SUPPLY, DELIVERY. INSTALLATION, TESTING AND COMMISSIONING OF AN

ECO-FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT

TENDER NO: KAA/OT/EIA/0222/2023 -2024

APRIL 2024

MANAGING DIRECTOR/CEO KENYA AIRPORTS AUTHORITY AUTHORITY P.O. BOX 19001 - 00501 NAIROBI	GENERAL MANAGER (P&ES) KENYA AIRPORTS P.O. BOX 19001 - 00501 NAIROBI

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INVITATION TO TENDER (ITT):

TENDER NO: KAA/OT/EIA/0222/2023 -2024 Date: 30th April 2024

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION , TESTING AND COMMISSIONING OF AN ECO-FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT

1. The Kenya Airport Authority invites sealed tenders for the construction of Supply, Delivery, Installation, Testing and Commissioning of an Eco-Friendly Diesel Generators at Eldoret International Airport

2. Tendering will be conducted under open competitive method National using a standardized tender document.

3. A complete set of Tender documents are downloadable from the KAA supplier 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, 661100 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. 800,000.00. Tenderers who have obtained digital tender security must provide together with a bid, a mechanism to verify the Tender Security such as the use of a quick response (QR) code or an online portal.

6. The tender shall be submitted online on or before 16th May 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 screen (Technical Proposal on C folder under technical Rfx Response system will lead you to the second screen (C folder) where the system creates a folder specific to you for uploading your response documents, click on òTenderó the system will allow you to create a document, Click òcreateó button and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/

5. Bidders are required to note the following while submitting their tender documents:

   I. Prepare a table of contents indicating the page number on the mandatory and technical requirements of your tender document. Please provide this under one attachment in the Technical RFX response (c folder)

   II. Please attach your Form of tender/ Financial Proposal and the Price Schedule/Bill of Quantities as required in the tender document under the Notes and Attachments in the KAA Portal. Please provide this under one attachment

   III. Any other documents to be submitted which are not in (i) and (ii) above, kindly provide them as an annex of your tender document. Please provide in another attachment/s under the Technical RFX response (c folder

7. The tenders will be opened online immediately on 16th May, 2024 at 11.00 am at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to you after you have submitted you tender online and would wish to participate in the tender opening. You shall therefore be required to submit your email address to

tenders@kaago.ke to enable them access this link during the tender opening.

8. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya Shillings and shall remain valid for 126 days from the closing of Tender.

9. The addresses referred to above are:

Address for obtaining further information

i. Name of Procuring Entity ðKENYA AIRPORTS AUTHORITY
ii. Physical address- Kenya Airports Authority Headquarters Complex Building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department
iii. Postal Address ðP.O Box 19001 ð00501 Nairobi
iv. Of þ to be contacted. ðGeneral Manager, Procurement and Logistics,
v. Email: tenders@kaa.go.ke

10. Bidders shall not have access to the e Procurement systems after the official closing time

PART 1 - TENDERING PROCEDURES

1.1. SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 In connection with the Invitation to Tender (ITT) (TDS), the Procuring Entity, issues this Tendering document for the Design, Supply and Installation of Plant and equipment as specified in Section VII, Procuring Entity's Requirements

2. Definitions

2.1 Throughout this Tender document:

a) The term "in writing" means communication in written form (e.g. 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 in Kenya. It excludes the Kenya's official public holidays.

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 "Declarations" Tenders 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 sanctions may be imposed. To this effect, Tenderers 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 firms or their Affiliates competing for a subcontract have not been given advantage from having assisted in the specification, design or conception of the goods, works or services, or having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all firms with this tender document all information that would in that respect give such firms unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, 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 enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of 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 and their relatives (i.e. spouse, child, parent, brother or sister and a child, parent, brother or sister of a spouse) their business associates, agents and firms/organizations in which they have a substantial or controlling interest shall be ineligible 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. 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 technical specifications of the Plant and the Transportation Services; or

f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Project Manager for the Contract implementation; or

g) would be providing goods, works, or non-consulting 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 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 (i) are directly or indirectly involved in the preparation of the Tendering document or specifications of the Contract, or the 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 accepted by the Procuring Entity.

4.4 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract

4.5 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.6 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.

4.7 A Tenderer that has been debarred by the PPRA shall be ineligible to be prequalified, initially selected for, Tender for, propose for award, as the PPRA finally shall have determined. The list of debarred firms and individuals is available at PPRA Website www.ppra.go.ke.

4.8 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.

4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or (b) by 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. Where the procurement is implemented across jurisdictional boundaries, then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labour) 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 the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in- EVALUATION AND QUALIFICATION CRITERIA, Item 9 ó .

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. JVs are considered as foreign tenderers if the individual members registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price.

4.12 The Competition Act 2010 requires a tender to a Joint Venture undertaking which may prevent, distort or lessen competition in provision of services prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority of Kenya. 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

4.13 A Kenyan tenderer shall provide evidence of having a valid tax clearance certificate or Revenue Authority exemption c

5. Eligible goods, Plant and equipment for Installation Services

5.1 The Plant and equipment for Installation Services to be supplied under the Contract may have their origin in any eligible country.

5.2 For purposes of ITT 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

5.3 Any 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.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The Tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 10.

