



**THREE YEARS MAINTENANCE SERVICES FOR
BAGGAGE HANDLING SYSTEM FOR
TERMINALS 1A AT
JOMO KENYATTA INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/JKIA/0170/2023-2024

FEBRUARY 2024

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INVITATION TO TENDER

TENDER NO. KAA/OT/JKIA/0170/2023-2024

Date: 6th February 2024

CONTRACT NAME: THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINALS 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT.

1. **Kenya Airports Authority** invites sealed tenders for **THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINALS 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT.**
2. Tendering will be conducted under open (National competitive) method using a standardized tender document.
3. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website (www.kaa.go.ke). Tenderers who download the tender document must forward their particulars immediately to tenders@kaa.go.ke, 6611000 and P.O Box 19001- 00501 Nairobi) to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a tender security of **Kshs. 700,000.00** valid for **156 days** from the date of tender opening/closing as provided in the tender data sheet and section 3 of the tender document on evaluation.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. The tender shall be submitted online on or before **22nd February 2024 at 11.00 am**. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login submission screen (*On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"*). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>. Bidders shall not attach their documents in the Collaboration Folder.
8. The tenders will be opened online immediately on **22nd February 2024 at 11.00** at the Conference Room, 2nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to you after you have submitted your tender online and would wish to participate in the tender opening. You shall therefore be required to submit your email address to tenders@kaa.go.ke to enable them access this link during the tender opening.
9. Late tenders will be rejected.
10. The addresses referred to above are:
 - A. **Address for obtaining further information and for purchasing tender documents**
 1. Name of Procuring Entity – KENYA AIRPORTS AUTHORITY
 2. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department
 3. Postal Address – P.O Box 19001 – 00501 Nairobi
 4. Officer to be contacted – General Manager, Procurement and Logistics,
 5. Email: tenders@kaa.go.ke

PART I - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the delivery of Maintenance Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT procurement are specified in the **TDS**.

2. Definitions

2.1 Throughout this tendering document:

- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the contract.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage – Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the contract being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.5 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of an association or subcontracting arrangement or a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Maintenance services that are the subject of the Tender; or
 - f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) Would be providing goods, works, or maintenance services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) Has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the electronic address info@ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts I, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART I: Tendering Procedures

- i) Section I-Instructions to Tenderers (ITT)
- ii) Section II-Tender Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria

- iv) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V- Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI- General Conditions of Contract (GCC)
- vii) Section VII- Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 6.2 The Invitation to Tender (ITT) or the notice to prequalify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11. Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12. Language of Tender

12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 14;
- b) **Schedules:** Schedules or Requirements and priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;

- d) **Alternative Tender:** if permissible in accordance with ITT 15;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i) Any other document required **in the TDS.**

13.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested.

15 Alternative Tenders

15.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16 Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 13.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included

in the total Tender price submitted by the Tenderer.

16.7 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

17 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18. Documents Establishing Conformity of Services

18.1 To establish the conformity of the Maintenance services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Maintenance services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility in accordance with ITT 4.

19.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 In the event that prequalification of Tenderers has been undertaken as stated in the **TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 18.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) If the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19.11 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the

- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. The Procurement Entity shall also return tender security to the tenderers where;
- The procurement proceedings are terminated
 - All tenders were determined non-responsive and
 - Where a bidder decline to extent the tender validity period.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - if the successful Tenderer fails to:
 - sign the Contract in accordance with ITT 45; or
 - furnish a performance security in accordance with ITT 46.
- 21.8 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 12.2.
- 21.9 If a Tender Security is not required in the **TDS**, pursuant to ITT 20.1, and
- if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - if the successful Tenderer fails to:
 - sign the Contract in accordance with ITT 45; or
 - furnish a performance security in accordance with ITT 46;
- the Procuring Entity may, if provided for in the **TDS**, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated in the **TDS**.
- ## 22. Format and Signing of Tender
- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender 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. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

23.2 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will be rejected.

24. Deadline for Submission of Tenders

24 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

25 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

26.2 prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.3 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) Any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the opening registers shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

22.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer

wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Maintenance services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.4 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in

32. Arithmetical Errors

- 32.1 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.
- 32.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
- 32.3 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail,

33. Conversion to Single Currency

- 33.1 For evaluation and comparison purposes, conversion of the currency (ies) of to a single currency preference shall not apply.

34. Margin of Preference

- 34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.
- 34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise if not so stated, the invitation will be open to all tenderers.

35. Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 15.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;
 - d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including

36. Comparison of Tenders

- 36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering processor (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Unbalanced and/or Front-Loaded Tenders

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- I. Accept the Tender; or
 - II. Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - III. agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - IV. reject the Tender.

39. Qualification of the Tenderer

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

41 Award Criteria

- 41.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42. Notice of Intention to enter into a Contract/Notification of award

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
- The name and address of the Tenderer submitting the successful tender;
 - The Contract price of the successful tender;
 - a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - the expiry date of the Stand still Period; and
 - instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

44. Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. .2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Most Advantageous Tender.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with the proposed Adjudicator, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50. Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint areas specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT Reference	A. General
ITT 1.1	<p>The reference number is: Tender No. KA/OT/JKIA/0170/2023-2024</p> <p>The Procuring Entity is: Kenya Airports Authority</p> <p>The name of the ITT is: THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINALS 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT.</p>
ITT 2.1 (a)	<p>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process:</p> <p>Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/</p>
3.4	<p>The firms (if any) that provided consulting services for the contract being tendered for are Not Applicable</p>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: [2]
ITT 4.12	The Procuring Entity may require tenderers to be registered with National Construction Authority (NCA Category 5) .
	B. Contents of Tendering Document
ITT 8.1	<p>Pre-Tender Meeting and Site Visit:</p> <p>It shall be held on 16th February 2024 at 10.00 am at JKIA Conference Room located at the Rooftop Parking Garage, NAIROBI</p>
ITT 9.1	<p>For Clarification of Tender purposes only, the Procuring Entity's address is:</p> <p>Attention: General Manager, Procurement & Logistics</p> <p>Postal Address: P.O. Box 19001-00501 Nairobi, Kenya</p> <p>Physical Address: [Nairobi, KAA HQS, 2nd Floor KAA Headquarters</p> <p>Telephone: +254 (020) 6611000</p> <p>Electronic mail address: tenders@kaa.go.ke</p> <p>Request for clarification should be received by the Procuring Entity no later than: three (3) days before the closing/opening date.</p>
	C. Preparation of Tenders

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: Documents as provided in the evaluation and qualifications criteria as specified in Section III.
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted.
ITT 15.3	Alternative technical solutions shall not be permitted.
ITT 16.7	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 19.3	Prequalification “has not” been undertaken.
ITT 20.1	The Tender validity period shall be <u>126</u> days from the date of tender closing/Opening.
ITT 21.1	<p>The tender security shall be required of Kshs. 700,000.00 valid for 156 days from the date of tender opening/closing.</p> <p>The tender security shall be in any of the following forms:</p> <ol style="list-style-type: none"> cash or banker's cheque, or a bank guarantee, or guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or Letter of credit <p>Bidders are required to note the following:</p> <p>(i) Those who have obtained a digital tender security must provide it online with their tender document in the KAA portal. The digital tender security must have a mechanism to verify such as use of quick response (QR) code or an online portal. They do not need to provide a hard copy of the tender security physically.</p> <p>(ii) Those who do not provide a digital tender security as per (i) above will be required to submit an original Tender Security physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters, 2nd Floor on or before the closing/opening date and time.</p>
ITT 22.1	<p>Completed Tender documents and its attachments must be submitted online using the following link https://suppliers.kaa.go.ke/irj/portal before the closing date. All relevant submission documents must be attached on the login submission screen (On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click “Tech Bid” subfolder and create attachments. “Caution Do not attach your documents on the collaboration folder”). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/</p> <p>Completed tender document and its attachment shall be submitted online before the closing date 22nd February, 2024 at 11.00 am.</p>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of the power of attorney certified by Commissioner of Oaths.

Reference ITC Clause	to	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
		D. Submission and Opening of Tenders
ITT 24.1		<p>The deadline for Tender submission is:</p> <p>Date: 22nd February, 2024</p> <p>Time: 11.00 am</p> <p>Tenders must be submitted electronically.</p> <p>The electronic Tender submission procedures shall be:</p> <p>All relevant submission documents must be attached on the login submission screen (On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/.</p>
ITT 27.1		Tenders will be opened online immediately on 22nd February 2024 at 11.00 am at the Conference Room, 2 nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall submit their tenders online and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to tenders@kaa.go.ke to enable them access this link during tender opening
ITT 27.6		The Form of Tender and Price Schedules shall not be initialed by representatives of the Procuring Entity conducting Tender opening since the tender must be submitted online
E. Evaluation and Comparison of Tenders		
ITT 34.1		Margin of preference shall be allowed only as per Provision of PPADA 2015.
F. Award of Contract		
ITT 47		The Performance Security shall be 10% of the contract sum.
ITT 49.1		The Adjudicator proposed by the Procuring Entity is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____ N/A
ITT 50.1		<p>The procedures for making a Procurement-related Complaint shall be carried out as per the Public Procurement and Asset Disposal Act (PPADA) 2015 and its Regulations PPADR 2020 and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and 2. The Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete *in all* aspects in meeting the requirements of “*Part 2–Procuring Entity's Services Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

PART I -PRELIMINARY EVALUATION

NO	REQUIREMENT	COMPLIANCE
1.	Duly filled, signed and stamped form of tender including the following areas: <ul style="list-style-type: none"> Not having been declared ineligible by the PPRA as described in ITT 4.6 No conflicts of interest in accordance with ITT4.3 	Must Meet
2.	<p>The tender security shall be required of Kshs. 700,000.00 valid for 156 days from the date of tender opening/closing.</p> <p>The tender security shall be in any of the following forms:</p> <ol style="list-style-type: none"> cash or banker's cheque, or a bank guarantee, or guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or Letter of credit <p>Bidders are required to note the following:</p> <p>(i) Those who have obtained a digital tender security must provide it online with their tender document in the KAA portal. The digital tender security must have a mechanism to verify such as use of quick response (QR) code or an online portal. They do not need to provide a hard copy of the tender security physically.</p> <p>(ii) Those who do not provide a digital tender security as per (i) above will be required to submit an original Tender Security physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters, 2nd Floor on or before the closing/opening date and time.</p>	Must Meet
3.	Copy of certificate of Registration/Incorporation or partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya. (In-case of joint venture all parties must submit)	Must Meet
4.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships.	Must Meet
5.	A valid KRA Tax Compliance Certificate. (In-case of joint venture all parties must submit)	Must Meet
6.	Valid Trade License/Business permit in the county of operation. (In-case of joint venture all parties must submit).	Must Meet
7.	Tender Document to be sequentially serialized from the first to the last page including all the attachments in numerical digits' format. All blank pages must clearly marked " BLANK ".	Must Meet
8.	Duly filled and signed Confidential Business Questionnaire form in the format provided in the tender document (In-case of joint venture all parties must submit)	Must Meet
9.	Submission of dully filled Qualification forms <ol style="list-style-type: none"> Form Personnel Form ELI 1.2 & 1.2 (<i>for Joint Venture</i>) Tenderer Information Form Form Con -2 Form Fin 3.1, 3.2, 3.3, & 3.4 	Must Meet

	vi. Form Exp 4.1, 4.2 (a) & 4.2 (b)	
10.	Duly filled Certificate of Independent Tender Determination (In-case of joint venture all parties must submit)	Must Meet
11.	a) Duly filled self-Declaration that the Person/Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015. (In-case of joint venture all parties must submit)	Must Meet
12.	b) Duly filled and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice. (In-case of joint venture all parties must submit)	Must Meet
13.	c) Duly filled Declaration and commitment to the Code of Ethics (In-case of joint venture all parties must submit)	Must Meet
14.	Copy of CR12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR12 of such a company shall be provided. This requirement is not applicable to sole proprietorships and partnerships. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.	Must Meet
15.	Copies of the following documents as proof of access to liquid assets of not less than: -KES 200 million This shall be evidenced by any of the following: a) Letter of line of credit from approved financial institution specific to this Tender and indicating the amount available. b) Overdraft facility from a commercial bank specifically for this Tender and indicating the amount to be availed. c) Current bank statement for the last six months d) Or a combination of the above	Must Meet
16.	A copy of valid registration certificate issued by the National Construction Authority (NCA4) or higher for Mechanical and Electrical works. The registration certificate must be accompanied by a valid practicing license at the time of closing of tender.	Must meet
17.	A copy of valid weight and measures License Category type three(3).	Must meet
18.	Attendance of site visit by technical staff of the bidder who will be part of the project implementation team submitted as key personnel. The bidder is required to submit the site attendance sheet signed by KAA Engineer(s) representative at the site meeting.	Must Meet
19.	Valid copy of Original Equipment Manufacturer Authorization letter i.e. (Vanderlande Industries BV or Equivalent).	Must Meet

