edge Lights for TXWs A and B,	No	40			
	(f) 600 mm Deep for Runway Threshold Identification Lights (RTIL) for Runways 26	No	2			
	(g) 600 mm Deep cans for Guidance Signs	No	6			
	(i) Epoxy for sealing Deep Cans to be encased in concrete - Quantity per deep can	No	360			
3.2	<u>ISOLATING SERIES TRANSFORMERS</u>					
	Series Transformers Complete as follows:					
	(a) 200 Watt suitable for Convectional Elevated Approach Lights suitable for RWY 08	No	120			
	(b) 100 Watts suitable for Convectional Runway Threshold/End Lights for RWY's 08 & 26	No	48			

	(c) 100 Watts suitable for Convectional Runway Edge Lights for RWY's 08/26	No	120			
	(d) 200 Watt suitable for PAPI Lights on Runways 08 & 26	No	8			
	(e) 45 Watt Suitable for Convectional Elevated Taxiway edge Lights	No	40			
	(f) Correct Wattage Transformer suitable for the following guidance signs:					
	i. Guidance sign less than 1500mm width	No	4			
	ii. Guidance sign 1600 - 2000mm width	No	3			
	iii. Guidance sign 2000 - 2500mm width	No	3			
	SUBTOTAL FOR SCHEDULE 3.0					

SCHEDULE 4: CIVIL WORKS

No	Description	Unit	Qty	Rate		Amount
				Supply	Install	
4.1	DUCTS AND SLEEVES					
	-					
	Installation of the following HDPE Ducts and sleeve pipes:					
4.1.1	32 mm Diameter HDPE pipes from Deep Cans and Manholes to Lighting Fittings					
	(a) Runway Lights	No	4,000			
	(b) Taxiway Lights	No	800			
	(c) Guidance Signs	No	200			
4.1.2	75 mm Diameter HDPE pipes to carry the primary cables for:					
	(a) Runway Edge Lights	M	16,200			
	(b) Runway Threshold/ End Lights	M	6,600			
	(c) Runway Approach Lights	M	4,000			
	(d) Runway PaPI Lights	M	4,200			
	(e) Taxiway Edge Lights and Guidance Signs	M	4,500			
4.1.3	100 mm Diameter HDPE pipes:					
	(a) 100 mm Diameter HDPE Pipes to be installed underneath Threshold/End complete with 50 mm T-off T-pieces for lights and suitable Couplings	M	250			
	(b) 100 mm Diameter HDPE Pipes to be installed at Approach Cross Bar Lights between Deep Cans and the manholes, complete with suitable Couplings	M	960			

	(d) 100 mm diameter Double wall, corrugated and flexible HDPE pipes for the following Taxiway and Road Crossings, including the supply of suitable Couplings:	M	1,500			
4.2	DUCT CROSSINGS					
	Installation of Ducts/ Pipes encased in concrete for cable crossings on Taxiways and Runways as follows (Installation and concrete works only):					
	TAXIWAYS AND ROADS					
	(1) 12 x Ducts per crossing (3x layers), 1.2 Metre wide and 0.8 Metre deep for taxiway crossing - see drawing	No	5			
	(2) 16 x Ducts per crossing (3x layers), 1.2 Metre wide and 1.0 Metre deep for road crossing - see drawing	No	3			
4.3	EXCAVATIONS					
4.3.1	Excavations for Duct Crossings, backfilling and compaction in accordance with the specification for Taxiways and Roads as follows:					
	(1) 2000 mm wide and 1500 mm deep - 12 crossings					
	(a) Soft	CM	350			
	(b) Intermediate	CM	225			
	(c) Hard	CM	145			
4.3.2	Excavations for Ducts Carrying Primary and Secondary Cables:					
	(2) 450 mm wide and 600 mm deep					
	(a) Soft	CM	3,000			
	(b) Intermediate	CM	750			
	(c) Hard	CM	500			

4.4	MANHOLES					
	Building of Manholes complete, including all excavations required, backfilling and removal of excess materials, sealing of pipes, all as per the specification and drawings of:					
	(1) Manhole Type "1" - (600 x 600 x 600)	No	20			
	(2) Manhole Type "2" - (1200 x 1200x1200)	No	10			
	(3) Manhole Type "3" - (1200 x 1200x1500)	No	15			
	(4) Manhole Type "4" - (1500 x 1200x1500)	No	5			
	SUBTOTAL FOR SCHEDULE 4.0					