1.2. PART 1 - 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

v) Section V - Eligible Countries

vi) Section VI - Fraud and Corruption

1.3. PART 2 - Procuring Entity's Requirements

vii) Section VII - Procuring Entity's Requirements

1.4. PART 3 - Conditions of Contract and Contract Forms

viii) Section VIII - General Conditions of Contract (GCC)

ix) Section IX - Special Conditions of Contract (SCC)

x) Section X - Contract Forms

6.2 The Invitation to Tender Notice issued by the Procuring Entity is not part of the 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 10. 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. Non-attendance 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 Documents shall notify the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS or raise its enquiries during the pre-specified 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 web page 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 may be in another language provided they are accompanied by an accurate translation of the relevant passages in 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 14.1;

b) Price Schedules completed in accordance with ITT 14 and ITT 19;

c) Tender Security or Tender Securing Declaration, in accordance with ITT 22;

d) Alternative Tender, if permissible, in accordance with ITT 15;

e) Authorization: written confirmation authorizing the signatory to commit the Tenderer, in accordance with ITT 23.3;

f) Eligibility of Plant and Installation Services: documentary evidence established in accordance with ITT 16.1 that the Plant and Installation Services offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;

g) Tenderer's Eligibility: documentary evidence in accordance with ITT 17.1 establishing the Tenderer's eligibility to bid and its capacity to perform the Contract if its Tender is accepted;

h) Conformity: documentary evidence in accordance to ITT 18 that the Plant and Installation Services offered by the Tenderer conform to the Tendering document;

i) Subcontractors: list of subcontractors in accordance with ITT 18.2; and

j) Any other document required in the TDS.

13.1 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered in to 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 serialize pages of all tender documents submitted.

13.2 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 Price Schedules

14.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed as instructed in each form 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 requested information

15. Alternative Tenders

15.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

15.2 When alternatives to the Time Schedule 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 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the Tendering document must provide: (i) a price at which they are prepared to offer a Plant meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, proposed installation price methodology and other relevant details. 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.

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

16. Documents Establishing the Eligibility of the Plant and Installation Services

16.1 To establish the eligibility of the Plant and Installation Services in accordance with ITT 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

17. Documents Establishing the Eligibility and Qualification of the Tenderer

17.1 To establish its eligibility and qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, information requested in the corresponding information provide sheets included in Section IV, Tendering Forms.

17.2 Tenderers shall be asked to provide, as part of the data for qualification, details of ownership, as shall be required to determine whether, according to the classes established by the Procuring Entity a supplier or group of suppliers qualifies for preference. Further information will enable the Procuring Entity identify any actual or potential conflict of interest in relation and/or contract management processes, possibility of collusion between tenderers, and thereby help to prevent any corrupt influence relative to the procurement process or contract management.

17.3 The purpose of the information described in ITT 15.1 above overrides any claims which a tenderer may have. There can be no circumstances in which it would be just 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. Tenders will not be accepted by the Procuring Entity, as a consequence of a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.4 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 15.1. 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.

17.5 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.

17.6 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 tenderer will be rejected.

17.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by other interest which could materially affect the procurement or contract management process, then:

i) if the procurement process is still ongoing, 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 persons have committed any criminal offence.

17.8 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out- of-date, or attempts to obstruct the verification process, consequences ITT 67 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.

18. Documents Establishing the Conformity of the Plant and Installation Services

18.1 The Tenderer shall furnish the information stipulated in Section IV, Tendering Forms in sufficient detail to demonstrate substantial responsiveness of the Tenderers' proposal to the work requirements and the completion time.

18.2 For major items of Plant and Installation Services as listed by the Procuring Entity in Section IV, Evaluation and Qualification Criteria which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

18.3 The Tenderer shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITT 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITT 5 and ITT 15.1.

19. Tender Prices and Discounts

19.1 Unless otherwise specified in the TDS, Tenderers shall quote for the entire Plant and Installation Services on a single responsible basis. The total Tender price shall include all the Contractor's obligations mentioned in or to be reasonably inferred from the Tendering document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Tendering document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and

training services and such other items and services in accordance with the requirements of the General Conditions. Items against which no price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed to be covered by the prices for other items.

19.2 Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the Tendering document.

19.3 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Tendering Forms.

19.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Tendering Forms, from those numbered 1 to 4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total Tender price (s) to be entered in the Form of Tender. Tenderers shall note that the plant and equipment included in Schedule Nos. 1 and 2 below exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No.4, Installation Services. The Schedules comprise:

Schedule No. 1 : Plant (including Mandatory Spare Parts) Supplied from Abroad
Schedule No. 2: Plant (including Mandatory Spare Parts) Supplied from within Kenya
Schedule No. 3 : Design Services
Schedule No. 4: Installation Services
Schedule No. 5: Grand Summary (Schedule Nos. 1 to 4)
Schedule No. 6: Recommended Spare Parts

19.5 In the Schedules, Tenderers shall give the required details and a breakdown of their prices as follows:

a) Plant to be supplied from abroad (Schedule No.1):

The price of the Plant shall be quoted on CIP-named place of destination basis as specified in the TDS, including all taxes payable in Kenya.

b) Plant manufactured within Kenya (Schedule No.2):

i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex works", "ex factory", "ex warehouse" or "off-the-shelf" as applicable);

ii) Sales tax and all other taxes payable in Kenya on the plant if the contract is awarded to the Tenderer; and

iii) The total price for the item.

c) Design Services (Schedule No.3);

d) Installation Services shall be quoted separately (Schedule No.4) and include rates or prices for local transportation to place specified in the TDS, insurance and other services incidental to delivery of the plant, all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Tender for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in Kenya as of twenty-eight (28) days prior to the deadline for submission of Tenders;

e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in subparagraph (a) or (b) above in accordance with the origin of the spare parts.

19.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, specified in the TDS.

19.7 The prices shall be either fixed or adjustable as specified in the TDS.

19.8 In the case of Fixed Price, prices Tenderers quote by shall be fixed during performance of the contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

19.9 In the case of Adjustable Price, prices quoted by the Tenderer shall be subject to adjustment during performance of the contract to reflect changes such as labour, material, cost of fuel, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Tender submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Tenderers are required to indicate the source of labour and material indices in the corresponding Form in Section IV, Tendering Forms.

19.10 If so indicated in ITT 1.1, Tenders are being invited for individual lots (contracts) or for a combination of lots (packages). Tenderers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Form of Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.