NOTE:

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

STAGE 2 - TECHNICAL EVALUATION

NO.	REQUIREMENT	COMPLIANCE
I.	Bidders to demonstrate experience either in installation or maintenance of Baggage Handlings Systems or Industrial Conveyor Lines or Security Screening Equipment in a busy manufacturing environment. <i>Proof shall be in form of completion certificates signed by the clients in at least three (3) successfully completed projects in the last five (5) years with an average value of KES 200 Million.</i>	Must Meet

2.	<p>Qualifications and technical experience of Key personnel to manage and execute the works on the site.</p> <p>One (1) Project Manager The Project Supervisor shall have a Bachelor of Science in Mechanical Engineering and be Registered with Engineering Body of Kenya and with a valid practising license. The project Manager MUST further possess the below:</p> <ol style="list-style-type: none"> Ten (10) years' post qualification experience five (5) of which must be in installations, maintenance and repairs of fixed plants and mechanical systems. Must be a corporate member of Institute Engineers of Kenya (IEK) with valid standing orders. <p>Four (4) Supervisors.</p> <ol style="list-style-type: none"> 1 No. Supervisor with Diploma in Mechanical Engineering with Five (5) years' experience two (2) of which must have been in maintenance of electro-mechanical systems 1 No. Supervisor with Diploma in Electrical Engineering with Five (5) years' experience two (2) of which must have been in maintenance of electro-mechanical systems 1 No. Supervisor with Diploma in Instrumentation and controls/Electronics Engineering with Five (5) years' experience two (2) of which must have been in maintenance of electro-mechanical systems. 1 No. Supervisor with Diploma in Software Systems Engineering. Five (5) years' experience two (2) of which must have been in maintenance of electro-mechanical systems. <p>NOTE: Bidders to provide the following:</p> <ol style="list-style-type: none"> Duly filled Form PER -2- in the standard forms for the proposed staff. Written commitment on the availability of key personnel for this contract. Copies of academic certificates certified by Commissioner of Oaths & Notary Public and copies of the CVs endorsed by authorized persons as per the written power of attorney. 	Must Meet
3.	<p>Bidders to demonstrate proof of annual turnover of not less than KES 100 million</p> <p>The above shall be demonstrated by way of Certified copies of audited financial statements incorporating balance sheets (statements of financial position), profit and loss statements (statements of comprehensive income) and cash flow statements for any of the last three consecutive years (2019, 2020, 2021,) or (2020,2021,2022) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK By-Law No. 38"</p>	Must Meet
4.	<p>Methodology and structure:</p> <ol style="list-style-type: none"> Bidders to provide Proposals on Staffing and Organization structure for the project Bidders to provide Methodology to achieve the project objective. 	Must Meet

NOTE:

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

further.

Part III - Financial Examination Criteria - Evaluation of the following financial information against Tender Requirements and Specifications:

This will include the following: -

1. Confirmation that the Bill of Quantities is duly completed and signed and is in original KAA Format-**Must meet**
2. Dully filled and signed Form of Tender

The tender shall be awarded to the lowest evaluated bidder.

Bidders are hereby notified that **due diligence shall be carried out on authentic information** provided by the bidder. Any false information provided will lead to automatic disqualification irrespective at any stage of the procurement process or contract execution.

3. **Tender Evaluation (ITT 34) Price evaluation:** in addition to the criteria listed in ITT 34.2 (a)–(d) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows: **N/A**
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: **N/A**
- iii) **Other Criteria**; if permitted under ITT 34.2 (e): _____

4. **Multiple Contracts**

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5. **Alternative Tenders (ITT 14)**

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. Margin of Preference

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A*: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B*: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract award (ITT 38.1), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of prequalification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings _____.
 - ii) Minimum average annual services turnover of Kenya Shillings _____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ [insert of year] years.
 - iii) At least _____ (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as _____
 - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable] _____
 - iv) Other conditions depending on their seriousness.
 - a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last_____(*specify years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

I. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.*
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:

Tender No. KAA/OT/JKIA/0170/2023-2024 THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT.

Alternative No.:N/A

To: Kenya Airports Authority

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;
- d) **Conformity:** We offer to provide the Maintenance services in conformity with the tendering document of the following: *[insert a brief description of the Maintenance services];*
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

*Option 1, In case of one lot: Total price is: **[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];***

Or

*Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];**

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]**
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];**

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from____(specify website) during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

- (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
- (ii) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
- (iii) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **“Appendix I- Fraud and Corruption”** attached to the Form of Tender.

Name of the Tenderer: *.....

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

Title of the person signing the Tender:

Signature of the person named above:

Date signed..... **day of**.....*month*, *year*

i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	Kenya Airports Authority
2	Reference Number of the Tender	KAA/OT/JKIA/0170/2023-2024
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent)_____

Issued Kenya Shillings (Equivalent)_____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in.....(*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the **Kenya Airports Authority** for: **CAA/OT/JKIA/0170/2023-2024 THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT** in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

(iii) SELF-DECLARATION FORMS

FORM SD I

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows: -

- 1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No. KAA/OT/JKIA/0170/2023-2024 THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT** and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident
of.....in the Republic of.....do hereby
make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (insert name of the Company) who is a Bidder in respect of **Tender
No. KAA/OT/JKIA/0170/2023-2024 THREE YEARS MAINTENANCE SERVICES FOR
BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO KENYATTA
INTERNATIONAL AIRPORT** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....
(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (person) on behalf of **(Name of the Business/Company/Firm)**
.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....



CERTIFICATE OF BIDDER SITE VISIT

This is to certify that,
(Name of bidder or his representative)

Of the firm,
(Name of firm bidding)

In the company of,
(Name of KAA representative)

In regard to: **THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR
TERMINAL 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/JKIA/0170/2023-2024

Having previously studied the tender document, I have carefully examined the scope and that:

- I. I further satisfy that am satisfied with the description of the equipment and the explanations given by the client's representative and that I understand perfectly the requirement to be done as specified and implied in the execution of the contract.

On behalf of Bidder

Signed.....

Date.....

On behalf of Client

Signed.....

Date.....

iv) APPENDIX I-FRAUD AND CORRUPTION

(Appendix I shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2 TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Tender submission].

ITT No.: _____ [insert number of Tendering process]

Alternative No.: _____ [insert identification No if this is a Tender for an alternative]

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
8. Included are the organizational chart and a list of Board of Directors.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date..... *[insert date (as day, month and year) of Tender submission]*

ITT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart and a list of Board of Directors.

FORM OF TENDER SECURITY-[Option I–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER - SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....[date (as day, month and year)] ITT

No.:.....[number of Tendering process] Alternative

No.:.....[insert identification No if this is a Tender for an alternative]

To:.....[complete name of Procuring Entity] We,

the undersigned, declare that: We understand

that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer*_____

_____ Name of the person duly authorized to sign the Tender on

behalf of the Tenderer**_____

_____ Title of the person signing the Tender_____

_____ Signature of the person named above_____

_____ Date signed_____ day of_____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

QUALIFICATION FORMS

2 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

3. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

4 FORM PER-1 Tenderer's/Contractor's

Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Tenderer's/Contractor' Representative and Key Personnel.

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

5. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer _____

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration

I, the undersigned..... *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

6. FORM EL I -I.I

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
I. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors.

7. FORM ELI - I.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>I. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart and a list of Board of Directors.</p>

8 FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation

History. Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]

9. FORM FIN –3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

6.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

15. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements² for the _____ years required above; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

16 FORM FIN –3.2:

Average Annual Construction Turnover

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

17. FORM FIN -3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

18. FORM FIN -3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

19. FORM EXP - 4.I

General Relevant Work Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

20. FORM EXP - 4.2 (a)

Specific Work and Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

21. FORMEXP- 4.2 (b)

Work Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

I. Key Activity No One:

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

2 Activity No. Two

3.

³If applicable

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column I of the **Activity Schedules** shall coincide with the List of Maintenance services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

The Specifications and Priced Activity Schedules

Date: _____,

ITT No: _____,

Alternative No: _____

	2	3	4	5	6	7
Service Line/ Package	Description of Services	Units	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
Item	THREE YEARS MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO KENYATTA INTERNATIONAL AIRPORT	<i>[Insert number of such services required].</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
BHS TB&C	Maintenance for Buggage Conveyor belts, rubberizing and rebuilding of idle and end rollers. Replacement for conveyor belts and other parts on need basis	EA	Within Six months after contract signing	ITEM		
	Flat Return idle roller	EA	Within Six months after contract signing	10		
2	Motorized rollers for the check-in counters	EA	Within Six months after contract signing	10		
3	FEMA Type weighing scale display unit with control board	EA	Within Six months after contract signing	10		
4	Smooth type conveyor belt 100 meters length ,width 900mm & thickness 3mm.	EA	Within Six months after contract signing	1 Roller		
5	Grip-Top Converyor belt 100 meters length with a width of 900mm & thickness 3mm	EA	Within Six months after contract signing	1 Roller		
Total Tender Prices (Not to be transferred to the form of tender)						

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

1. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment inputs].

4. OTHERS – TIME SCHEDULE

(to be used by Tenderer when alternative Time for Completion is invited in ITT 14.2)

5. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

I) For the attention of Tenderer's Authorized Representative Name:*[insert Authorized Representative's name]*

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:*[insert the name of the Procuring Entity]*

Contract title:*[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*.

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

(i) The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

(ii) Other Tenderers **[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

Name of Tenderer	Tender price	Evaluated price (if applicable)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

2) How to request a debriefing.

DEADLINE: The deadline to request a debriefing expires at midnight on **[insert date]** (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

Email address:[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

3) How to make a complaint?

Period: Procurement-related Complaint challenging the decision to award shall be submitted by **[insert date and time]**.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position:[insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be

4) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please don't hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 Request for Review

FORM FOR REVIEW (r.203(1))

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..... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... P. O. Box 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.

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

- 1.
- 2.

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

3 LETTER OF AWARD

[Form head paper of the Procuring Entity] [date] To:[name and address of the Service Provider]

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

4 FORM OF CONTRACT [Form head paper of the Procuring Entity]

LUMP-SUMREMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (herein after called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications and the Priced Activity Schedule; and
 - f) The following Appendices: **[Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Subcontractors Appendix
D: Breakdown of Contract Price
2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of [name of Procuring Entity]

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member] [Authorized

Representative]

[name of member]

[Authorized Representative]

PART II – PROCURING ENTITY'S REQUIREMENTS

DESCRIPTION OF MAINTENANCE SERVICE CONTRACT FOR BAGGAGE HANDLING SYSTEMS AT JOMO KENYATTA INTERNATIONAL AIRPORT

2.1 INTRODUCTION

The Kenya Airports Authority (the Airports Authority) is responsible for the operation, Maintenance and repair of the Baggage Handling Systems (BHS) at Jomo Kenyatta International Airport. The areas of the Terminal 1A (Departures & Arrivals).

The Arrivals and Departures Baggage Handling Systems (BHS) at Jomo Kenyatta International Airport are categorized as per below:

2.1.1 Terminal 1A Departures and Arrivals areas.

2.2 DEFINITIONS

JKIA - Jomo Kenyatta International Airport.

AOA - Aircraft Operation Area - The portion of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. This is a security area requiring security passes. Workers in this area are required to obtain and display a KAA/JKIA photo ID security pass. Drivers in this area are required to obtain an Airside Driving Permit after they have attended a Safety awareness training conducted by the Airport.