SCHEDULE 5: SUPPLEMENTARY ITEMS

No	Description	Unit	Qty	Rate Supply	Amount
5.1	As-built drawings showing all installed elements in both hard copy and soft copy	Sum	1		
5.2	Supply AGL Tool Box with cable preparation, jointing and fastening tools including armored cables	No	2		
5.3	Supply a Powered Underground Cable Locating tool (for both active & inactive cables) to a precision of 0.005m and to a depth of at least 2000mm	No	1		
5.4	Supply a Distance Measuring Wheel - metric units	No	2		
5.5	Supply cable pulling equipment each of 9mm diameter 500m length as by cobra or equivalent	No	1		
5.6	Insulation resistance Tester as Fluke 1555C or approved equivalent	No	1		
5.7	RMS Flexible Wireless Clamp Meter as Fluke 3000FC	No	3		
5.8	Provisional Sum for Factory Training for 2 Engineers and 5 Technicians for a period of 15 days by an International AGL Training Institution on Design and Maintenance of modern AGL Systems. This shall be as per training specifications attached in section VI	Sum	1	3,600,000	3,600,000
SUBTOTAL FOR SCHEDULE 5.0					

SUMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT
1.0	PRELIMINARIES & GENERAL REQUIREMENTS	
2.0	AGL CABLES	
3.0	AGL EQUIPMENT	
4.0	CIVIL WORKS	
5.0	SUPLEMENTARY ITEMS	
6.0	TOTAL FOR WORKS	
7.0	ADD 5% CONTIGENCY	
8.0	ADD 16% VAT	
	TOTAL TENDER SUM	

Total tender sum in words: Kenya Shillings

_____ Cents _____

(Bidder's Signature) _____
(Date)

For and on behalf of: _____

Witness: _____ Date: _____

Address: _____

Official Seal/Stamp:

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

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for **One hundred 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 One Million (Kshs. 1,000,000/=)
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
Cash flow estimate to be submitted	14.3	Not later than 14 days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs. 10,000,000/=
Period for commencement, from the Engineer's order to commence	41.1	14 days
Time for completion	43.1	40 Weeks
Amount of liquidated damages	47.1	Kshs. 55,000/= per day
Limit of liquidated damages	47.1	10% of Contract Value
Defect Liability period	49.1	12 Months
Percentage of Retention	60.5	10% of Interim Payment Certificate
Limit of Retention Money	60.5	5 % of Contract Price
Minimum amount of interim certificates	60.2	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.8	30 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	30 days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: The Managing Director, Kenya Airports Authority, P.O. Box 19001 – 00501 <u>NAIROBI</u> The Engineer's address is: General Manager (P&ES), Kenya Airport Authority, P.O. Box 19001 – 00501 <u>NAIROBI</u>

Signature of Tender.....

Date.....

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the

Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: _____ [name of Contract]

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

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

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

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
.....
- 3. Telephone number (s) of tenderer
.....
- 4. 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 I 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 I – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

* Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

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

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

SCHEDULE OF MATERIALS (BASIC PRICES)
(Ref: Clause 70 of Conditions of Contract)

MATERIAL	UNIT	PRICE (UNIT RATE)	COUNTRY OF ORIGIN
Stainless Steel - 100mm Dia	M		
Stainless Steel - 75mm Dia	M		
PVC Ducts – 50mm Dia	M		
PVC Ducts – 75mm Dia	M		
PVC Ducts – 100 mm Dia	M		
HDPE Pipes – 50mm Dia	M		
HDPE Pipes – 150mm Dia	M		
Micro-tunneling to a depth of 1500mm and Encasing using 150mm Dia HDPE Pipe	M		
Micro-tunneling to a depth of 1000mm and Encasing using 150mm Dia HDPE Pipe	M		
7.5 KVA CCR as per specifications)	No		
10 KVA CCR as Per Specifications	No		
15 KVA CCR as Per Specifications	No		
20 KVA CCR as Per Specifications	No		
30 W Series Transformer as per specifications	No		
Cutting of Asphalt surface to a depth of 150mm and reinstatement	SM		

I certify that the above information is correct.

.....
 (Title)

.....
 (Signature)

.....
 (Date)

The prices inserted above shall be those prevailing at the time submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted DDP Eldoret as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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: REPLACEMENT OF AGL CABLES AND ACCESSORIES
AT ELDORET INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/EIA/0089/2019-2020

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: _____