19.11 Tenderers wishing to offer any unconditional discount shall specify in their Form of Tender the offered discounts and the manner in which price discounts will apply.

20. Currencies of Tender and Payment

20.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same. The Tenderer shall quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in the currency of Kenya, unless otherwise specified in the TDS.

20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of Kenya.

21. Period of Validity of Tenders

21.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the Tender submission deadline (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.

21.2 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, the Tenderer granting the request shall also extend the Tender Security for twenty-eight (28) days beyond the deadline of the extended validity 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.

21.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:

a) In the case of fixed price contracts, the Contract price shall be the Tender price

adjusted by the factor or factors specified in the TDS;

b) In the case of adjustable price contracts, no adjustments shall be made; or

c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

22. Tender Security

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

22.2 A Tender-Securing Declaration shall use the form included in Section IV Tendering Forms.

22.3 If a Tender Security is specified pursuant to ITT 20.1, the Tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

a) cash;

b) a bank guarantee;

c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

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

22.5 If a Tender Security is specified pursuant to ITT 20.1, unsuccessful Tenderers' Tender Securities shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT 47.

22.6 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.

22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

b) If the successful Tenderer fails to:

i) Sign the Contract in accordance with ITT 47; or

ii) Furnish a performance security in accordance with ITT 48.

22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to PPRA to debar the Tenderer from participating in public procurement as provided in the law.

22.9 The Tender Security or the Tender-Securing Declaration of a JV shall 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 the 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 11.2.

23. Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "Original." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "Alternative." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly marked "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 Tenderers shall maintain the information in their Tenders which is proprietary to their business. This may include proprietary information, trade secrets or commercially sensitive information.

23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person 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 initialled by the person signing the Tender.

23.4 In the case that 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.

23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

24. Submission, Sealing and Marking of Tenders

24.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope). The Tenderer shall place the following separate, sealed envelopes:

Inner Envelops:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) In an envelope marked "COPIES", all required copies of the Tender; and

c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:

i) In an envelope marked "ORIGINAL ALTERNATIVE TENDER", the alternative Tender; and

ii) in the envelope marked "COPIES ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes shall:

a) Bear the name and address of the Tenderer;

b) Be addressed to the Procuring Entity in accordance with ITT 23.1;

c) Bear the specification number of this Tendering process indicated in accordance with ITT 1.1; and

d) Bear a warning not to open before the time and date for Tender opening.

The outer envelope(s) in which the inner envelops are enclosed shall:

a) Be addressed to the Procuring Entity in accordance with ITT 23.1;

b) Bear the specification number of this Tendering process indicated in accordance with ITT 1.1; and

c) Bear a warning not to open before the time and date for Tender opening.

24.2 If all envelopes are 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 not be accepted.

25. Deadline for Submission of Tenders

25.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated 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.

25.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering document in accordance with ITT 8, 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.

26. Late Tenders

26.1 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.

27. Withdrawal, Substitution, and Modification of Tenders

27.1 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 in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked ò Withdrawal,ó ò Substitution,ó ò Modificationó;

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

27.3 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.

28. Tender Opening

28.1 Except as in the cases specified in ITT 24.4 and ITT 25.2, the Procuring Entity shall publicly open and read out in accordance with ITT 26.5 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 procedures required if electronic Tendering is permitted in accordance with ITT 23.1, shall be as specified in the TDS.

28.2 First, the written notice of withdrawal in the envelopes marked ò Withdrawal ó shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. 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.

28.3 Next, envelopes marked ò Substitution ó shall be opened and 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.

28.4 Next, envelopes marked ò Modification ó 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.

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

28.6 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 Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

28.7 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).

28.8 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 if applicable, including any discounts;
c) Any alternative Tenders; and
d) The presence or absence of a Tender Security or a Tender-Securing Declaration.
e) Number of pages for each tender

28.9 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 record shall be distributed to all Tenderers.

D. Evaluation and Comparison of Tenders

29. Confidentiality

29.1 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 such process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

29.3 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.

30. Clarification of Tenders

30.1 To assist in the examination, evaluation and comparison of the Tenders, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the Tenderer's response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

30.2 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.

31. 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) ò Omissions the failure to submit part or all of the information or documentation required in the Tendering document.

32. Determination of Responsiveness

32.1 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 11.

32.2 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 Plant and Installation Services specified in the Contract; or

ii) Limit in any substantial way, in consistent with the Tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

b) if rectified, would unfairly affect the competitive position of other presenting substantially responsive Tenders.

32.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4 If a Tender is not substantially responsive to the requirements of the 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.

33. Nonmaterial Non-conformities

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender.

33.2 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 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.

33.3 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 the manner specified in the TDS.

34. Correction of Arithmetical Errors

34.1 Provided that the tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the

amount in figures shall prevail subject to (a) and (b) above.

34.2 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. The method of determining the error as a non major deviation shall be specified in the TDS.

34.3 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.

34.4 The Procuring Entity shall calculate the difference between the corrected and tender price and work out the percentage difference, which will be plus or minus tender price as the case may be; [i.e. (corrected tender price – tender price)/ tender price X100]. This percentage difference between corrected tender price and tender price may be used to determine if the error so detected is considered a major deviation that affects the substance of the tender.

34.5 On award of contract, all payment valuations and additions in certificates valued based on rates in the Bill of Quantities will be adjusted by such percentages specified in ITT 31.4 to ensure contractor is not paid less or more relative to the contract price which would be the tender price.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

36. Margin of Preference

36.1 A margin of preference may be allowed on locally manufactured goods (plant and equipment) only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

36.2 A margin of preference shall not be allowed unless it is specified so in the TDS.

36.3 Contracts procured on basis of international tendering and competition shall not be subject to reservations exclusive/ specific group disability. under w

36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates the businesses or firms be large eligible to tender. Tenders shall be reserved groups to only one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

37. Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section 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 Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and that has been determined to be:

a) Most responsive to the Tendering document; and

b) The lowest evaluated cost.