ATR - Automatic Tag Reader, the laser scanner array that scans barcode format baggage tags.

KAA - Kenya Airports Authority

JKIA WORKING HOURS – 24 hrs a day, 7 days a week.

AIRPORT ENGINEER - The Engineer in charge of all Engineering maintenance and operations at JKIA and the Contracting Officers Technical Representative in this contract.

BAGGAGE HANDLING SYSTEM (BHS) - Shall mean all BHS related structures, mechanical and electrical equipment and components that are associated with the specified conveyor lines of the facility, including all types of check-in collection conveyors, check - in counter check-in weighing scales, door hatches, runouts/laterals, load/unload conveyors, transport conveyor segments, power turns, merges, inclined plate baggage claim and make-up devices, high-speed pusher diverter units, plow diverters, bag tag scanner arrays and manual encoding stations, fire/security doors, with associated Motor Control Panels, field control devices (e.g., photocells, limit switches, control stations/devices, audio/visual alarms and the like), motors, motor starters, disconnects, push buttons, including related BHS computers/PLCs, controls and control hardware and software, with management and support services required to operate and maintain the specified baggage handling systems as described by these Documents.

BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE CONTRACTOR

Shall be synonymous with Contractor, Equipment Maintenance Contractor, Baggage Maintenance Contractor, BHS Maintenance Contractor, and Operation/Maintenance Contractor and shall mean the firm or company that is responsible for the operation and maintenance of the specified conveyor

equipment and systems described by these Documents.

BASE SERVICES - O&M Contractor shall perform all work and all documentation and reporting services on all equipment covered by this Contract as listed and as described in the Work specification and be paid, upon submission of an invoice, a lump sum payment of 1/12 of the total price in the Schedule.

BSM - Baggage Sortation Message, Message sent from airline computer system, via the Airport Arinc CUTE, to BHS computers.

BSO - Baggage Service Operator or BHS Control Room Operator

CBIS – Checked Baggage Inspection System

CBRA – Checked Baggage Reconciliation Area

CDP - The Airports Authority's Capitol Development Program.

CLEAN - The absence of dirt, litter, debris, dust, surface marks, fingerprints, spills, oils, gum, grime, film, stains, streaks, spots, bag tags, blemishes, chemical residue, and/or any other foreign matter or chemical residue that cannot be removed without permanently damaging the underlying surface.

CONTRACT - The written agreement covering all services of the Contractor required by the Contract Documents, including the furnishing of labor, materials, and equipment in connection therewith.

THE CONTRACT DRAWINGS - the drawings referred to in this Work specification or the Contract.

CONTRACTING OFFICER - The person designated by the Airports Authority as its authorized representative for purposes of the Contract. This shall be the General Manager, Projects and Engineering Services

CONTRACTING OFFICER TECHNICAL REPRESENTATIVE - The technical representative for the Contracting Officer. Also the primary contact person for purposes of the Contract. This shall be the Airport Engineer, Jomo Kenyatta International Airport.

CONTRACTOR - The organization responding to the Invitation to Tender for the specified BHS Operation and Maintenance Services and who has entered into the contract with the Airports Authority.

CORRECTION - The elimination of a deficiency.

CORRECTIVE MAINTENANCE (CM) - Required corrective measures or repairs typically identified during a PM, inspection, system failure, or unusual circumstance adversely affecting the normal BHS operation. Corrective maintenance shall be performed on a priority basis as necessary to meet the required System Service Availability.

CMMS – Computerized Maintenance Management System

DAYS – Except as otherwise specified, all days shall be calendar days.

EDS – Explosive Detection System

EPA – Environmental Protection Agency

FIDS – Flight Information Display System. Display screens located at the departures and arrivals levels, which show departing and arriving flight information.

GENERAL MANAGER (PROJECTS & ENGINEERING SERVICES) – The Contracting Officer designated by Kenya Airports Authority as its authorized representative for the purposes of this contract.

HCS - Hazardous Communication Standard also known as “HAZCON”.

NBO - Jomo Kenyatta International Airport.

IATA – International Air Transportation Association

IPMP - Inspection and Preventive Maintenance Program

JOB SITE - The area within the Airports Authority’s property lines or portions of such area, which are defined within the Work specification.

LITTER - Debris, waste paper, beverage containers, dead birds, dead animals, and the like.

AE – Airport Engineer, Jomo Kenyatta International Airport, Engineering and Maintenance Department, Maintenance Engineering Division

MAINTAINED SYSTEMS - For simplicity purposes, this phrase refers to the systems for which this Work specification refers to, as they pertain to the schedules associated with this Work specification.

MAKE-UP DEVICE (MU) - Conveyor used in the bag rooms to hand sort baggage.

MCP - Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage system(s).

MEC - Manual Encoding Console. Console used to manually enter baggage data into BHS sortation computer, which also includes a hand-held scanner.

MDS - Maintenance Diagnostics System

KAA – See Kenya Airports Authority

KENYA AIRPORTS AUTHORITY (THE AIRPORTS AUTHORITY) - The public body responsible for the operation and management of Jomo Kenyatta International Airport.

MIS - Maintenance Information System

MSDS - Material Safety Data Sheet

NOTICE-TO-PROCEED (NTP) - A written form issued by the Contracting Officer that designates the commencement date for the work of the Contractor.

OSHA - Occupational Safety and Health Administration. The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

OEM – Original Equipment Manufacturer

O & M – Operations & Maintenance

PERFORMANCE BOND – Bond covering all performance obligations of the Contractor or Subcontractor providing same.

PLC - Programmable Logic Controller, a microprocessor which controls BHS functions and operations.

PREVENTIVE MAINTENANCE (PM) - Scheduled cyclical maintenance of the BHS equipment and facilities performed to an acceptable standard, to the satisfaction of the Airports Authority, and in accordance with the approved Maintenance Schedule, Maintenance Standards, relevant codes of Practice/Standards, statutory regulations as well as good engineering practice and including regular inspection, servicing, cleaning, detection and correction of potential failures either before they occur or before they develop into major defects (imminent failures).

PRIMARY TERMINAL OPERATING HOURS - Jomo Kenyatta International Airport operates 24-hours a day, 7 days a week, 365 days a year (includes weekends and holidays).

QASP – Quality Assurance Surveillance Program

QUALITY CONTROL PROGRAM (QC) - A method used by the O&M Contractor to assure that quality services are provided to satisfy the Contract requirements.

QUALITY ASSURANCE (QA) - A means by which the Airports Authority is able to confirm that the quantity and quality of services received conformed to Contract requirements. These methods/procedures are not intended to aid the O&M Contractor in the performance of the Contract requirements and shall not be a substitute for Contract quality control.

RIGHT OF WAY – Catwalks and floors that provide access to the baggage handling systems.

SCHEDULE OF RATES - Shall mean any schedule included in the Contract, which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for execution of that work, and which may also include provisional items, provisional sums, quantities and prices.

SERVICES - Includes services performed, workmanship, and material furnished or utilized in the performance of services.

SPARE PARTS – Parts of the same or equal type and quality to the parts used in the production equipment used as replacement of the original part when such a part is replaced due to failure or for preventive maintenance.

STATE – Kenya

SUBSYSTEM - A set of conveyor segments and its related field elements (e.g., control stations, photocell, PLCs, MCPs, and the like), which is a system itself, and a part of the whole system.

SUPERVISOR - Supervises individuals and/or groups/teams of employees/subcontractors.

VANDALISM - Willful or malicious abuse and/or destruction of property.

VOC – Volatile Organic Chemical

VMUSE – A system at Jomo Kenyatta International Airports that concentrates the Baggage Source Messages from multiple airlines into a single interface.

WORK ORDER DESK - Unit that is primarily responsible for receiving, dispatching and tracking service requests. The telephone number at Jomo Kenyatta International Airport is +254 20 6611000, +254 20 6822111, +254722204063

In these written Specifications (unless inconsistent with the content or subject matter or unless a contrary intention otherwise appears) the following clarifications/definitions shall apply:

- a) Words importing the singular include plural and words importing the plural include the singular.
- b) Words importing persons include a partnership and a body corporate.
- c) Words importing the masculine gender include the feminine and neuter genders.
- d) Contract means this Deed of Agreement between the Airports Authority and the Contractor for the operation and maintenance of the BHS, together with all schedules, attachments, and other documents incorporated into this Contract, covering all services of the contractor as required by the contract documents, including the furnishing of labor, materials, and equipment in connection therewith.

2.3 MAINTENANCE OF BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A

2.3.1 Terminal 1A Departures: Installed by Vanderlande Industries in 2014

- a) **Check-in counters 1 to 16**, which encompasses all of the group of counters designated as check-in West Departures BHS at T1A –with 1No level 1/2 Smith's Detection HSI0080-2is screening machine
- b) **Check-in counters 17 to 30** which encompasses all of the group of counters designated as check-in East Departures BHS at T1A- with 1No level one-two Smith's Detection HSI0080-2is screening machine
- c) **1No Redundancy belt line-** with 1No level One-two Smith's Detection HSI0080-2is screening machine
- d) **Sorter North and Sorter South** which encompasses all of the conveyors for automated sort system and baggage make-up carousels
- e) **Transfer 1 and Transfer 2 lines** for all transfer baggage **each with-** with 1No level one-two Smith's Detection HS 10080-2is screening machine
- f) **1No out of gauge belt line with 1No Smith's Detection HS 100100T-2IS**
- g) **2No Smith's Detection CTX 5800 series 3D level 3 & 4 Screening machines (1no for departures line and 1No for Transfer belt line).**

2.3.2 T1A Arrivals: Installed by Vanderlande Industries

- a) The arrival Concourse which includes the three conveyors (A, B&C) for International arrivals baggage re-claim each with 1No air cooled Smith Detection 100100T
- b) Out of gauge baggage equipment with 1No Smith Heiman 100100T

2.3.3 Terminal 1A Departures BHS for Check-in East (counters 1 to 15)

This system consists of fifteen (15) check - in counters, that feed an automated sort system and two manual encode stations for baggage sortation through sorter north and sorter south to four (4) inclined-carousels for baggage make-up on the airside.

2.3.4 Terminal 1A Departures BHS for Check-in West (counters 16 to 30)

This system is similar to that for check –in east above and also consists of fifteen (15) check - in counters that feed an automated sort system and two manual encode stations for baggage sortation through sorter north and sorter south to four (4) inclined-carousels for baggage

make-up on the airside.

2.3.5 Terminal IA Arrival BHS

This system consists of three (3) inclined-plate Claim carousels that are remotely fed by their respective conveyor lines.

- 2.5.1 It is the responsibility of successful bidder to familiarize with the existing systems and purpose to provide the specified operational support, maintenance and repair services on the existing equipment.
- 2.5.2 The layout, configurations, associated auxiliaries and recommended maintenance strategies for the above described equipment are generally outlined in the respective operations and maintenance manuals for Terminal IA baggage handling systems; These manuals shall be availed to the successful bidder.

2.6 SCOPE OF WORKS/SERVICES

- a) The contract period shall be 3 (Three) years renewable annually based on performance.
- b) This maintenance service contract requires 24 hours a day, 7 days a week operation.
- c) The Maintenance and operations of the above described BHS systems in Terminal IA, IB & C, IE & T2 shall be done in accordance with the manufacturer's Manuals and best practices.
- d) The contractor shall develop a robust maintenance and operations program that is safe, efficient and responsive to airport operations.
- e) The Operations and Maintenance (O&M) Contractor shall provide all labor, materials, tools, spare parts, lubricants, equipment, transportation and supervision required for implementing the O&M services that are defined by this SPECIFICATION, including but not limited to all required testing and troubleshooting of system equipment/components to determine and correct any fault conditions.
- f) The Operations and Maintenance Contractor shall be responsible for all statutory inspection and compliance requirement of the BHS Equipment as per the standards and recommended practices.
- g) The O&M Contractor shall maintain an inventory of all critical spare parts of the maintained equipment as per the schedule of requirement.
- h) The contractor shall provide unit rate for spare parts not covered in the Schedule of requirement and the rate shall be maintained for the entire contract period.
- i) The requirements of this specification are a combination of optimal operational, technical and performance requirements.
- j) The contractor shall maintain a **four way shift staffing pattern** under dayshift maintenance for the different Lots.