37.2 Technical Evaluation . The Procuring Entity will carry out a detailed technical evaluation of the Tenders not previously rejected to determine whether the technical aspects are in compliance with the Tendering document. The Tender that does not meet minimum acceptable standards of completeness, consistency and (or maximum, as the case may be) the sp

requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, the Procuring Entity will examine and compare the technical aspects of the Tenders on the basis of the information supplied by the Tenderers, taking into account the following:

a) Overall completeness and compliance with the Procuring Entity's Requirements; conformity of the Plant and Installation Services offered with the specified requirements; conformity with the specified minimum or maximum criteria, including corresponding to each functional guarantee, indicated in the Specifications in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Tender;

b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and

c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

37.3 Where alternative technical solutions have been allowed in accordance with ITT 13, offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

37.4 Economic Evaluation. To evaluate a Tender, the Procuring Entity shall consider the following:

a) the Tender price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;

b) price adjustment due to discounts offered in accordance with ITT 17.11;

c) price adjustment due to quantifiable material non-conformities in accordance with ITT 31.3;

d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and

e) the evaluation factors specified in the TDS and in Section III, Evaluation and Qualification Criteria.

37.5 If price adjustment is allowed in accordance with ITT 17.7, 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 taken into account in Tender evaluation.

37.6 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 any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.4 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders and Abnormally High Tenders

39.1 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 to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Tenderer shall seek written clarifications from the Tenderer, including detailed price analysis of its price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to deliver the contract for the offered tender price, the Procuring Entity shall reject the Tender.

39.4 An abnormally high 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.

39.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and contribution to the abnormally high tenders. The Procuring Entity may also seek written clarification from the on the reason for the high tender price. The Procuring Entity shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract, are the cause of abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

39.6 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.

40. Unbalanced or Front Loaded Tenders

40.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include analyses to demonstrate the consistency of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tendering document.

40.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may:

a) Accept the Tender; or

b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

c) Reject the Tender.

41. Eligibility and Qualification of the Tenderer

41.1 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, Qualification Criteria. Evaluation a

41.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.1. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Tendering document) or any other firm different from the Tenderer (s)

41.3 An affirmative determination shall be prerequisite to the award of Contract to the Tenderer. A negative determination shall result in disqualification of the Tenderer, 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 the Contract satisfactorily.

41.4 The capabilities of the manufacturers and subcontractors proposed in its Tender to be used by the Tenderer with the Lowest Evaluated Tender will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation in the Tender shall be confirmed by letters of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract,

The corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

42. Procuring Entity's right to Accept Any Tender and to Reject Any or All Tenders

42.1 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 specified Tender Securities shall be promptly returned to the Tenderers.

E. Award of Contract

43. Award Criteria

43.3 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Lowest Evaluated Tender. This is the Tender of the Tenderer and whose Tender has been determined to be qualified to be:

a) Substantially responsive to the Tendering Document; and

b) The lowest evaluated cost

44. Notice of Intention to Enter into a Contract/ Notification of Award

44.1 When a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification to the successful Tenderer of the Award of Contract. The Notification of Intention to Award shall contain, the following information:

a) The name and address of the Tenderer submitting the successful Tender;

b) The Contract price of the successful Tender;

c) A statement of the reason (s) the Tender (of the unsuccessful Tenderer to whom the Form is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

d) The expiry date of the Standstill Period; and

e) Instructions on how to request a debriefing and/or submit a complaint during the period.

45. Standstill Period

45.1 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. In the case of a single bid submitted, the Standstill Period shall not apply.

45.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted

to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

46. Debriefing by the Procuring Entity

46.1 On receipt of the Procuring Entity's Notification to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

46.2 Debriefing of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

47. Letter of Award

47.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint, if any, 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.

48. Signing of Contract

48.1 Upon the expiry of the fourteen days contract stand-still period and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

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

48.3 The written contract shall be entered into within 21 days of award and before expiry of the tender validity period

48.4 Notwithstanding ITT 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Tenderer shall not be bound by its Tender, always provided however, that the Tenderer can demonstrate to the satisfaction of the Procuring Entity that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.

49. Performance Security

49.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security in accordance with the General Conditions GCC 13.3, subject to ITT 38, 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.

49.2 Failure of the successful Tenderer to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

50. Publication of Procurement Contract

50.1 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.

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in its Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Procurement Related Complaint and Administrative Review

51.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

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

SECTION II - TENDER DATA SHEET

The following specific data for the Facility and the services to be provided 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
A. General	
ITT 1.1	TENDER NO: KAA/OT/EIA/0222/2023 -2024 The Procuring Entity is: KENYA AIRPORTS AUTHORITY The name of the contract is: SUPPLY, DELIVERY. INSTALLATION, , TESTING AND COMMISSIONING OF AN ECO-FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT The number and identification of lots (contracts) comprising this ITT is: 2
ITT 2.1a)	The name of the Project is: SUPPLY, DELIVERY. INSTALLATION, , TESTING AND COMMISSIONING OF AN ECO -FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT
	Electronic ÒProcurement System shall be used. The Procuring Entity shall use the following electronic procurement system to manage this Tendering process: Completed Tender documents and its attachments must be submitted online before closing date. All relevant submission documents must be attached on the log screen (Technical Proposal on Cfolder under technical Rfx Response system) and lead you to the second screen (Cfolder) where the system creates a folder specific for you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on ò T e B c ì n t e ó system will allow you to create a document, Click ò c r e a t e ó button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manu
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: *N/A*
B. Tendering Document	
ITT 8.1	The pre-tender conference and visit of the site of the works will be held If it will be held, it will be held on 7th May ,2024 *AT 10:00AM* And at PROJECT SITE: ELDORET INTERNATIONAL AIRPORT ò ELDORET
ITT 8.2	Any questions in writing, shall reach the Procuring Entity not later than three (3) days before the opening/closing date of the tender
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works will be published at the website: www.kaa.go.ke
ITT 9.1	The Tenderer will submit any request for clarifications in writing at the address:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