2.7 Service Level Agreement and Reporting

- a) There shall be a Service Level Agreement between the contractor and the Airports Authority for the entire contract period.
- b) The contractor shall be responsible for developing daily, weekly, monthly and quarterly Reports that shall be reviewed by the Airports Authority from time to time.

2.8 DESCRIPTION OF SERVICES

The Kenya Airports Authority's goal for the Baggage Handling Systems is to provide safe, high quality, reliable and uninterrupted service to all Airlines and passengers and to achieve excellent customer satisfaction. The Kenya Airports Authority's objectives to accomplish this goal in relation to the systems in this Work specification, are as follows:

- a) To accomplish operation and maintenance functions of the BHS through outsourced services providers.
 - b) Excluding scheduled Preventive Maintenance and Vandalism outages, the Airports Authority's goal is to achieve a baggage handling system availability of 99 percent measured on a daily basis.
 - c) To respond to all trouble calls and perform the necessary repair or action effectively and efficiently.
 - d) To establish and implement a quality control program that results in continuous improvement in system performance.
 - e) To know the operational status and functional performance of the BHS at all times.
 - f) To provide accurate and timely maintenance and repair activity documentation.
- 2.8.1 The O&M Contractor shall provide all supervision, manpower, tools, spare parts and lubricants necessary to perform all the services as described herein. This contract requires the O&M Contractor to provide fully qualified on-site personnel 24 hours a day, 7 days per week and 365 days per year.
- 2.8.2 These services shall include, but are not limited to, operation, full maintenance and repair services, preventive maintenance services and documentation of equipment activity and services performed on all Airports Authority owned and operated baggage handling systems.
- 2.8.3 The O&M Contractor shall also **clean ALL BHS machines and Equipment floor areas** and maintain the right of ways of the Maintained Systems; this shall include all BHS related maintenance platforms.

2.9 RESPONSIBILITIES OF THE O&M CONTRACTOR

- 2.9.1 The contractor SHALL be responsible for of the BHS equipment and all its member components that will include:
- a) Operations, Repairs and Maintenance of electromechanical segment that include but not limited to:
 - All motor drives
 - Belt line systems

- Sensors and traducers
 - Carousels management
 - SCADA room operations
 - Sorting equipment
 - Housekeeping management of the entire BHS areas.
 - Baggage barcode readers and scanners
 - Baggage jammers
 - All BHS related UPS &AVRs equipment
 - All BHS serve rooms HVAC
 - All BHS related Power and communications control panels
 - All BHS cable management systems.
- b) ICT segment
- Purchase of a 12 pieces as replacement SAS 600GB disks, to replace what has been damaged currently and for future replacement in case the same reoccurs.
 - Perform mandatory physical backups of all the BHS systems and replicated to the MER/data-center for business continuity. All systems should be included in the business continuity plan.
 - Training of the whole system architecture including but not limited to the Operating system, CTX System configuration for both backend and frontend systems be done as soon as possible and systems administrator (ICT & Security) assigned to manage the system as should so as to prevent future occurrences.
 - The contractor shall be responsible for upgrade (on need basis as per Airports Authority demand) of fedora 14 server for Terminal 1A screening equipment.
 - Ensure proper documentation and storage of the server configuration from the supplier of the system (Vanderlande Industries).
- c) Security related Equipment
- Timely supply and installation of spare parts on need basis.
 - Cleaning and maintenance of all BHS related security screening equipment
 - Daily, weekly, monthly, and quarterly maintenance records to KAA security in charge.
 - Any other adhoc requirement as may be required by KAA on need basis. E.g relocation of security equipment from point A to B.
 - All BHS Screening equipment administrative rights and passwords shall be owned and maintained by the Airport Authority and shall not be accessible to the contractor(s).
 - All BHS related spares shall be sourced from KAA stores and shall be issued on justified need basis.
 - Contractor shall ensure constant availability of ALL required BHS related spare parts as required by the Airport Authority.
 - The successful contractor SHALL provide to the Authority valid screening technical team who SHALL have been certified by the OEM of the equipment.

2.9.2 Responsible for the operation, maintenance and fault monitoring of the Maintained Systems in their entirety in a manner consistent with the original equipment manufacturer's recommended guidelines, as summarized in the respective system Operations and Maintenance Manuals.

- 2.9.3 The O&M Contractor shall ensure that the Maintained Systems are operated and maintained consistent with all applicable local, national, and airport/aviation laws, codes and industry safety standards and assure a safe and efficient system for all personnel who operate, maintain or have access to it.
- 2.9.4 Responsible for all Maintained Systems preventive maintenance tasks
- 2.9.4 Responsible for all Maintained Systems corrective tasks.
- 2.9.5 Responsible for 24-hour, 7-day-a-week response and rectification of all fault conditions of the Maintained Systems as described herein. The O&M Contractor response time to fault conditions shall not exceed 5 minutes.
- 2.9.6 Responsible for the procurement of all tools, spare parts, lubricant and any other items required to perform the services defined herein.
- 2.9.7 Responsible for sole accountability of O&M Contractor's employees including interviewing, hiring, training, airport security passes, parking, taxes, payroll and the like.
- 2.9.8 Responsible for providing daily, weekly and monthly reports to the Airports Authority as described herein.
- 2.9.9 Take on the responsibility to cooperate in all respects with the airlines, the Kenya Civil Aviation Authority, Security agencies, the Airports Authority and/or their representatives. Preventive Maintenance and non-scheduled maintenance tasks shall be coordinated with and scheduled around the requirements of the user airlines' and the Airport Authority's operations and Engineering department.
- 2.9.10 Responsible for providing and maintaining all necessary vehicles, including, but not limited to scissor lifts, boom lifts, fork-lift trucks, and the likes required for the maintenance of the baggage handling system.
- 2.9.11 Responsible for maintaining 24 hours per day, 7 days per week, contact via Cellular telephone(s).
- 2.9.12 Responsible for acquiring the proper insurance and Airport permits for all vehicles that are at the site and used by the Contractor's employees.
- 2.9.13 Responsible for procuring, and re-ordering spare parts as required for the maintenance of the Maintained Systems. **The Airports Authority shall be responsible for storage of ALL the spare parts and maintaining a clean and organized setting within the allocated spare parts storage space(s).**
- 2.9.14 Take on full responsibility to accurately record the spare parts purchases and the tracking of expended parts.
- 2.9.15 For the purpose of this Work specification, 'parts' are considered all items that are replacements of items on the Maintained Systems. Items necessary in the process of executing the requirements of this Work specification that do not become part of the maintained systems are not considered part. Examples of parts are: Lubricants, Bearings, Motors, Gearboxes, Conveyor belts, Sheaves, V-Belts, Photocells, Wiring, Switches, Pushbuttons and the like.

Example of items that are not considered parts are: Cleaning rags, tools, pens/paper, and fuel for site vehicle/s, uniforms, telephones and vehicles etc.

3.1 OPERATIONS

- 3.1.1 The O&M Contractor shall provide staffing for the TIA automated Departures sort system's Manual Encoding Stations to monitor the automated sortation process and encode baggage that are not read by the automated bag tag readers. The O&M Contractor shall provide staffing as needed to support the operational demand for manual encoding in the systems.
- 3.1.2 The O&M Contractor shall provide appropriate staffing in the BHS Control Room and for the BHS operation. In relation to the Maintained Systems, the O&M Contractor shall provide personnel to address concerns and monitor the BHS computer equipment, software issues and to communicate with Jomo Kenyatta International Airport ICT and networking staffs.
- 3.1.3 The O&M Contractor's representative(s), including the Contract manager, supervisors and all other staff shall attend all meetings and any required system training sessions as required by the AIRPORT ENGINEER.
- 3.1.4 The O&M Contractor shall participate in meetings, coordinate with other parties as necessary and assist in the development of the BHS/CBIS Configuration Management Plan and Contingency Plan that are intended to be developed for the Maintained Systems. The O&M Contractor shall also participate and support testing of the Contingency Plan procedures that will be established for the Maintained Systems. A draft document that will be utilized to establish Configuration Management. (This SHALL be enforced during SLA signing to the successful bidder).

3.2 BAGGAGE TRAY MANAGEMENT

- a) The O&M Contractor shall collect the Baggage trays from the baggage make-up and claim areas and return them to their designated locations for operational use and/or safe and proper storage/staging. Empty Baggage trays shall be returned/recirculated to the user airlines' check - in counter areas and arrivals unload areas on a regular basis to maintain a sufficient supply of Baggage trays for the daily operations.
- b) At or near the end of each operational day, the O&M Contractor shall ensure that trays are neatly and safely stacked at all load points (e.g., behind each check-in position in the Departures Lobby, at arrivals load belts, transfer inputs, etc.) in preparation for the next operational day.
- c) The O&M Contractor shall cooperate fully with airline baggage handlers and KAA security officers so as not to impede their operations while collecting and/or redistributing Baggage trays.

3.3 FALLBACK OPERATIONS

The O&M Contractor shall verify, on a daily basis and be ready to exercise/initiate any and all back-up or fallback modes or procedures at any time. This shall include (but is not limited to) verifying the availability of a sufficient stock of pre-printed Fallback/Pier tags as required to allow possible implementation on demand at any given time. Stock must be sufficient to ensure that stock cannot be depleted faster than it can be replenished if use were required for extended periods.

3.4 PREVENTIVE MAINTENANCE SERVICES

The reliability of the Maintained Systems and associated equipment highly depends on an effective maintenance program. The Maintained Systems shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent equipment breakdowns. The O&M Contractor is responsible for maintaining the Maintained Systems at a responsible level, consistent with the industry standards and the OEM's recommendations.

3.4.1 Availability of the Equipment

- a) It shall be the responsibility of the O&M Contractor to ensure all BHS systems are available at a level of 99%.
- b) O&M contractor to ensure daily cleanliness of the equipment and equipment floor areas.

3.4.2 CORRECTIVE MAINTENANCE SERVICES

- a) Response to all equipment failures will be the responsibility of the O&M Contractor under Base Services.
- b) The O&M Contractor shall remove from service immediately any piece of equipment covered by this Contract that is not operating in compliance with the code, or presents a safety hazard to users and shall notify the AIRPORT ENGINEER immediately.
- c) When deficiencies are found, the O&M Contractor shall immediately proceed to repair and/or correct the deficiencies. If a piece of equipment is required to be removed from service for any reason other than a Code/Safety deficiency, the O&M Contractor shall coordinate the removal of the equipment from operation in advance in writing with the Airports Authority.
- d) In the event of catastrophic equipment failure, the O&M Contractor shall immediately follow lockout/ tag out procedures and inform the Airports Authority.
- e) The O&M Contractor shall notify the AIRPORT ENGINEER of "Equipment Status" via email of all units that have been placed out of service daily. The O&M Contractor shall include unit number, location and reason for unit being out of service, what date and time the out of service status began and the estimated duration of outage.

3.4.3 HIGH LEVEL CONTROL SYSTEMS MAINTENANCE

- a) The O&M Contractor shall be responsible for the performance and all maintenance of the BHS control hardware (servers, screening equipment, workstations, network equipment and the like). The O & M Contractor's specialist personnel on the control hardware shall be available 24/7 and have a maximum 30 minutes response time from notification to arrival at the job site.
- b) The O&M Contractor shall engage, manage and be responsible for the performance of their control specialist for all maintenance of the BHS High Level Control software (e.g. operating systems, BHS applications, antivirus and the like). The specialist personnel shall have a maximum 30 minutes response time via remote support (dial-in, VPN or similar solution) and 24 hours onsite to make immediate recommendations and assist the AIRPORT ENGINEER and the O&M Contractor to return the system to a fully on-line state in the shortest possible time frame.

- c) The O&M Contractor shall coordinate all activities of any 3rd party specialist service providers to ensure that any preventive maintenance is carried out during non-operational hours to minimize risk to ongoing operations. Where possible the O&M Contractor shall coordinate the process for any 3rd party specialist service providers to obtain Airside Operational Area security credentials or provide escorts when needed.
- d) The O&M Contractor shall notify the AIRPORT ENGINEER of all scheduled and unscheduled work by any 3rd party specialist service providers. Any work by the 3rd party specialist service providers during operational hours shall require express permission from the AIRPORT ENGINEER before commencing.
- e) For any software and/or firmware patches and/or upgrades the O&M Contractor and 3rd party specialist service provider shall determine if the software and/or firmware patch and/or upgrade is necessary for the successful operation of the Maintained System and make a recommendation to the AIRPORT ENGINEER for the AIRPORT ENGINEER's review and confirmation prior to executing the work. A full back-up of the BHS servers shall be performed prior to ANY application of a software and/or firmware patch and/or upgrade.
- f) Where BHS High Level Control systems are still under warranty no 3rd party specialist service providers are required. In such cases all the above requirements for coordination by the O&M Contractor in respect to the services provided by the 3rd party specialist service providers then apply to the coordination of the O&M Contractor in respect to the services provided by the warranty provider(s).
- g) The O&M Contractor shall provide evidence of agreements with the 3rd party specialist service providers prior to commencing the work under this Contract and shall maintain these agreements (or replace the agreements with new agreements without loss of coverage for any duration of time) for the duration of this Contract. Upon request by the AIRPORT ENGINEER the O&M Contractor shall provide evidence that the agreements are in place and active.

3.4.4 BHS/CBIS OPERATIONAL PERFORMANCE REQUIREMENTS

- 3.4.4.1 The O&M Contractor shall be responsible for maintaining an average sub-system availability of not less than ninety nine per cent (99%) calculated on a weekly basis and based on the scheduled operating time of the systems. The Contractor shall take on the responsibility to dutifully execute the Scope of Work as defined and meet or exceed the system performance requirements (on a daily average basis) for conveyor line throughput rates, scanner read rates, tracking and sortation accuracy and overall system availability.

3.4.4.2 Availability

The Contractor acknowledges and agrees that the BHS will be used by the user Airlines (seven days a week, every week of the year, twenty-four (24) hours a day) and the user Airlines will continue to carry out their normal operations in relation to the BHS throughout the Term.

- (i) The Contractor covenants and agrees to carry out and perform its covenants, obligations, duties and responsibilities under this Agreement in the least intrusive manner possible so as to minimize any effect upon, disruption to, interference with or interruption of:
 - a) The user Airlines' use and operation of the BHS.

- b) The user Airlines' activities which are related to or connected with such operation and use.
 - c) Any of the Airports Authority's existing facilities and ongoing operations or other operations located in the area adjacent to the BHS.
- (ii) Reliability requirements of each sub-system shall be measured in terms of **“Availability” (A)** of each sub-system. Availability of each sub-system is determined from the following definitions and formula.
- (iii) **Failure:** A failure is defined as any malfunction of a sub-system component, assembly, or subassembly, which stops normal operations. A failure shall be charged against only one subsystem, which causes that failure. The following shall not be classified as failures:
- a) Malfunctions due to causes outside the sub-system such as sabotage, general power outage, etc.
 - b) Malfunctions due to Baggage jams not caused by failure of a sub-system component, assembly or subassembly (except as noted below).
 - c) Incipient failures, which are detected and repaired without affecting normal operation of the sub-system.
 - d) Malfunction of one of a redundant Computer/PLC pair where the repair time does not affect normal operation of the system.

3.4.4.3 **Sortation Accuracy**

The O&M Contractor shall maintain all tracking devices (e.g., encoders, PLC's, computer system databases, etc) in such proper order to achieve continuous sortation accuracy from an encoded position (i.e., ATR, BDD or manual encoding) of 98%, calculated on a weekly basis, for the total number of bags input into the baggage system. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned make-up device. Baggage that is sorted to the incorrect make-up device is classified as a mis-sort. The intent is to minimize mis-sorts and mis-connected baggage.

3.4.4.4 **Tracking Accuracy**

The O&M Contractor shall maintain all tracking devices (encoders, PLC's, etc) in such proper condition to achieve continuous tracking accuracy from an encoded position (i.e., ATR, BDD or manual encoding) of 98%, calculated on a weekly basis, for the total number of bags input into the baggage system. Tracking accuracy is defined as the system's ability to identify and control the location of the baggage from the point of encoding to the correct output. The intent of this requirement is to ensure system transit times are met and the Baggage is sorted in a timely fashion.

3.4.4.5 **Read Rates**

The Automatic Tag Readers (ATR) and Baggage Dimensioning Devices (BDD) shall be maintained per the manufactures recommended procedures. Cleaning of individual read heads will be performed twice a day (at system start-up in the morning and mid-afternoon). The minimum daily average read rate maintained for originating baggage will be 90% successful reads of all 10 digit (i.e., Standard IATA 10 Digit Bar Coded Baggage Tag) and all Device Number (fall-

back) Baggage Tags. This figure does not apply to hand written tags or non-compliant tags, which negatively impact actual read rates. The intent is to reduce the volume of baggage processed through manual encoding, thus reducing transit times.

3.4.4.6 The maximum time for any corrective maintenance repair shall be two (2) hours by two (2) staff.

3.4.4.7 The maximum response time (measured from the time the issue occurs until the O&M Contractor has taken action is 5 minutes.

3.4.4.8 Section 6.12 defines penalties that will be applied when the performance requirements are not met.

3.4.5 MATERIALS

- a) The O&M Contractor shall furnish all resources (i.e. supervision, labor, tools, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services described in this Work specification in a safe, orderly, timely, efficient and workmanlike manner. The O&M Contractor shall provide any additional resources to fulfill the Contract requirements at no additional cost to the Airports Authority.
- b) The O&M Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.
- c) The O&M Contractor shall provide Cellular telephones with a radio feature on a business network and full cellular/radio service for all key and on-site personnel.
- d) The O&M Contractor shall provide and utilize on the job sites a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this Work specification.
- e) The O&M Contractor shall be responsible for providing, at its sole expense, all materials, office supplies, furniture, fixed improvements and equipment it may require in the office space.
- f) The O&M Contractor shall provide and utilize on the job site a fax machine, printer and copier.
- g) The O&M Contractor shall provide at a minimum one-service vehicle, which is equipped, licensed, insured and AOA inspected. The service vehicle shall be on site at all times throughout the duration of this Contract. The service vehicle is required to transport materials and supplies, O&M Contractor's employees and tools to various equipment locations.
- h) For parts relating to the BHS at Jomo Kenyatta International Airport, the Airports Authority has established a stock of critical parts as defined in Schedule of requirement. The O&M Contractor should review critical parts list and make recommendations for changes if necessary to ensure its contract performance requirements will not be impacted.

3.5 CONTRACT START UP

3.5.1 INSPECTION OF EQUIPMENT

The O&M Contractor shall, within fourteen (14) days from the Contract award, perform an inspection and assess the condition of all equipment covered under this Work specification to establish a condition baseline. The survey shall be submitted to the AIRPORT ENGINEER for review and approval. The survey shall include the O&M Contractor's observations of deficiencies in equipment condition, operation and/or performance and shall provide a written baseline report of discrepancies, which once approved by the AIRPORT ENGINEER will serve as a "starting point" for the O&M Contractor to provide the ongoing maintenance.

3.5.2 KEY O&M CONTRACTOR PERSONNEL AND ORGANIZATIONAL STRUCTURE

- a) The O&M Contractor shall identify and provide the AIRPORT ENGINEER with a list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of this Work specification. O&M Contractor's Key Personnel List shall be provided to the AIRPORT ENGINEER fifteen (15) days prior to the Contract start date and shall be updated when changes are made.
- b) All the O&M Contractor's support staff shall have a minimum of three years relevant experience in technical /engineering field.
- c) The contract shall submit detailed staff structure indicating the roles of every staff.

3.5.3 SECURITY PASSES

- a) O&M Contractor shall be responsible for, at no additional cost to the Airports Authority, to ensure that all contract employees obtain an airport security pass no later than five (5) days after Contract start date. Airport security passes shall be visibly displayed by all contract employees at all times while on the job site. The O&M Contractor shall provide the AIRPORT ENGINEER with a copy of all O&M Contractor's personnel security passes no later than ten (10) days after Contract start date.
- b) The O&M Contractor shall be responsible for payment/cost for all his employee's security passes for the entire contract period. The passes are issued on annual basis.

3.6 GENERAL REQUIREMENTS

3.6.2 QUALITY CONTROL PROGRAM

The O&M Contractor shall implement an effective quality control program. This program shall ensure the O&M Contractor fulfills all the requirements of this Work specification. This program shall include but not be limited to including all elements of the quality control program described in the Technical Proposal submitted by the O&M Contractor in response to the Airports Authority's solicitation for this Contract. A final quality control program shall be provided by the O&M Contractor to the Airports Authority not later than fifteen (15) days after Contract start date.

- a) Responsibility for the day-to-day inspection and monitoring of all O&M Contractor work performed to ensure compliance with Contract requirements.
- b) A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with the

Contract documents. The O&M Contractor shall have at least one (1) of the O&M Contractor's key personnel perform a quality control inspection for each shift and submit a copy of this report to the AIRPORT ENGINEER weekly.

- c) Description of how inspections, scheduled and unscheduled, are to be conducted.
- d) Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.
- e) A comprehensive training program ensuring a knowledgeable and efficient work force.

3.6.3 AIRPORTS AUTHORITY'S QUALITY ASSURANCE SURVEILLANCE PROGRAM (QASP)

- a) Each phase of the maintenance services rendered under this Contract is subject to Airports Authority inspections, both during and after completion of work. The Airports Authority's QASP is NOT a substitute for adequate and consistent quality control by the O&M Contractor.
- b) The Airports Authority has the right, at all times, to inspect services performed, O&M Contractor's workmanship and materials furnished/utilized in the performance of such services to the extent practicable. The Airports Authority shall perform inspections, as it deems necessary, throughout the term of the Contract. However, inspections and/or walk-throughs shall be conducted in a manner that will not unduly interrupt/delay the O&M Contractor's work.

3.6.4 COMMUNICATION AND COORDINATION WITH AIRPORTS AUTHORITY AND AIRLINES

The O&M Contractor shall maintain an effective Communication and Coordination Policy with the Airports Authority and the Airlines utilizing email, telephones, faxes, pagers and the like to ensure the Airports Authority and the Airlines are kept abreast of current equipment status, planned outages, injuries, vandalism and the like for the duration of the Contract. The AIRPORT ENGINEER shall be included in all communications to the Airports Authority and the Airlines.

3.6.5 ACCIDENTS

The O&M Contractor shall be responsible for promptly (Immediately or within the same shift) notifying the Airport Security, Airport Police and the AIRPORT ENGINEER of all accidents arising from the performance of this Contract involving bodily injury to workers, building occupants, visitors, or other persons. The AIRPORT ENGINEER will provide the necessary information concerning whom to contact and the specific form of the follow-up written notice.

3.6.6 DELIVERY OF SPARE PARTS.

The O&M Contractor shall schedule its own supply deliveries and shall arrange to have deliveries made during office hours. The Airport Authority shall subject the supplied spares for inspection before use.

3.6.7 SECURITY REQUIREMENTS

- a) The O&M Contractor shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the Airports Authority and shall maintain a record of the key numbers issued to its employees. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal, and/or possession of any information, confidential data, materials, supplies, or equipment. The O&M Contractor shall not duplicate and shall not allow any such issued items to be duplicated or removed from the job site. All keys and other entry devices used by the O&M Contractor's employees in the performance of the work shall be returned to the Airports Authority when the Contract expires.
- b) The O&M Contractor shall immediately report to the Airports Authority all keys and/or security passes issued to it by the Airports Authority that are lost or stolen.
- c) The O&M Contractor shall ensure that, under no circumstances any of its employees shall enter an area not authorized for access by the O&M Contractor.
- d) O&M Contractor employees shall be subject to, and shall at all times conform with any and all rules, regulations, policies, and procedures pertaining to security at the airport. Any violations of the rules, regulations, policies, and procedures may be cause for immediate termination.
- e) The O&M Contractor shall be responsible for, at their own expense, compliance with the requirements and procedures to obtain approval of any motor vehicle to operate in the Airport Operations Area (AOA).