	Attention: *General Manager, Procurement & Logistics* Postal Address: *P.O. Box 19001-00501 Nairobi, Kenya* Physical Address: *Kenya Airports Authority Headquarters Complex Building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department* Electronic mail address: tenders@kaa.go.ke Request for clarification should be received by the Procuring Entity no later than three (3) days before closing/opening date.
C. Preparation of Tenders	
ITT 13.1 (j)	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	Alternatives to the Time Schedule *shall not be* permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services *NOT REQUIRED* as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 19.1	Tenderers shall quote for the following components or services on a single responsibility basis: SUPPLY, DELIVERY. INSTALLATION, , TESTING AND COMMISSIONING OF AN ECO -FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT ECO-FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT
ITT 19.5 (a) and (d)	Place of destination: DDP to ELDORET INTERNATIONAL AIRPORT ð ELDORET Final destination (Project Site): ELDORET INTERNATIONAL AIRPORT ð ELDORET
ITT 19.6	The Incoterms edition is: *2022 (or Latest Edition)*
ITT 19.7	The prices quoted by the Tenderer *shall not* be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tenderer *is* required to quote in Kenya Currency (Kshs.)
ITT 21.1	The Tender validity period shall be *126* days from the date of tender opening/closing.
ITT 21.3 (a)	The Tender price shall be adjusted by the following factor(s): N/A
ITT 22.1	Tender security shall be Kshs. 800,000.00 and shall be valid for 156 days from the date of tender opening. Tenderers who have obtained a digital tender security must provide together with bid, a mechanism to verify the Tender Security such as use of quick response (QR) code or an online portal. The tender security shall be in any of the following forms:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	a) cash or bank cheque; or b) a bank guarantee; or c) guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA); or d) Letter of credit. Bidders shall be required to submit your original Tender Security/ Bid Bond physically i office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender Note: we request if you have printed the Bid Bond and not the Bank to get it certified by Bank before submission.
ITT 23.1	In addition to the original of the Tender, the number of copies is: NOT APPLICABLE. TENDER MUST BE SUBMITTED ONLINE
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: *Power of Attorney certified by The Commissioner of Oath*
D. Submission and Opening of Tenders	
ITT 25.1	Completed Tender documents and its attachments must be submitted online before closing date 16th May 2024 at 11.00 a.m. All relevant submission documents must attached on the login screen (Technical Proposal on C folder under technical RfX Response system will lead you to the second screen (C folder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on ò T e B c in the system will allow you to create a document, Click ò c documents and Financial Proposal on P Submission Screen). A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals
ITT 28.1	Tenders will be opened online immediately on 16th May 2024 at 11.00 am at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. In observing the protocols as provided by the Ministry of Health of the prevention of COVID-19 there shall be no physical attendance of the tender opening. However, a virtua link shall be provided to those tenderers who shall submit their tenders online and woul wish to participate in the tender opening. Tenderers shall therefore be required to subm their email address to tenders@kaa.go.ke to enable them access this link during tender opening.
ITT 28.6	The Form of Tender and Price Schedules shall not be initialed by representatives of the Procuring Entity conducting Tender opening *Since it is submitted online*
E. Evaluation, and Comparison of Tenders	
ITT 35.1	The currency that shall be used for Tender evaluation and comparison purposes to convert (at the selling exchange rate) all Tender prices expressed in various currencies into a single currency is: Kenya shillings (Kshs) The source of exchange rate shall be: *the Central Bank in* Kenya The date for the exchange rate shall be: *16th May* ,2024

ITT 36.2	A margin of preference as provided by the PPADA 2015.
ITT 37.4 (e)	The adjustments shall be determined using the following criteria, from among those set out in Section III, Evaluation and Qualification Criteria *[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]* ***(a)*** Deviation in Time for Completion: *NO* ***(b)*** Life cycle costs: the projected operating and maintenance costs during the life of the goods or equipment: *NO* ***(c)*** Functional Guarantees of the Facilities: *NO* ***(d)*** Work, services, facilities, etc., to be provided by the Procuring Entity *NONE*
ITT 45 Standstill Period	The Standstill Period is 14 Business Days after the date the Procuring Entity has transmitted to all Tenderers that submitted a Tender, the Notification of Intention to Award the Contract to the successful Tenderer.
ITT 51	The hourly fee specified is N/A plus reimbursable expenses.
ITT 52.1	The procedures for making a Procurement-related Complaint shall be carried out as per the Public Procurement and Asset Disposal Act (PPADA) 2015 an Regulations PPADR 2020 and are also available from the PPRA w info@ppra.go.ke or complaints@ppra.go.ke. In summary, a Procurement-related Complaint may challenge any of the following: 1. The terms of the Tendering Documents; and 2. The Procuring E n t decisions to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.2 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 turn over 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 33.1. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.3 This section contains the criteria that the Procuring Entity shall use to evaluate tenders and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this 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.

1.4 Evaluation and contract award Criteria

1.4 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 eligibility 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 (including requirements in the qualification and experience forms in the questionnaire) and other requirements in the ITT and that the tender is complete in all aspects in meeting the requirements of the Procuring Entity's Requirements, including checking for tenders with unacceptable errors, abnormally low tenders, and abnormally high tenders. The Standard Tender Evaluation Report for Goods and Works provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will not be considered further.

Part I - Preliminary Evaluation

The following are the MANDATORY Requirements that SHALL constitute the evaluation criteria at the Preliminary Evaluation Stage:

No.	Requirement	Compliance
1.	Duly filled, signed and stamped form of tender	Must Meet
2.	Tender security shall be KES. 800,000.00 and shall be valid for 156 days from the date of tender opening. Tenderers who have obtained a	Must Meet

	digital tender security must provide together with bid, a mechanism to verify the Tender Security such as use of quick response (QR) code or an online portal. The tender security shall be in any of the following forms: a) cash or bank cheque, or b) a bank guarantee, or c) Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA).	
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.	Must Meet
4.	A valid KRA tax compliance certificate or its equivalent in their country of origin.	Must Meet
5.	Valid Trade License/Business permit in the county of operation.	Must Meet
6.	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
7.	Tender Document to be sequentially serialized from the first to the last page including all the forms. All blank pages must clearly marked ò B L A N K ó .	Must Meet
8.	Duly filled and signed Confidential Business Questionnaire form in the format provided in the tender document	Must Meet
9.	Submission of a dully filled, signed and stamped price schedule form.	Must Meet
10.	Submission of dully filled Qualification forms i. Form EQU ii. Form Personnel iii. Tenderer Information Form iv. Form Con-2 v. Form Fin 3.1, 3.2, 3.3, & 3.4 vi. Form Exp 4.1, 4.2 (a) & 4.2 (b)	Must Meet
11.	Duly filled Certificate of Independent Tender Determination	Must Meet
12.	a) Duly filled self-Declaration that the Person/Tenderer is not Debarred in the Matter of the Public Procurement And Asset Disposal Act 2015.	Must Meet
13.	b) Duly filled Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice.	Must Meet
14.	c) Duly filled Declaration and commitment to the Code of Ethics	Must Meet
15.	Submission of duly filled technical specification requirements as per the table.	Must Meet
16.	Submission of Detailed Mobilization Plan & Detailed Construction Schedule This should be clear and demonstrate/indicate for each activity. Project period not exceeding 1 YEAR	Must Meet
17.	Submission of valid EPRA License (Company's ðELECTRICAL CONTRACTOR) A-2 Valid EPRA license A1/A2-GENERATOR SPECIALITY	Must Meet
18.	Submission of valid NCA Registration certificate and a valid practising licenses that fall within categories NCA (1-4) ðElectrical Services Installations	Must Meet
19.	Submission of Manufacturer ISO 14001:2015 certificate OR NEMA license for key equipment ðgenerators and power boards/ATS panels .	Must Meet
20.	Submission of Manufacturer ISO 9001:2015 certificate for quality Management OR KEBS certification for the key equipment i.e generators and power boards/ AMF panels	Must Meet

21.	Have you ever been contracted by KAA? state Yes/No If you have ever been contracted by KAA and i. performed poorly in contract(s)/or been terminated in contract(s) you need not apply; the bids will not be considered ii. have two (2) ongoing projects you need not apply, the bids will not b considered Bidder must provide written addressed to m MD/CEO Kenya Airports Authority confirming the same	Must Meet
22.	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 required to submit the site attendance sheet signed by KAA staff/representativ at the site meeting - Electrical Technician	Must Meet
23.	Copies of the following documents as proof of access to liquid assets of not less than KES 50 Million or capacity to have a minimum cash flow of KES. 50 million This shall be evidenced by any of the following: a) Letter of line of credit from approved financial institution specific to this project and indicating the amount available. b) Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed. c) Current bank statement for the last three months d) Or a combination of the above	Must Meet
24.	Copy of CR 12. 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, a at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providin a list of directors and shareholding status.	Must Meet
	NOTE: Bidders who do not meet any of the above requirements will be disqualified and shall not be evaluated further.	

Technical Evaluation

The following SHALL constitute the evaluation criteria at the Technical Evaluation stage:

No.	Requirement	Compliance
1.	Proof of three (3) similar works in diesel generator works completed within the last 5 years either (2017 ð 2021) or (2018 ð 2022) with an average value of not less than Ksh. 50 million evidenced by Contracts or LPOs accompanied with; Å Copy of Defects Liability Certificates indicating the amount; or Å Copy of completion certificate indicating the amount; or Å Interim payment certificate of not less than 80% value of the contract; The documents provided here shall be for the works done in Form Exp 4.1, 4.2(a) and 4.2(b)	Must Meet
2.	Qualifications and technical experience of site personnel to manage and execute the works on the site. One (1) Project Supervisor , The Project Supervisor shall have at least a degree in Electrical and Electronics Engineering and Registered with EBK as a graduate engineer and with at least five (5) years of experience. This shall be evidenced by ¶ Signed C V ïs by both the nominee and the employer ¶ Academic Certificates Certified by Commissioner of Oath One (1) Technicians. The technicians shall have at least a Diploma in Electrical and Electronic Engineering with a minimum of two (2) years of experience generator installations. This shall be evidenced by ¶ Signed C V ïs by both the nominee and the employer ¶ Academic Certificates Certified by Commissioner of Oath One (1) Technicians The technicians shall have at least a Diploma in Mechanical Engineering with a minimum of two (2) years of experience in generator Installations. This shall be evidenced by ¶ Signed C V ïs by both the nominee and the employer ¶ Academic Certificates Certified by Commissioner of Oath At least one of the above staff member must have an EPRA license minimum A1/A2-Generator option electrical technician. The documents provided here shall be for the staff proposed in Form PER -1- and PER2 for Proposed Personnel The personnel in the proposed roles must provide a written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and must be specific to this tender	Must Meet