3.6.8 SAFETY

- a) All Contract employees shall comply with all applicable OSHA and Airports Authority rules, regulations and practices, including directives issued by the Airport Manager, Airport Operations departments, Kenya Airports Police Unit, Rescue and Fire Department, Kenya Civil Aviation Authority, and other Kenya Airports Authority Departments while on the job site.
- b) The O&M Contractor shall provide and ensure that all personnel at the work site wear the safety devices/apparel described below as required:-
 - (i) Approved back support and protective devices
 - (ii) Eye protection in compliance with ANSI Z87.1. - 2015.
 - (iii) Hearing Protection
 - (iv) Safety Shoes
 - (v) Head gear/Helmet/hard hat.
 - (vi) Reflective vests
 - (vii) Safety harnesses
 - (viii) Other safety devices/apparel as conditions warrant
- c) The Airports Authority reserves the right to inspect all areas for safety violations at its discretion, direct the O&M Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- d) In the event that the Airports Authority should elect to stop work because of any type of existing safety hazards after the O&M Contractor has been notified and provided ample time to correct, the O&M Contractor shall bear all costs for eliminating the hazard(s) and shall not be

granted compensation for the work stoppage. The O&M Contractor shall pay all additional expenses.

- e) Aisles, system maintenance platforms and mezzanines, passageways, alleyways, entrances, exits or right-of-ways to fire protection equipment must be kept unobstructed at all times.
- f) The O&M Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The O&M Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
- g) Damage caused by the O&M Contractor to any properties shall be repaired and have any needed replacements made to the satisfaction of the Airports Authority at the expense of the O&M Contractor. The Airports Authority, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due to the O&M Contractor.
- h) The O&M Contractor shall, within fifteen (15) days of Contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.
- i) Prior to the use of any products or materials, the O&M Contractor shall provide the following submittals for review and approval by the AIRPORT ENGINEER:-
 - (i) Manufacturer's product data and literature
 - (ii) Manufacturer's installation recommendations
 - (iii) Samples, if required by the AIRPORT ENGINEER
 - (iv) Material Safety Data Sheets (MSDS)

3.6.9 FIXED IMPROVEMENTS AND OPERATING FACILITIES

During the period of performance of the Contract, title to the Fixed Improvements made by the O&M Contractor on the job sites shall remain with the Airports Authority. "Fixed Improvements" includes any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the job sites or a portion thereof. All Fixed Improvements on the job sites shall require the prior written approval of the Airports Authority.

3.6.10 HAZARDOUS WASTE

- a) The O&M Contractor shall initiate a Hazardous Waste Management training program for its employees and subcontractors on the proper disposal of hazardous materials. O&M Contractor shall ensure employees are aware that the domestic drains, and storm drains shall not be used to dispose of gasoline, paint, thinners, oils, solvents, concentrated cleaning agents and other toxic material.
- b) The O&M Contractor shall provide the Contracting Officer and the AIRPORT ENGINEER with documentation of hazardous materials or wastes that are accumulated, handled, generated, or disposed of by the O&M Contractor's operations. The documentation shall demonstrate the adequacy of the handling and disposal operations used by the O&M Contractor and will demonstrate that the O&M Contractor activities will not result in contamination of Airport property. The Airports Authority shall provide this documentation upon request during periodic environmental inspections of the O&M Contractor's premises.

The Airports Authority shall be copied on all correspondence with regulatory agencies concerning the O&M Contractors compliance with environmental regulations.

- c) If the O&M Contractor generates hazardous waste in an amount that makes it subject to National and NEMA hazardous waste requirements, the O&M Contractor shall apply for a Hazardous Waste Generator Identification Number. Hazardous waste shall be shipped off the Airport using the O&M Contractor's Hazardous Waste Generator Identification Number documented on a complete and properly signed Uniform Hazardous Waste Manifest. The O&M Contractor shall be required to submit an Annual Hazardous Waste Report to NEMA.
- d) The O&M Contractor shall be responsible for developing a Resource and Conservation Act Contingent (RCRA) Plan if the amount of hazardous waste generated places it into a category that requires a plan.
- e) The O&M Contractor shall be responsible for notification and reporting required under SARA, Title III regulations.
- f) The O&M Contractor shall, at start of Contract, implement a written hazardous waste spill contingent plan listing materials used, spill prevention procedures, containment equipment and procedures to be used in the event of spill, personnel protective equipment requirements, notification procedures, in accordance with the Resource Conservation and Recovery Act (RCRA) and the Occupational Safety and Health Administration (OSHA) regulations.
- g) In the event of the spill, the O&M Contractor shall notify the airport fire department at Jomo Kenyatta International Airport (+254) 20-6611000. The O&M Contractor shall be responsible for all cleanups, site remediation and disposal costs including hazardous waste response teams that may be required at the site. All procedures shall be in accordance with applicable National, County and local environmental and OSHA regulations. The O&M Contractor shall remove all hazardous waste materials from the Airport at the end of each workday. Hazardous materials that are temporarily stored at the job site shall be placed in containment devices that are capable of containing 110 percent of the volume of the substance in the event of a spill.
- h) The O&M Contractor is responsible for collecting, accumulating, recycling, and/or off-site disposal of its hazardous and toxic waste off the Airport in compliance with National, County and local laws governing hazardous waste storage and disposal.

4 PERSONNEL

4.1 GENERAL PERSONNEL REQUIREMENTS

- a) All services covered by this Contract shall be performed by fully qualified and trained technicians and Engineers.
- b) The O&M Contractor's on site employees shall possess sufficient computer skills and software (Word, Access, Excel, Outlook, and Crystal Reports) knowledge to perform data entry, queries, downloads and analysis of the Maintained Systems' performance and CMMS databases as well as send/receive emails.

- c) The O&M Contractor shall provide to the AIRPORT ENGINEER resumes for all key personnel (i.e., Contract Manager, and on-site personnel such as Supervisors, BHS Control Room operators, Manual Encode Operators, (Technicians) for the Airports Authority's approval. These resumes shall be provided to the AIRPORT ENGINEER no later than fifteen (15) business days prior to employee's intended start date.
- d) All O&M Contractor personnel shall have good verbal and written command of the English language.

4.1.2 CONTRACT MANAGER

- a) The O&M Contractor shall provide a qualified and experienced full-time on-site Contract Manager at Jomo Kenyatta International Airport. The Contract Manager shall have full authority to act for the O&M Contractor and serve at all times to carry out all the provisions of the Contract. The Contract Manager shall be in charge of and have overall responsibility for the work to be carried out under this contract and as such shall devote their time exclusively to this task.
- b) Contract Manager Work hours shall be a minimum 40 hours per week. The Contract Manager shall determine his work hours as such to cover as much of the peak periods of the systems within the scope as possible.
- c) The name of the Contract Manager and an equally responsible alternate (e.g., Supervisor) who shall take on the Contract Manager's duties when the primary Contract Manager is absent shall be designated in writing to the AIRPORT ENGINEER fifteen (15) business days prior to the Contract start date.
- d) The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contract Manager shall be available at all times to attend regularly scheduled and/or on-demand meetings, required system training sessions, tours and inspections requested by the Airports Authority and/or user Airlines to discuss the Maintained Systems.
- e) The Contract Manager shall possess the necessary computer skills required to perform trending, queries and analysis of the Maintained Systems' performance histories. The Contract Manager shall also possess the ability to receive and send email, and have basic spreadsheet, word processing and database skills.
- f) The Airports Authority shall have the right in its sole discretion to approve or reject any Manager selected by the O&M Contractor at any time.
- g) The Contract Manager shall provide overall supervision over the day to day operations, manage exceptional/emergency situations, and perform the communication with the AIRPORT ENGINEER, Airlines and KAA, perform and/or supervise administrative work (human resource management, invoicing and the like) and all other tasks as required to perform the requirements of this Contract.

4.1.3 CONTROL ROOM OPERATORS

- 4.1.3.1 The Control Room operators shall have a minimum of 3 years' experience in a similar role for similar size and complexity system(s). The control room operator shall fully understand all the functions of the BHS Control Systems, the Airports Authority approved System Contingency Plan, and how to use these function to monitor, control/manage the operational control

functions of the BHS for dispatching appropriate Technicians to troubleshoot and address system faults.

4.1.3.2 The role of the control room operator is to constantly monitor the status of the Maintained Systems and alert jam busting operators, technicians and the Contract Manager when situations occur that need their attention. The control room operator shall have a good understanding of the physical system layout and associated controls functionality in order to efficiently manage the baggage flow during the daily operation through the BHS and direct the response staff to the incidents. The Control Room Operator's duties shall also include, but not be limited to:

- a) Monitor the conveyor line baggage flow balancing.
- b) Monitor laser array statistics
- c) Monitor statistical reports
- d) Monitor/set make-up assignments
- e) Make BHS operational decisions, initiating and coordinating implementation of any Backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings via reversible conveyors, initiating use of Fallback tags, coordination with user airlines)
- f) Interface directly with the user airlines and the Airports Security.
- g) Ensure smooth daily start-ups by reviewing start-up check lists and procedures.
- h) Assume the responsibility of staffing the BHS Control Room and the monitoring of the baggage handling system, via the BHS Management Information System (MIS) and Maintenance Diagnostics System (MDS), during the system's operational period.

4.1.3.3 The control room operator may also support the Contract Manager in preparing reports and trending analysis if this does not interfere with the primary duty of system monitoring.

4.1.3.4 The following is a Work specification for the Operations Staff that will be assigned to the Baggage Handling System Computer Control Room. The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS supplier's recommendations, as referenced in the System's operation and maintenance manuals shall be used as minimum requirements for the task assignments to the BHS Control Room staff (this list is not to be construed as being complete; it is provided only as a guide and to establish minimum requirements).

(I) BHS CONTROL ROOM OPERATOR'S DAILY TASKS

Task	Daily Task Description
1.	Ensure that all previous day's "Day End Tasks" have been completed
2.	Collect, log and file all "End of Day" reports printed during the nightly End-of-Day processing. (1st Shift Only)
3	Ensure that BHS Sortation and MDS computers are operational.
4	Verify, via the MDS, that all communications links are running and operational (Host BSM, PLC, etc.).
5	Log onto the User interface workstation.
6	Verify, via MDS, that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance to correct any conditions that may prevent System start-up.
7	Verify that the flight schedule loaded is the correct flight schedule for the current days' flights and make any corrections needed.

8	Set and verify flight to Make-up assignments are correct, and make changes as required.
9	Verify readiness to exercise/initiate any and all back-up or fallback modes or procedures at any time (e.g., Fallback tags available for implementation on-demand, redundant computers on-line, etc.). Be responsible for initiating restock (in a similar manner to spare parts purchases) and distribution of Fallback tags as required to ensure continuous availability.
10	Monitor MDS for any visual and audible alerts, and notify maintenance operations of identified conditions that may need correction.
11	Monitor and accept/reject automatic FIDS/BIDS downloads.
12	Print End-of-Shift reports, log and file.
13	Coordinate and communicate with users and Contractor maintenance staff as required for Baggage tray management, ensuring availability at load points at all times.
14	Operator Log-Off.
15	Retrieve and file all Alarm Log Reports from all Alarm Printers.
16	Fully advise next shift of current conditions and relevant issues as required.
17	

(II) BHS CONTROL ROOM OPERATOR'S REGULARLY SCHEDULED NON-DAILY TASKS:

Task	Regularly scheduled Non-Daily Task Description
1	Collect, label and store Incremental System Back-up tapes/CDs.
2	Prepare a blank tape/CD for automatic Incremental system-back up.
3	Prepare and save weekly, monthly and yearly reports.
4	Print, distribute and file weekly, monthly and yearly reports.
5	Perform regular Preventative Maintenance (PM) of Control Room equipment (e.g., clean/dust computer areas and inside and outside of cabinets, check cables, clean or replace computer air filters, etc.)
6	Prepare a blank tape/CD for Monthly Full System Back-up.
7	Perform Monthly Full System Back-up.
8	Collect, label and store Full System Back-up tapes/CDs.
9	Download and edit New Flight Schedules.
10	Ensure/request maintenance staff perform scheduled PM (e.g., clean Scanner Array optics three (3) times per week, etc.).
11	Check spare parts inventory and initiate any required purchase Requests

(III) BHS CONTROL ROOM OPERATOR'S RANDOM UNSCHEDULED TASKS

Task	Random Unscheduled Tasks Description
1	Report and document any BHS equipment failures (Computers, PLC, Printers, etc.)
2	Provide on-site support to off-site support personnel.
3	Add/Delete/Modify User ID and Password.
4	Assign/Modify User Security levels.
5	Keep complete records of any changes to code/software and coordinate

	implementation with operation/users as required.
6	Prepare for and perform Full System Back-ups immediately before and after any such changes to code/software.