No.	Requirement	Compliance
3.	Full compliance to Technical Specifications for key equipment. This is a mandatory fulfilment and a bidder who fails on any of the critical parameters shall be deemed non-responsive. Only one catalogue/brochure shall be submitted for the specification of each equipment. Bids with more than one brochure/catalogue pertaining the technical specifications for each equipment will be considered non-responsive. The key equipment therein are: i) generator ii) AMF panel iii) power boards iv) fuels system v) Cables	Must Meet
4.	The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer letterhead signed and stamped. iii) generator iv) AMF panel v) power boards vi) fuels system vii) Cables	Must Meet
5.	Confirmation of Business Premise/workshops with OSHA Registration of workplace certificate. The Business premise/workshop shall have the following relevant tools and equipment whether owned (proof of ownership shall be in form of serial number /receipt) or leased with evidence of valid lease/hire agreements i) Multimeter ii) Phase Rotation iii) Earth resistance ohmmeter iv) Insulation Resistance Tester v) Tool box- mechanical and electrical set (assorted tools to include fasteners, cable jointing kits, hammers etc) vi) Lifting equipment	Must Meet
6.	Submission of evidence of an established up to date safety Program/plan, policies and work practices. Bidder to provide written occupational health and safety policy.	Must Meet
7	Average annual construction turnover of not less than KES 90 million as demonstrated by 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 of the last 3 years (2019-2021) or (2020-2022) prepared in accordance with International Financial Reporting Standards and incorporating opinions issued in accordance with ICPAK-Law No. 38. Form 3.1 and 3.2 must be filled	Must Meet

NOTE:

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

2. 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

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 and not mutilated or typewritten

2. 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 Evaluation

3.1 Technical Evaluation

In addition to the criteria listed in ITT 37.2(a) - c) the following factors shall apply:

The following SHALL constitute the evaluation criteria at the Technical Evaluation stage:

3.2 Economic Evaluation

Price evaluation : in addition to the criteria listed in ITT 35.4 (a) - (e) the following criteria shall apply:

i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:
é N O T APPLICABLE

ii) Alternative technical solutions for s p e c i f i e d parts
The acceptability of alternative technical solutions for parts of the facilities, if permitted under ITT 13.4, will be determined as follows:
é é NOT APPLICABLE

iii) Life Cycle Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given here after, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Tenderer in Price Schedule No. 1 and 2, as well as on past experience of the Procuring Entity or other Procuring Entity's similarly placed. Such costs shall be added to the Tender price for evaluation. The operating and maintenance costs factors for calculation of the life cycle cost are:

i) Number of years for life cycle NOT APPLICABLE

ii) Operating costs: NOT APPLICABLE

iii) Maintenance costs, including the cost of spare parts for the initial period of operation NOT APPLICABLE

iv) Discount rate: NOT APPLICABLE

The price of recommended spare parts quoted in Price Schedule No.6 shall not be considered for evaluation.

(v) Functional Guarantees of the Facilities

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

NOT APPLICABLE

Functional Guarantee	Minimum (or Maximum, as appropriate) Requirement
1. NOT APPLICABLE	NOT APPLICABLE
2.	
3.	
é	

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm in the Specification and in the above table, but above the minimum acceptable levels also specified herein, an adjustment of NOT APPLICABLE will be added to the Tender price. If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be appropriated accordingly.

vi) Work, services, facilities, etc., to be provided by the Procuring Entity. NOT APPLICABLE

Where Tenders include the under taking of work or the provisions of services or facilities by the Procuring Entity in excess of the provisions allowed for in the Tendering document, the Procuring Entity shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the Tender price for evaluation.

vii) Specify additional criteria the relevant evaluation method, if any, shall be as follows:
.. NOT APPLICABLE é

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at a price quoted by an Tenderers shall remain unaltered.

4 Multiple Contracts (ITT 35.6) N/A

4.1 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 ãapplicable

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 Criteria for all the Lots specification. The tenderer will be awarded the combination of Lots for which the tenderer quoted lowest the others will be considered for award to second lowest tenderers.

OPTION 2 N/A

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 MARGIN OF PREFERENCE

5.1 If the TDS so specifies, the Procuring Entity will give a margin of preference (of twenty percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

5.2 The margin of preference will be applied in accordance with, and subject to, the following provisions:

a Tenderers applying for such preference on goods offered shall be asked to provide, as part of the data for qualification, such information, in as to determine whether, according to established criteria, the goods qualify for a margin of preference. particular category of goods or group of goods

b After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Responsive tenders shall be classified into the following groups:

i) Group A: Tenders offering goods manufactured in Kenya, for which (a) labor, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;

ii) Group B: All other Tenders offering Goods manufactured in Kenya;

iii) Group C: Tenders offering Goods manufactured outside Kenya that have already been imported or that will be imported.

5.3 To facilitate this classification by the Procuring Entity, whichever version of the Price Schedule furnished in the Tendering document is appropriate, provided however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its Tender, but merely in the Procuring Entity's rejection of the classified Tender into its appropriate Tender group.

5.4 The Tenders in each group will then be compared to determine the Tender with the lowest evaluated cost in that group. The lowest evaluated cost Tender from each group shall then be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

5.5 If as a result of the preceding comparison, a Tender from Group C is the lowest evaluated cost, an amount equal to or 15% of the respective tender price, including unconditional discounts and excluding provisional sums, if any, shall be added to the evaluated price offered in each tender from Group C. If the tender from Group C is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group A or B based on the first evaluation price shall be selected.

6 Alternative Tenders (ITT 13.1) N/A

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.

7 Post qualification and Contract award (ITT 39), more specifically,

a) In case the tender was subject to postqualification, the contract shall be awarded to the lowest evaluated tenderer, subject to required information of p

b) In case the tender was not subject to postqualification, 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 as stipulated in technical evaluation criteria

i) Contractor's Representative and Key Personnel, which are specified as PERSONNEL requirement

ii) Contractors key equipment listed on the table ò Contractor Equipment ó below and more specifically listed as *EQUIPMENT*

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 5 *years* The required information shall be furnished in the appropriate form.

b) Pending Litigation
Financial position and prospective long term profitability of the Tenderer and in the case the Tenderer is a JV, of each member of the JV, shall be sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall 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 5 *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.

1.5. 8. Qualification ðPlease note that the Evaluation Criteria to be used is in Section III

Factor	1 Eligibility					
Sub-Factor	Criteria					Documentation on on Required
	Requirement	Tenderer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each Partner	At least one Partner	
1.1 Nationality		Must meet requirement	must meet requirement	Must meet requirement	N / A	Form ELI ð1.1 and 1.2, with attachments
1.2 Conflict of Interest		Must meet requirement	must meet requirement	Must meet requirement	N / A	Form of Tender
1.3 PPRA Ineligibility (if debarred/Sanctioned		Must meet requirement	must meet requirement	Must meet requirement	N / A	Form of Tender
1.4 State Owned Enterprise or Institution		Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI ð1.1 and 1.2, with attachments
1.5 Ineligibility based on a United Nations resolution or Kenya laws		Must meet requirement	must meet requirement	Must meet requirement	N / A	Form of Tender
1.6 Tax Obligations for Kenyan Tenderers		Must meet requirement	must meet requirement	Must meet requirement	N / A	Attach certificate

Factor	2. Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1 History of non-performing contracts		Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement[1]	N / A	Form CON - 2
2.2 Suspension		Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form of Tender
2.2 Pending Litigation		Must meet requirement	N / A	Must meet requirement	N / A	Form CON ð2
2.3 Litigation History		Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON ð2

[1] This requirement also applies to contracts executed by the Tenderer as JV member.

Factor	3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture (existing or intended)			
			All member scombined	Each membe r	At least one member	
3.1 Financial Capabilities		Must meet requirement	N / A	Must meet requirement	N / A	Form FIN ð3.1 with attachments
3.2 Average Annual Turnover		Must meet requirement	Must meet requirement	Mustmeet _____ percent (__100___%) of the requirement	Mustmeet _____ percent (_100____%) of the requirement	FormFIN ð3.2
3.3 Financial Resources		Must meet requirement	Must meet requirement	Mustmeet _____ percent (__100___%) of the requirement	Mustmeet _____ percent (_100____%) of the requirement	FormFIN ð3.3

1.6. Factor	4 Experience					
Sub-Factor	1.7. Criteria	Tenderer				Documentation
			1.8. Joint Venture (existing or intended)			
	Requirement	1.9. Single Entity	All members combined	1.10 Each member	1.11. At least one member	1.12 Required
4.1 General Experience	.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP 4.1
4.2(a) Specific Experience		Must meet requirement	Must meet requirements[2]	Must meet requirement	Must meet the following requirements for the key activities listed below	Form EXP 4.2(a)
4.2(b) Specific Experience		Must meet requirements	Must meet requirements[3]	Must meet requirement	Must meet the following requirements for key activities listed below	Form EXP 4.2(b)

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b)]

[2] In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each members shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

[3] In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each members shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

1.13. SECTION IV - TENDERING FORMS

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: 16th May, 2024 at 11:00 am.

Tender Name and Identification: KAA/OTL/EOI/0222/2023 -2024 for the SUPPLY, DELIVERY. INSTALLATION, TESTING AND COMMISSIONING OF AN ECO - FRIENDLY DIESEL GENERATORS AT ELDORET 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 8;

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 design, supply and installation services in conformity with the Tendering document of the following: *[insert a brief description of the Plant, Design, Supply and Installation 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 indicating the various amounts and the respective words and 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 price amounts a of all lots (sum of all lots) *[insert the total price of various amounts in words and the respective currencies];* N/A

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, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

j) Suspension and Debarment: We, along with any of our sub-contractors, 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. Further, we are not ineligible under the laws of Kenya or 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 ò none.ó)

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 Best Evaluated 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 ò Certificate of Independent tender Determinationó attached below.

q) Code of Ethical Conduct: We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, available from www.pppra.go.ke during the procurement process and the execution of any resulting contract.

r) Beneþcial Ownership: We commit to provide to the procuring entity the Beneþcial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notiþcation of intention to enter into contract with the 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) Tender Eligibility Confidential Business Questionnaire ò to establish we are not in any

conflict to interest.

(ii) Certificate of Independent Tender Determination ó to declare that we completed the tender without colluding with other tenderers.

(iii) Self-Declaration of the Tenderer ó to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(iv) declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

t) Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in ò A p p e n d i x 1 - d F r a u d and Corruption ó 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_____,_____

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) Tender details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	KENYA AIRPORTS AUTHORITY
2	Reference Number of the Tender	KAA/OT/EIA/0222/2023 -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 (*postal and physical addresses, email, and telephone number*) 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 (*postal and physical addresses, email, and telephone number*) 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.....of (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 controls, is 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 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,		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 be 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)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the under signed, in submitting the accompanying Letter of Tender to the *Kenya Airports Authority* for KAA/OT/EIA/0222/2023 - 2024 for the SUPPLY, DELIVERY. INSTALLATION, TESTING AND COMMISSIONING OF AN ECO-FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT

in response to the request for tenders made by:

_____ *[Name of Tenderer]* do here by 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 the Tender, 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 organized, whether:
   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 services to which this request for tenders relates, 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]

SELF DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal O f þr/ Director of é é é . . . . é é é é é é é é é é é *(insert name of the Company)* who is a Bidder in respect of Tender No. KAA/OT/EIA/0222/2023 -2024 for the SUPPLY, DELIVERY. INSTALLATION, , TESTING AND COMMISSIONING ECO -FRIENDLY DIESEL GENERATORS AT ELDORET INTERNATIONAL AIRPORT and duly authorized and competent to make this statement.

2. THAT the afore said Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceedings under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

é é é é é é é é é é é é é é

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