4.1.4 BAGGAGE JAM BUSTING OPERATORS

- a) Jam busting operators shall have a good understanding of the system layout and the procedures required to resolve jams and reset faults.
- b) The role of the Jam busting operators is to be the first responder to system events such as jams and perform the necessary procedure to resolve the event, in a safe and expedient manner. If the jam busting operators determines that corrective maintenance repairs are needed the jam busting operators shall alert the control room operator(s).
- c) The Jam busting operators may also perform other duties such as collect, stage and redistribute empty Baggage trays from the bag rooms to the airline counters, cleaning and/or assisting the maintenance technicians, on an as needed basis, where this does not interfere with their primary duties. Other duties that may be assigned to Baggage Jam busting operators are as follows:
 - (i) Relieve the manual encoding operators for breaks and lunches.
 - (ii) Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
 - (iii) Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris.
 - (iv) Responsible for manual movement of baggage in the event of system outage, during system fallback conditions, etc. as required.

4.1.4 MANUAL ENCODE OPERATORS

The Manual Encode operators shall fully understand the Baggage Handling Sort System's control functions as they relate to the Manual Encode operation and how to use these function to handle baggage that end up at their station (e.g., bags with "No-read" faults and/or no baggage tags). Manual encode operators shall fully understand how to read airline baggage tags and enter the information into the manual encode console where needed. Accuracy is a key requirement for this work.

4.1.5 ATTIRE

- 4.1.5.1 Contract employees shall, at all times while on the job site, be attired in a distinctive company uniform that is acceptable to the Airports Authority.
- 4.1.5.2 Employees shall wear uniforms consisting of shirts with sleeves and full-length trousers or overalls. Shorts, cut-offs and the like are not acceptable. The uniform shall have the O&M Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color combination, as appropriate, may be used for the uniforms as long as they are distinct from that used by the Airports Authority.
- 4.1.5.3 All Contract employees shall wear safety shoes and reflective safety vest as part of the approved attire. At times, employees will be required to wear hard hats.

4.1.5.4 The O&M Contractor shall supply and maintain the required employee attire at no additional cost to the Airports Authority.

4.1.6 CONDUCT

4.1.6.1 The O&M Contractor's employees shall at all times while on the job site, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs or bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on Airports Authority property (unless fulfilling the requirements of this Contract), and any immoral or otherwise undesirable conduct shall not be permitted on the job site and shall result in immediate and permanent removal from the job site of any employee engaging in such conduct. Denial of a badge is sufficient grounds for termination or removal.

4.1.6.2 The O&M Contractor agrees to promptly remove from the Airport any employee that the Airports Authority through written notice from the AIRPORT ENGINEER advises is not satisfactory and to replace such personnel with an employee satisfactory to the Airports Authority; but in no event shall the Airports Authority be responsible for monitoring or assessing the suitability of any employee or agent of the O&M Contractor.

4.2 DELIVERABLES

The O&M Contractor shall be required to submit the following deliverables to the KAA's AIRPORT ENGINEER for this Contract. The Section of this Work specification describing the required deliverables are provided with each deliverable listed below.

4.2.1 DAILY

- a) The O&M Contractor shall be required to fill the Equipment availability checklist that shall be availed by the Airport Engineer.
- b) The O&M Contractor shall be required to avail Equipment Repairs/Ongoing/Pending work Report.

4.2.2 FIFTEEN (15) BUSINESS DAYS PRIOR TO CONTRACT START DATE

The contractor shall provide the following:

- a) Preventive maintenance program modifications
- b) Names & contact information of all key personnel
- c) Quality control program
- d) Safety and protection plan
- e) Management personnel notification
- f) Delivery of negotiated Service Level Agreement.

4.2.2 TEN (10) DAYS AFTER CONTRACT START DATE

The Contractor shall provide a copy of contract Key Personnel security passes.

4.2.3 THIRTY (30) DAYS AFTER AWARD

The contractor shall provide:

- a) Equipment condition survey report
- b) O&M contractor's safety plan and drug policy

4.2.4 WEEKLY

The Contractor shall provide Quality control inspection report

4.2.5 MONTHLY

The Contractor shall provide the following:

- a) PM schedule deviation report
- b) Baggage handling system reports
- c) Work order status report
- d) Staffing levels and allocation plan
- e) Maintained system downtime report
- f) Equipment data evaluation and trending reports
- g) Spare parts inventory control report

4.2.6 ANNUALLY

The Contractor shall provide hazardous waste report to NEMA

4.2.7 AS REQUIRED

The Contractor may be required to provide the following:

- a) Product material submittals
- b) Resource conservation act contingent plan
- c) Vandalism documentation
- d) Resumes of all new key personnel

4.3 KENYA AIRPORTS AUTHORITY SHALL FURNISH THE SUCCESSFUL CONTRACTOR WITH THE FOLLOWING RESOURCES:

4.3.1 ON-SITE SPACE

To facilitate fulfilling the requirements of this Work specification, the KAA will provide the O&M Contractor an office, workshop and storage space(s) at the Airport designated Terminus. The O&M Contractor shall use the spaces and associated provided to the O&M Contractor to fulfill the requirements of this Work specification.

- a) The O&M Contractor shall keep such areas clean and orderly at all times.
- b) The O&M Contractor shall keep the on-site office door locked whenever unoccupied.
- c) The O&M Contractor shall not allow persons who do not possess a current Airport security badge to remain in the on-site office unescorted.
- d) The O&M Contractor shall not store any items and not conduct any business not related to the Contract in the on-site spaces.

4.3.2 OPERATIONS AND MAINTENANCE MANUALS

To facilitate fulfilling the requirements of this Work specification, the KAA will allow the O&M Contractor to use the Maintained Systems' O&M manuals. The Maintained Systems' O&M manuals and related documentation (i.e., As-built/record drawings and the like) shall remain on the jobsite at all times. The O&M Contractor shall utilize these manuals only for work being performed at the job site. The manuals shall be returned to the Airports Authority at the end of the Contract period in the condition which they were received.

4.3.3 ON-SITE BHS SCADA EQUIPMENT FOR BHS LOT I

4.3.3.1 For LOT I (Maintenance for Terminal IA Equipment); The Airports Authority will provide the O&M Contractor with PLC-SCADA Workstation Computers and server for remote control and monitoring of the BHS Infrastructure.

4.3.3.2 It is expected that the O&M Contractor SHALL take care of this critical communication center and restrict the No of staff accessing the control room to minimum. Further, the Contractor shall ensure the control room is well lit and ventilated computers at Jomo Kenyatta

International Airport to access the Airports Authority's Local Area Network for the sole purpose of fulfilling the requirements of the Contract. The Airports Authority's IT department, to verify compliance of this requirement, may monitor O&M Contractor's computer usage.

4.3.3.3 The computer systems and related equipment shall remain on the jobsite at all times. The computer systems, related equipment and data shall remain the property of the Airports Authority at the end of the Contract.

4.3.3.4 The O&M Contractor shall not allow unauthorized users to operate or use the computers.

4.3.3.5 The O&M Contractor shall be responsible for notifying the Airports Authority's IT department of all computer malfunctions or troubles.

4.3.4 UTILITIES

KAA will pay the cost of on-site utilities i.e electricity, water, gas, and the like used in the operations and maintenance of the Maintained Systems as reasonable. The Authority will not compensate, or will back charge, the O&M Contractor for telephone usage fees and unreasonable utility charges.

4.3.5 WASTE REMOVAL

KAA will provide for pick-up of office waste, generated in the maintenance of the Maintained Systems, excluding hazardous waste materials (e.g., batteries and the like), which shall be the responsibility of the O&M Contractor.

4.3.6 AIRPORTS AUTHORITY CONTACT INFORMATION

The Airports Authority will provide phone numbers, e-mail and mailing addresses for the Contracting Officer, AIRPORT ENGINEER and other KAA key personnel as are warranted.

4.4 METHOD OF PAYMENT

The below shall form the basis for payment:

- (i) One-off payment for the supply of critical spares as tabulated in the **Schedule of Price**.
- (ii) Payment for continuous maintenance for the BHS equipment inclusive of the screening equipment shall be paid monthly in arrears subject to inspection and acceptance of services.

PRICE SCHEDULE

TERMINAL 1A BAGGAGE HANDLING SYSTEM (Part a)

NO	Area Description	QTY	Rate (Monthly)	Amount (Yearly)
1.0	Terminal 1A Check-in Areas			
1.1	Check-in counters 1 to 30, at check in East/West -Carry out tracking and alignment for 30No. weighing and injector belts -Cleaning of under belt counter platform to remove dirt, materials and accumulated bag stickers	30		
1.2	Carry service for 2No roller shutter doors and associated auxiliaries	2		
1.3	Carry out routine Service, verification of Atrax type Airport baggage weighing scales and ensure serviceability of the weighing scales, weighing scales and injector belts motor drives, load cells and associated accessories	30		
1.4	Carry out annual statutory calibration and certification for ALL T1A weighing scales	30		
2.0	Redundancy Belt line			
2.1	Carry out service for 7No motor drives for the transport belt, including lubrication, service for Local Motor Starters, control panels and ensure proper operation of the photoelectric sensors.	7		
2.2	Carry out alignment and tracking of transport belts	7		
2.3	Carry out routine service for shutter door and associated auxiliaries (Shut door motor, limit switches and fire alarm control panel).	Item		
3.0	Out of gauge conveyor belt line			
3.1	Carry out service for 3No motor drives for the transport belts, including lubrication, service Local Motor Starters, control panels and ensure proper operation of the photoelectric sensors.	Item		
3.2	Carry out alignment and tracking of transport belts	Item		
3.3	Carry out routine service for shutter door and associated auxiliaries	1		
4.0	Bag Sorters (Sorter South and Sorter North)			
4.1	-Ensure proper service and calibrations of the diverter arm switches and Pulse Position Indicator (PPI) sensor. -Cleaning of sorters control panels remote control HMI panels	2		
4.2	Ensure proper operation of the sorter bag carrier and the associated 4No drives	4		
4.3	Carry out routine maintenance for automatic/in line barcode bag tag scanners	3		
4.4	Carry out maintenance for hand held barcode scanners	2		
5.0	Transfer Area (Transfer 1&2).			
5.1	Carry out routine maintenance for transfer area drives units including associated local motor starters and ensure proper operation of assorted photoelectric sensors	32		
5.2	Carry out maintenance and service for 2No. weighing conveyor belt equipment with associated controls	2		
5.3	Carry out service for bag height gauge to ensure proper operation	6		
5.4	Carry out tracking and alignment of belt tandem for both transfers area	2		
5.5	Carry out reconditioning, rebuilding and rubberizing of idle rollers	12		
5.6	Carry out routine maintenance for the transfer and departure area Louvers unit	4		

NO	Area Description	QTY	Rate (Monthly)	Amount (Yearly)
1.0	Terminal 1A Check-in Areas			
6.0	TIA Arrivals			
6.1	Carry out routine maintenance for Arrivals area belt system drive units including local motor starters and ensure proper operation of assorted photoelectric sensors	4		
6.1	Carry out service for shutter doors and associated auxiliaries	4		
6.2	Carry out routine service for the arrival concourse carousels	4		
6.3	Carry out tracking and alignment of belt tandem for arrival area belt system			
6.4	Carry out reconditioning, rebuilding and rubberizing of idle rollers for Arrivals	10		
7.0	BHS Communication Network systems			
7.1	Provide upgraded BHS Scada system and emerging equipment technologies from time to time e.g. - PLC segment block programs, BHS servers, license and system access rights from the Manufacturer (Vanderlande Industries)- This shall be on need basis as recommended by the Airport Authority.	Item		
7.2	Smith Detection equipment spare parts,- servers, UPS and associated auxiliaries including security control room workstations- This shall be on need basis as recommended by the Airport Authority	1		
7.3	CTX Security equipment spare parts & servers, UPS and associated auxiliaries including security control room workstations - This shall be on need basis as recommended by the Airport Authority	1		
7.4	Carry out Quarterly BHS server rooms air conditioning equipment maintenance (High wall split-units 48,000BTU).	4		
7.5	Provide one off office equipment as follow: <ul style="list-style-type: none"> ➤ 2No office Desks ➤ 4No office chairs ➤ 1No file cabinet ➤ 1No laptop (HP Pro-book) 2No laptop-(HP Spectre: HP Spectre x360 2-in-1 Laptop 16-f0020ca Convertible Laptop 11th Gen Intel Core i7-11390H upto 5.0GHz 16" 3K Touchscreen Display 32GB DDR4-3200 MHz RAM 2TB PCIe NVMe TLC M.2 SSD 4GB GDDR6 NVIDIA GeForce RTX 3050 Laptop GPU Windows 11 Home Plus Pen 1 Year Warranty)-1No laptop for the Contractor Project manager and 1No for the Authority Mechanical Engineer. ➤ printer(1No) with a copier ➤ 1No HP desktop computer ➤ 4No walkie-talkie radios with a range of 1KM communication range.(The contractor to set up a common radio frequency) 	item		
7.6	Maintain a 24hrs call center through: <ul style="list-style-type: none"> ➤ Mobile communication that is available for 24/7 	Item		
7.7	Provide required insurance covers as listed below: <ul style="list-style-type: none"> ➤ WIBA ➤ Third party ➤ Damage to KAA equipment 	Item		
8.3	Carry out routine maintenance for 5No Level 1-2 Smith Detection 10080-2is EDX. This will involve: <ul style="list-style-type: none"> ➤ Cleaning of air filters ➤ Check and add cooling oil for the x-ray generator ➤ Check and clean/Unblock the pumps ➤ Provide an archive for storing scanned image minimum of three months. ➤ Ensure the equipment are maintained according to the 	item		

NO	Area Description	QTY	Rate (Monthly)	Amount (Yearly)
1.0	Terminal IA Check-in Areas			
	Manufacturer's Operation and Maintenance Manual.			
8.4	Carry out routine maintenance for 5No Level 3-4 CTX 5800 series Safran Morpho X-ray Screening Machine. This will involve: <ul style="list-style-type: none"> ➤ Ensure serviceability of the UPS ➤ Clearing of error logs ➤ Clean and ensure operational control panel and CTX network to the server. 	5		
8.5	Knowledge Transfer for operations and maintenance for the below: <ul style="list-style-type: none"> ➤ Factory Technical Training and certification of 6No KAA electromechanical technicians on BHS hardwares. ➤ Factory Technical Training and certification for 2No KAA Security screening technicians on CTX 5800 series and Smith Detection Machines. ➤ Factory Technical Training and certification for 2No KAA ICT technicians. Contractor to note that this shall be carried out Six months after contract signing. (The contract shall cater for Tuition fee, Air travels and per diem).	Item		
	TOTAL AMOUNT (INCLUSIVE VAT) FOR YEAR 1			
	TOTAL AMOUNT (INCLUSIVE VAT) FOR YEAR 2			
	TOTAL AMOUNT (INCLUSIVE VAT) FOR YEAR 3			
	TOTAL FOR 1a THREE (3) YEARS (INCLUSIVE VAT)			

ONE-OFF CRITICAL SPARES (Part b)

No	Item description	QTY	Rate	Amount
1	Supply and delivery for below list of BHS Terminal 1A critical spares			
2.	TIA Main control Cabinet-Relay 3UG4616-ICR20,SIEMENS	4		
3.	Sorter-Sick Inductive Proximity Sensor IM18-12NPS-ZCI	4		
4.	Drive Carousel & Sorters: Bearings 6006RS	10		
5.	Sorter, pressure Roll: Bearings 6003DU	10		
6.	Terminal 1A Transfer MCP: Weid-muller Module UR20-16DO-P-16 digital O/P 0.5A,Source 1315250000 SN:A06240PC730047I	6		
7.	Weid-muller Module UR20-16DO-PF-0,Power Feed, o/p 24VDC,1334740000,SN:A02540PC730024I	6		
8.	Transfer MCP:KTP 400 Comfort 6AV2 124-2DC01-OAXO	2		
9.	BHS Server, 6G DP 10K SAS 300GB Server file system hard disks	6		
10.	TIA main Control cabinets: Havels Fluorescent tube lights T8	8		
11.	Grip top belt for junction sorter system 1.5mm (Thickness) by 1000mm(wide)	50 meters		
12.	OOG Arrivals belt 3mm by 1300mm wide	30 meters		
13.	Departures Redundancy line and OOG smooth belt3mm by 1300mm width	30 meters		
14.	Assy push rod for sorters	10		
15.	Assy Diver shoe front guiding	5		
16.	Assy Divert shoe rear guiding	5		
17.	Wheel for sorters diameter 55mm	100		
18.	Assy pressure roll for sorter (012607-151-0001)	5		
19.	LMS TIA RASP- 312 AIISO-C320VI, 1.1Kw/400v	10		
20.	RASP 212AIISO-C320VI 0.75kW/400v TIA,Ramo 0.09-3Kw,400v	10 10		
	TOTAL AMOUNT			
	ADD: VAT			
	TOTAL (1b) (INCLUSIVE VAT)			
	GRAND TOTAL AMOUNT (1a+1b) INCLUSIVE VAT) <i>Amount to be transferred to the Form of Tender</i>			

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are:-

- (a) to provide sufficient information on the quantities of Services 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 Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule insufficient detail to distinguish between the different classes of Services, or between Services 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 Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Out puts and Performances, rather than Inputs, wherever

possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- g) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- h) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- i) "Foreign Currency" means any currency other than the currency of Kenya;
- j) "GCC" means these General Conditions of Contract;
- k) "Government" means the Government of Kenya;
- l) "Local Currency" means Kenya shilling;
- m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- n) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them;
- o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- p) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- q) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- s) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- v) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- w) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

- x) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment I to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, *inter alia*, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Value Engineering

2.5.1 The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

2.5.2 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

2.5.3 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
 - (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative Measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be

reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.7 Termination

2.7.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment I to the GCC, in competing for or in executing the Contract

2.7.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole

remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) changing the Program of activities; and
- c) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix Bin the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's

written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

6.1.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.1.2 Where the contract price is different from the corrected tender price, in order to ensure the contract or is not paid less or more relative to the contract price (*which would be the tender price*), any part payment valuation and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) No price will be payable in foreign currency.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/loc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and loc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's

notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Contractor's Claims

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full Supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) This fully detailed claim shall be considered as interim;
 - b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall never the less give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty- sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.5 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.6 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Law Society of Kenya
- or
- ii) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9. The Adjudicator

9.1. Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is N/A
1.1(w)	Project Manager is GENERAL MANAGER (Projects & Engineering Services)
1.1(e)	The contract name is Maintenance Services for Baggage Handling System Jomo Kenyatta International Airport for a Period of Three (3) years renewable annually based on satisfactory performance.
1.1(h)	The Procuring Entity is Kenya Airports Authority
1.1(m)	The Member in Charge is N/A
1.1(p)	The Service Provider is N/A
1.4	<p>The addresses are:</p> <p>Procuring Entity: Kenya Airport's Authority</p> <p>Attention: General Manager (Procurement & Logistics)</p> <p>Telex: Email: <u>tenders@kaa.go.ke</u></p> <p>Service Provider: N/A</p> <p>Attention: _____</p> <p>Email address _____</p>
1.6	<p>The Authorized Representatives are: General Manager (Projects & Engineering Services)</p> <p>For the Procuring Entity: Kenya Airports Authority</p> <p>For the Service Provider: N/A</p>
2.1	The date on which this Contract shall come into effect is <i>To be determined after tender award.</i>
2.2.2	The Starting Date for the commencement of Services is <i>14 days after contract signing.</i>
2.3	The Intended Completion Date is <i>Three (3) years from the date of commencement of service but to be renewed annually based on performance.</i>
2.5.3	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be % (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. (N/A)
3.2.3	<p>Activities to follow after the termination of this Contract are:</p> <ul style="list-style-type: none"> • Must vacate KAA premises • Must surrender the security passes issued during the performance of the contract • Hand over spares inventory • Hand over equipment operation maintenance manual • To surrender all the equipment's software rights & password.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> Not allowed to share confidential information
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle <u>Applicable</u> (ii) Third Party liability <u>Applicable</u> (iii) Procuring Entity's liability and workers' compensation <u>Applicable</u> (iv) Loss or damage to equipment and property <u>Applicable</u>
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p> <p>(Shall be in accordance with the Service Level Agreement)</p>
3.8.3	<p>The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.</p> <p>(Shall be in accordance with the Service Level Agreement)</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p><i>Office space & Stores</i></p>
6.2(a)	The amount in Kenya Shillings <i>As per the Contract.</i>
6.3.2	<p>The performance incentive paid to the Service Provider shall be: <u>N/A</u></p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule: (N/A)</p> <ul style="list-style-type: none"> • Mode of payment shall be: Monthly in arrears following the submission of the previous month's invoice accompanied by an Inspection and acceptance report. • Note: Invoice must be submitted on/or before 10th day of each month.
6.5	<p>Payment shall be made within 30_ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment.</p> <p>The interest rate is <u>N/A</u>.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____: (N/A)</p> <p>(a) For local currency:</p> <p style="margin-left: 40px;">A_L is _____</p> <p style="margin-left: 40px;">B_L is _____</p> <p style="margin-left: 40px;">C_L is _____</p> <p style="margin-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="margin-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="margin-left: 40px;">A_F is _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>B_F is _____</p> <p>C_F is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____</p> <p>The Defects Liability Period is _____ N/A _____.</p>
9.1	The designated Appointing Authority for a new Adjudicator is _____ N/A _____
9.2	<p>The Adjudicator is Nairobi Centre for International Arbitration (NCIA) guideline. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____</p>

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Subcontractors

List under: C-I List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-I.

Appendix D – Breakdown of Contract Price *List here the elements of cost used to arrive at the breakdown of the lump-sum price. This appendix will exclusively be used for determining remuneration for additional Services.*

Appendix E - Services and Facilities Provided by the Procuring Entity

Section X - Contract Forms

Table of Forms

1. PERFORMANCE SECURITY OPTION 1– (Unconditional Demand Bank Guarantee)
2. PERFORMANCE SECURITY OPTION 2– (Performance Bond)
3. ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]
4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (herein after called" the Applicant") has entered into Contract No. _____ *[dated]* _____ with the Beneficiary, for the execution of _____ (herein after called" the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....2.....², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 - (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

PERFORMANCE BOND No.: _____

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ Day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day__of_____20_____.

SIGNED ON_____on behalf of

By_____in the capacity

of In the presence of_____.SIGNED ON

_____on behalf of

By_____in the capacity of

In the presence of _____

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____() ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of, 2, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the

Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: **KAA/OT/JKIA/0170/2023-2024**

Name of the Tender Title/Description: **KAA/OT/JKIA/0170/2023-2024 THREE YEARS
MAINTENANCE SERVICES FOR BAGGAGE HANDLING SYSTEM FOR TERMINAL 1A AT JOMO
KENYATTA INTERNATIONAL AIRPORT**

To: **KENYA AIRPORTS AUTHORITY**

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
I.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?:	1. Exercises significant influence or control over the Company body of the Company (tenderer) (Yes / No) Yes -----No----- - 2. Is this
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Postal address				Direct..... Indirect.....	influence or control exercised directly or indirectly? Direct..... Indirect.....
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- ----- % of shares Indirectly----- ----- % of shares	Directly.....% of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.						
t.						
c						

Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp