



**TENDER FOR THE SUPPLY,
INSTALLATION AND COMMISSIONING OF
STANDBY GENERATOR AND OTHER
ASSOCIATED WORKS FOR MALINDI
AIRPORT.**

TENDER NO.:KAA/ES/MLD/1019/E

APRIL, 2016

**GENERAL MANAGER (P & ES)
KENYA AIRPORTS AUTHORITY
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**MANAGING DIRECTOR
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SECTION I - INVITATION TO TENDER

DATE: April, 2016

TENDER REF NO. KAA/ES/MLD/1019/E

TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF STANDBY GENERATORS FOR MALINDI AIRPORT

Kenya Airports Authority invites sealed tenders from eligible candidates for supply, installation and commissioning of standby generators at Malindi Airport as per tender specifications.

The scope of works includes supply, installation and commissioning of standby generators and its associated automatic change over switches, fuel storage, reticulation, spare parts, training and maintenance.

Interested eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA Nairobi, 2nd floor, Office of the GM (Procurement & Logistics) or Procurement Office at Mombasa International Airport or Procurement office at Malindi international Airport or any Procurement office of other Airports within the republic of Kenya during office working hours i.e. from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays.

Tender documents detailing the requirements may be obtained from Kenya Airports Authority Headquarters at JKIA Nairobi or other Airports at a non-refundable fee of **Kshs. 1,000.00**. Payment shall be by cash or Banker's Cheque payable to the Kenya Airports Authority at Cash Office on 1st floor Head Office, JKIA Nairobi, and Cash offices of other Airports.

Duly completed tender documents should be submitted in a plain sealed outer envelope enclosing separately sealed envelopes (in "**Original**" and "**Copy**") clearly marked **Tender NO. KAA/ES/MLD/1019/E: Supply, Installation and Commissioning of Standby Generator for Malindi Airport** and shall be addressed to:-

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

And be deposited in the Tender Box located on the 2nd Floor, Kenya Airports Authority Headquarters, Nairobi, so as to be received **on or before 19th April 2016 at exactly 11.00 a.m. local time**. Opening of tenders/bids will take place

immediately thereafter at the Conference Room on 5th floor KAA Headquarters Building in the presence of tenderers/representatives who wish to attend. The tenders shall be valid for a period of **90 days** from the closing date of the tender and Prices quoted should be net inclusive of all taxes. **Late bids shall be rejected.**

A site visit and pre-tender meeting shall be conducted on **15th April, 2016 starting 10.00 a.m. local time at Malindi International Airport.** Tenderers shall congregate at the Airport Manager's conference room on 1st Floor New terminal building at Malindi.

Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period. Bidders who choose to download the tender from KAA website www.kaa.go.ke or IFMIS Portal website supplier.treasury.go.ke should forward their company's details to procurement department so that any addendum/ clarifications can be sent to their email address.

The Authority may, at any time terminate the procurement proceedings without entering into a contract in accordance with section 63 of the Act.

MANAGING DIRECTOR

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender (Section 59 of the PPAD Act, 2015).
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Ksh 1,000.00.

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

2.4 Contents of Tender Document

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

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

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

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 **Tender Form**

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

2.10 **Tender Prices**

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

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

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

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

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

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

2.12 **Tenderers Eligibility and Qualifications**

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

- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and

- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 **Tender Security**

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

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

2.15 **Validity of Tenders**

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

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

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

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

2.17 **Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

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

(a) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE **19th April 2016 at exactly 11.00 a.m. local time**”

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

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **19th April 2016 at exactly 11.00 a.m. local time**.

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

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

2.19 **Modification and Withdrawal of Tenders**

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

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

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

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

2.20 **Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **19th April 2016 at exactly 11.00 a.m. local time** and in the following location. Conference Room on 5th floor KAA Headquarters Building

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

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

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

2.21 **Clarification of Tenders**

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

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

2.22 **Preliminary Examination and Responsiveness**

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

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

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

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

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

a) Delivery schedule

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

b) Deviation in payment schedule

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

c) Spare parts and after sales service facilities

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

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

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

2.25 Contacting the Procuring Entity

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

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

2.26 Award of Contract

a) Post-Qualification

- 2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.26.5 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - d) Shall not be debarred from participating in public procurement.

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

- 2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action
- 2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.9 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer

shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

ITT REFERENCE	PARTICULARS OF APPENDIX TO ITT
2.1.1	Tenderers with equipment manufacturer's authorization as a dealer or agents are eligible to bid.
2.11.1	<p>Prices quoted shall be in Kenya Shillings and shall include all applicable taxes, insurances, delivery to the premises of the purchaser, unloading, installation, testing and commissioning costs.</p> <p>Tenderers must state the country of manufacture (origin) of the equipment they offer to supply.</p> <p>The sum filled in the Form of Tender shall be the total obtained on addition of all costs chargeable for the supply, installation and commissioning of the equipment and training only.</p> <p>Tenderers shall quote costs for:-</p> <p>(i) <i>Maintenance of the generators according to manufacturer's recommendations for a period of five (5) years broken down in total annual maintenance costs and further in to costs for single maintenance,</i></p> <p>The additional costs (i) above shall be quoted separately and shall not be included in the total price filled in the form of tender. The prices shall be payable after carrying out the maintenance. This shall be quoted as in the following options;</p> <ul style="list-style-type: none"> • Total maintenance costs for a period of 5 years quoted annually and broken down into costs for each maintenance, <p>A separate contract for the maintenance including a service level agreement shall be entered into on annual basis. The contract shall be renewed annually on mutual agreement of the two parties after contractor's successful performance.</p> <p>The maintenance shall include planned preventive maintenance and on call attendance of the equipment based on a service level agreement signed by the parties. Attendance on call shall be met within a three hours period. The costs shall be denominated as follows and shall be quoted separately and only payable once service/maintenance is carried out</p> <ul style="list-style-type: none"> • Price of labour per service, • Price of lubricants and maintenance consumable materials. The maintenance materials shall be listed and their rates of prices given, • Prices of spare parts.

ITT REFERENCE	PARTICULARS OF APPENDIX TO ITT
2.11.1	<i>All prices shall be quoted in Kenya Shillings.</i>
2.12.2 (a)	<p>Tenderer shall submit duly filled manufacturer’s authorization specific to this project, on the letterhead of the manufacturer signed by a person competent and having the Power of Attorney to bind the Manufacturer.</p> <p>The manufacturer’s authorization shall be in the format provided in this tender document and included by the tenderer in its tender.</p>
2.12.2 (b)	<p>i. Tenderers or any joint venture partner where applicable shall demonstrate experience in supply, installation and after sales support of generators over the last three years.</p> <p>ii. Tenderers shall submit documents to demonstrate past experience and past performance of the tenderer in at least three (3) projects of similar nature in the years above including details of current work on hand and other contractual commitments.</p> <p>iii. Tenderer shall submit information on availability of a well-equipped workshop and personnel for back-up service, repair and maintenance and indicate location of the workshop for verification.</p> <p>iv. Tenderer shall indicate the shortest period within which they would supply and install the standby generators, whether generators are available ex-stock or not. The maximum period allowed is four (4) weeks.</p> <p>v. Tenderer shall indicate which sizes of generators is available ex-stock. The employer shall consider ex-stock availability of generators and may award the supply and installation to one or more tenderers.</p>
2.13	<p>i. Tenderer shall furnish documentary evidence, technical documentation and brochures to demonstrate that the goods it offers comply with or exceed specifications and all other requirements in the tender document. Bidder shall give a statement of compliance against all required specifications.</p> <p>ii. Tenderers shall indicate the mean time before overhaul of the equipment they propose to supply.</p>
2.14.1 & 2.14.4	<p>Tender Security shall be at a value of Kenya Shillings two hundred thousand (KSh. 200,000.00) equivalent and valid for 120 days from the date of opening and can be in the form of :-</p> <ol style="list-style-type: none"> a) Cash or bankers cheque, b) A bank guarantee, c) Such insurance guarantee approved by the Public Procurement Oversight Authority, d) Letter of credit.
2.15.1	Replace validity period of; “ (60) ” with “ (90) ” .

ITT REFERENCE	PARTICULARS OF APPENDIX TO ITT
2.18.1	11.00 am local time on 19th April 2016 at exactly 11.00 a.m. local time.
2.18.3	Bulky tenders that will not fit in the tender box shall be presented to office of the Manager (Procurement & Logistics) for safe keeping.
2.20.1	At the Airport Manager conference Room, 1 st Floor terminal building.
2.22.2	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 be adjusted accordingly, and the total price shall remain as read out during the tender opening.
2.24	In addition, the below evaluation criteria shall apply
2.24.4 (c)	Minimum period of spares availability is 15 years following installation and commissioning.
2.24.7	Domestic preference shall be as contained in the Public Procurement and Asset Disposal Act, 2015.
2.24.5 (a)	Delivery period shall be four (4) weeks or as agreed during contract formation / signing
2.26.5	<p>Tenderers shall submit details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties in the attached forms.</p> <p>Information regarding any litigation or arbitration proceedings, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount;</p> <p>In case of Joint Ventures, the lead partner and all other parties in the joint venture must submit information regarding any litigation or arbitration proceedings.</p> <p><u>Tenderers or joint ventures not involved in any litigation or arbitration proceedings in the period must declare.</u></p> <p>Tenderers shall declare if they are debarred from participating in public procurement in the form provided.</p>

ITT REFERENCE	PARTICULARS OF APPENDIX TO ITT
2.29.1	<p>Performance security in respect to the project shall be valued at 10% of the total contract price and in either of the following form:</p> <ul style="list-style-type: none"> a) Cash or bankers cheque, b) A bank guarantee, c) Such insurance guarantee approved by the Public Procurement Oversight Authority, d) Letter of credit. <p>Performance security in respect to maintenance of the generators shall be submitted on completion of installation and commissioning. The performance security shall be at a value of 10% of the annual maintenance price and shall be renewed on annual basis.</p>
Site Visit Certificate	<p>A Site visit and pre-tender meeting shall be conducted on 15th April, 2016 starting 10.00 am local time at Malindi International Airport. A site visit certificate shall be issued after the site visit, a copy of which must be submitted with tender to signify attendance. Although attendance of the pre-bid meeting on the appointed date is not mandatory, the tenderer's site visit at his/her own time is mandatory and shall ensure that the site visit certificate is signed after such a visit. In this regard, the tenderer shall contact the employer for an agreeable date for the visit. The costs for this visit are the tenderer's cost.</p>

Evaluation Criteria

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

a) Mandatory Requirements

Tenderers shall meet the following preliminary evaluation requirements. Failure to meet any of the requirements below shall lead to disqualification from further evaluation (in case of Joint Ventures, all parties must be all the preliminary requirements);

- i) Submit copy of company registration or incorporation certificate, **-MANDATORY**
- ii) Submit copy of valid current tax compliance certificate issued by KRA **MANDATORY**
- iii) Submit a tender security of KES 200,000.00 in the format required in clause (2.14.1 & 2.14.4) of this appendix to instructions to tenderers and valid for 120 days from the date of tender opening **-MANDATORY**

- iv) Submit a duly completed and signed form of tender (Tender validity for not less than 90 days from the tender submission deadline) **MANDATORY**
- v) Full completion of the following forms- **MANDATORY**
 - a) litigation history form
 - b) Confidential Business Questionnaire
 - c) Self-Declaration Form
 - d) Site visit Certificate
- vi) Manufacturer’s authorization letter (in manufacturer’s letterhead) specific to this tender,-**MANDATORY**.
- vii) Proof of access to liquid assets of not less than Kshs. 5 Million or capacity to have a minimum cash flow of Kshs 5 million (evidence of **current** bank Letters of Credit or bank overdraft facilities or cash in hand (*bank statements should be for current last 3 months period*) to be provided) ,-**MANDATORY**
- viii) Submission of brochures and technical documentation of intended equipment,-**MANDATORY**.
- ix) Submission of a written power of attorney authorizing the signatory of the Bid to commit the Bidder,-**MANDATORY**

NOTE: Tenderers who will not meet ANY of the above MANDATORY requirements will not be evaluated further.

b) Technical Evaluation. Technical requirements will be scored as indicated below: -

	Requirement Description	Maximum points attainable
1	Qualifications and experience of key site management and technical personnel proposed for the Contract as below (Attach CVs, academic/professional Qualifications and technical experience of site personnel proposed to manage and execute the works on site).	
	a) Project Manager – Diploma in electrical/mechanical related field with a minimum of 5 years’ experience in generator installation works,	
	Qualification - 9 points	9
	Relevant Experience - 5 points or prorate for less	5
	b) Site Foreman – Certificate in electrical/mechanical/building related field with at least 5 years’ experience in genset installation works.	

		Qualification - 7 points	7
		Relevant Experience - 4 points or prorata for less	4
2	Average annual turnover of not less than KShs. 5 million in the last three years (attached audited accounts for 2013,2014 and 2015) .		10
3	Proof of at least two (2) similar works, costing not less than KShs. 5 million each previously undertaken in the last five years (2010 to date) Bidder shall attach copies of Letters of Award, Contract agreement and Completion Certificate for the respective projects. If project is ongoing it must be at least 70% complete, bidder to attach copies of interim payment certificate.		
		Two similar works -30 points	30
		One similar works - 15 points	
		None - 0 points	
4	Responding to all items specified in the technical specification table on page 47 and meeting at least 80%		20
5	Work Methodology and Work Plan.	Brief Work Methodology	5
		Work program in the form of a bar Chart	5
6	Letters of reference - Provide at least two (2) letters of recommendation from any of your current clients – (2.5 points each, total 5 points) .		5
	TOTAL POINTS		100
	Minimum Technical score		70

NOTE: Only bidders with a technical score of 70 points and above out of the maximum possible 100 points shall be considered technically responsive; hence qualify for evaluation of their financial bid.

FINANCIAL EVALUATION:

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

RECOMMENDATION(S)

The tenderer/bidder among the qualified (responsive as per evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening would be recommended for award. In the event there is tie in the lowest evaluated tender price, then the tenderer whose technical score is higher would be recommended.

SECTION III: - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

“The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the

tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

3.13 Prices

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed either way by the procuring entity within 30 days of receiving the request.

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for Default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the equipment within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17 Termination for convenience

The Employer shall be entitled to terminate this Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor

- (a) the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.
- (b) the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract

3.18 Liquidated Damages

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

3.19 Resolution of Disputes

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

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

3.20 Language and Law

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

3.21 Force Majeure

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

3.22 Notices

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

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

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 & 3.7.3	Performance security shall be in form specified and valued at 10% of the total contract sum.
3.9	During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
3.12.1	<ul style="list-style-type: none"> - 95% of contract sum payable within 30 after supply, installation, training and commissioning, - 5% of contract sum shall be retention amount and shall be payable within 30days after completion of six month defects liability period. - Maintenance costs shall be payable within 30 days after maintenance work is carried.
3.12.1	<p>Airport Access Passes</p> <p>The contractor shall pay car park charges for access to the airport. Passes for access to the airside shall be issued to the contractor by the authority at no charge.</p>
3.13.2	<p>Contract price variations for supply of the equipment shall not be allowed.</p> <p>The contractor shall quote prices for maintenance on annual basis. Maintenance prices for the year 1, 2 & 3 shall be fixed. Maintenance prices for subsequent year may be adjusted according to the consumer price index issued by the Kenya National Bureau of Statistics.</p>

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.13.3 & 3.13.4	Clause not applicable.
3.14.1	Tenderer shall indicate subcontractors they intend to subcontract part of the work to.
3.18.1	<p>Liquidated damages;</p> <p>Amount for each day of delay: 5% per week,</p> <p>Maximum: 15% of total contract sum.</p>
3.19.2	<p>Adjudication and arbitration shall be conducted under the laws of the Chattered Institute of Arbitrators Kenya Chapter or the Chattered Institute of Arbitrators of the United Kingdom.</p> <p>The parties shall institute adjudication proceedings to resolve the dispute before any arbitration proceedings may be considered.</p>

SECTION V - SCHEDULE OF REQUIREMENTS

No.	Item Description	Unit	Qty	Required delivery schedule in weeks ¹	Bidder's offered delivery period in weeks	To state whether locally available or to be imported
1.	Removal of old 100KVA generator including all connections and handover for safe custody to the Airport Manager as will be directed	No.	1			
1.	Supply and installation of minimum 200 kVA standby generator at MALINDI as per specifications.	No	1			
2.	Supply and install automatic changeover system for the generators including all cabling, protection and circuit breakers for generators in (item 1) above	No.	4			
3.	Allow for construction of foundations/base for 200 kVA generators	No.	1			
4.	Supply tool kits	No.	2			
5.	Allow for on-site training	Staff	4			
6.	Allow for as build drawings and technical documentation for the equipment in three sets per equipment	Sets	4			
7.	Allow for testing and commissioning	Sum				

¹ A visit to the warehouse or other storage premises shall be conducted to ascertain availability of the required equipment.

SECTION VI – SCHEDULE OF PRICES

- 5.1 This contract is for supply, installation, testing and commissioning of one brand new emergency diesel generator at Malindi Airport, including removal of the old 100kva generator and store as will be directed.
- 5.2 The tenderers may use additional paper where necessary to indicate the details of their costing.
- 5.3 Tenderer shall quote a price for maintenance of the emergency diesel generators as required in the specifications.
- 5.4 Tender prices quoted shall be fixed throughout the contract period.**
- 5.5 The contract period shall be *4 weeks*.

SCHEDULE 1 – STANDBY 200KVA DIESEL GENERATING SETS:

No.	Item Description	Unit	Qty	Country of Origin	Unit Price KShs. ²	Total DDP Price (KShs.)
1.	Removal of old 100KVA generator including all connections and handover for safe custody to the Airport Manager as will be directed.	No	1	N/A		
2.	Supply and installation of 200 kVA Indoor standby generator at Malindi as per specifications	No.	1			
3.	Supply and installation of 600 liters diesel fuel tank including steel stand, electric pump-1HP, piping and connection to generator item (2)	No.	1			
4.	Supply and install automatic changeover system for the generators including all cabling, protection and circuit breakers for generator in item(1)	No.	1			
5.	Allow for ducting and LV cable laying to the distribution board	Item	1			

- (i) ² Prices quoted shall be total DDP costs including all applicable taxes, IDF charges, clearing charges, delivery to the premises of the purchaser, unloading, installation, testing and commissioning costs.

No.	Item Description	Unit	Qty	Country of Origin	Unit Price KShs. ²	Total DDP Price (KShs.)
5.	Allow for interconnection of the changeover with the existing generator	Item	1			
6.	Allow for contingency SUM 500,000 for improvement works on the substation and ventilation system on the substation	Lsum	1			
	Total Tender Price inclusive of taxes (KShs.)					
		Sum				
	Grand total price	Sum				

Authorized Official:

Name:

Signature

Date

SCHEDULE 2 – MAINTENANCE MATERIALS AND COST

(Spare parts, lubricants, consumable for maintenance as recommended by manufacturer and labour costs. Prices quoted for five years (inclusive VAT) and broken down in to

1. Annual total costs per generator (year 1, year 2, year 3, year 4 and year 5),
2. Labour and overheads per maintenance per generator for the period of five years, and
3. Costs of spare parts, lubricants and consumables per maintenance.

No.	Item Description	Unit	Qty	Country of Origin	Unit Price KShs. ³	Total Price KShs.
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
etc						

³ Prices quoted shall be total costs including all applicable taxes, clearing charges, insurances, delivery to the premises of the purchaser, unloading, installation, testing and commissioning costs.

SECTION VII – TECHNICAL SPECIFICATIONS

1 General

1.1 These specifications cover the supply, delivery, complete installation and commissioning on site in full working order of one new emergency diesel generators to provide emergency electrical power for substations as follows;

	Rating	Malindi AIRPORT	
3	200 kVA	1no. Substation	

1.2 Full particulars, performance curves and illustrations of the equipment offered must be submitted with the tender. Tenderers may quote for their standard equipment complying with the specification and any deviation from the specification must be fully detailed.

1.3 The generators shall be capable of delivering the specified output continuously under the site conditions without overheating.

1.4 The generators shall be fully automatic i.e., shall start when any one phase of the mains supply fails and shall shut down when normal supply is re-established.

1.5 It shall however be possible to start, operate and stop the set manually, independent of any automatic features

1.6 The contractor shall provide a concrete slab for the enclosed sets as shown on the drawings included in the detailed specification.

1.7 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

1.8 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

1.9 The tenderers are requested to present information along with their offers as follows:-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

1.10 The tenderer shall be deemed to have inspected and examined the sites and existing status and to have obtained all necessary information, which may affect his Bid. The date and time for joint pre-bid meetings and site visits will be as indicated in the Appendix to Instructions to Tenderers.

2 Site conditions

- 2.1 The equipment and all components shall be suitable for operation in ambient conditions of up to a maximum temperature of 45°C, relative humidity of 95% and an altitude of 1750 metres AMSL. It shall be capable of operating satisfactorily in a medium dust laden atmosphere as defined in BS 1701 and BS 649.
- 2.2 The Contractor is deemed to have acquainted himself with the nature, position, means of access, etc with regard to the site and no claim will be allowed in this connection.

De-rating tables and curves for the electric power generator sets shall be supplied with the tender.

3 Scope of Work

- 3.1 The work covered by this specification includes;
- 1) Supply, delivery, installation, connecting, testing, commissioning and leaving in clean and serviceable condition to the satisfaction of the Engineer including maintenance for a period of five years, of the standby diesel engine generating sets complete with all necessary auxiliary equipment. All lubricants shall be provided by the contractor. New maintenance free batteries shall also be provided.
 - 2) Supply, installation, connection and termination of all cables from the generating sets to the transfer panel and existing LV switch board.
 - 3) Supply and installation of reserve fuel tanks.
 - 4) Testing and Commissioning.
 - 5) Training.

4 Duration of Contract and Work Program

- 4.1 The contract shall be completed and commissioned within a period of four (4) weeks. The contractor shall submit a detailed program of work implementation with tender.
- 4.2 Within seven days after contract signing, the supplier shall submit to the Purchaser a detailed work program of supply and installation incorporating all major activities involved and a program of inspection, testing and commissioning accompanied by triplicate comprehensive inspection recording sheets listing inspection procedures and tests to be carried out. The program and inspection forms, if not approved, shall be amended appropriately by the supplier and re-submitted for approval.

5 Access to site

- 5.1 During implementation of the project,
- The contractor shall meet car park charges,

- Employer shall provide personnel security access passes at no charge. Contractor will be required to provide certificates of good conduct for their staff to meet eligibility requirements for the security passes. Periodical passes may be organized to avoid loss of time that would arise if passes were to be obtained on daily basis.
- All personnel shall be required to be in reflective jackets at all times and will have to be in the jackets to access the airside. The reflective jackets shall be clearly branded with the contractor's name. All personnel shall be trained on Airside operations by KAA Ground Flight Safety. Contractor shall also provide their personnel with requisite safety and protective wear.
- The contractor's equipment working in the airside shall be branded with the contractor's name and will undergo inspection by the KAA Ground Flight Safety/Fire Safety & Rescue to be allowed to operate.
- Contractor shall provide an advance program providing staff access requirements to enable arrangement for security passes.

6 Codes and Standards

- 6.1 The equipment, installation and works, being the subject of the Bidding Documents shall be produced and executed in accordance with the Technical Specifications, along the rules of trade and the best technique in use. Where a standard is quoted this shall be the latest published edition of the standard and in consideration of any subsequent amendments.
- 6.2 The works shall, moreover, be produced and executed strictly respecting the national and international regulations and standards in force, and more specifically: -
- Kenya Standards - As published by Kenya Bureau of Standards
 - International Electrotechnical Commission (IEC) Standards
 - overload power ratings in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271
 - British Standards (BS), American Society of Mechanical Engineers Standards, American National Standards Institute Standards, hereinafter referred to as ASME/ANSI standards
 - BS5000 – 3: Generators shall be capable of continuously withstanding linear vibration levels with amplitudes of 0.25mm between 5Hz and 8Hz and velocities of 9.0mm/s rms between 8 Hz and 200 Hz, when measured at any point directly on the carcass or mainframe of the machine. These limits refer only to the predominant frequency of vibration of any complex waveform.
 - ISO 8528 – 9: ISO 8528-9 refers to a broad band of frequencies; the broad band is taken to be between 2 Hertz and 300 Hertz. The table below is an example from ISO 8528 - 9 (value 1). This simplified table lists the vibration limits by kVA and speed for acceptable genset operation.

7 Product Requirements

- 7.1 Mechanical material, assemblies and systems shall be the manufacturer's first quality line of standard and/or series of factory-fabricated items and shall be essentially standard catalogue products of an approved manufacturer.
- 7.2 Where two or more units of the same class, type or kind are required, the units shall be products of a single manufacturer. Component parts of a system need not be products of same manufacturer. Like mechanical and like electrical parts and components shall be identical throughout each system. The equipment shall be designed to permit interchangeability of parts and ease of access during inspection, maintenance and repair. Special equipment of like kind shall be designed, fabricated and supplied by a single manufacturer.
- 7.3 All material and equipment supplied shall be new, unused and of the best type for each particular purpose and of the first quality in design, manufacture and performance.
- 7.4 The equipment and material shall be suitably designed and constructed for safe, proper and continuous operation under all conditions described or implied in this specification without undue heat, strain, vibration, corrosion or other operating difficulties.
- 7.5 Equipment and equipment components shall be designed and supported to permit free expansion and contraction without causing excessive strain, distortion or leakage.
- 7.6 Parts subject to wear corrosion or other deterioration, or requiring adjustment, inspection or repair shall be accessible and capable of reasonably convenient removal, replacement and repair. All such parts shall be suitable material for keeping maintenance to a minimum.
- 7.7 Emissions, vibration, noise, mechanical and thermal stresses and susceptibility to corrosion and erosion shall not be greater than with similar plant of first class design and workmanship operating under similar conditions.
- 7.8 Manufacturing shall be carried out in accordance with the best engineering practice by experienced tradesmen and artisans of appropriate grade to the approval of the purchaser.
- 7.9 Manufacturers' identification: -
 - i. Shall be required for each factory fabricated fixture or equipment item, and shall be applied so as to be concealed when the item is installed and normally closed and to be readily visible and readable when opened.
 - ii. Each such label or nameplate may be standard type by the manufacturer, except it shall be non-corrosive, durable and permanently affixed.
 - iii. Labels or nameplates shall state fixture or equipment item type, model number, rating, and current characteristics.

8 Spares And Equipment Maintenance

- 8.1 Availability of spare parts for the equipment shall be assured for not less than 10 years following supply. Mandatory spares shall be supplied with the equipment for three years operation.

9 Tools

- 9.1 The supplier shall recommend and allow for five (2) sets of first grade tools necessary for proper maintenance of the equipment and shall allow for the cost in his bid. These shall include specialized diagnostic tools. The tools shall be the best quality of “Gedore” manufacture or an approved equal

10 Equipment Support

- 10.1 The supplier shall submit manufacturer’s contact addresses including telephone, fax, e-mail and physical addresses through which they would be contacted where need arises.
- 10.2 The supplier shall be required to carry out maintenance of the equipment for three years after installation.

11 Quality Assurance Submittals

- 11.1 The equipment manufacturer shall be among the well-known and most experienced manufacturer with **over ten (10) years’** experience in the industry. The manufacturer shall be required to provide technical assistance and support.
- 11.2 Where possible, power assisted controls (systems) shall be backed up with manual override facility to permit operation in event of failure of any power assisted function.
- 11.3 The contractor shall submit to the employer the following quality assurance documentation:
- a. A checkout report for each equipment, which shall include:
 - i. A complete list of every device.
 - ii. The date it was tested, and by whom.
 - iii. If retested, the date it was retested, and by whom.
 - iv. The final test report shall indicate that every device was tested successfully and assured warranty.
 - b. Manufacturer’s Instructions: The Contractor shall deliver System Operation and Maintenance Manuals.
 - c. Notice of Completion: When the final acceptance has been satisfactorily completed, the employer shall issue a notice of completion to the Contractor.

12 As-built Drawings

- 12.1 At completion of project and prior to final inspection, the contractor shall submit four sets of “as-built” record drawings to Engineer in hard and soft copies.

13 Schedule of Compliance

- 13.1 Bidders shall provide a schedule of compliance listing every sub-clause of the following technical requirements, with the words “complied” or “not complied” in line with the capabilities of the quoted system.
- 13.2 The use of the word “Noted” is inadequate and will be equated to “not complied”. Where a clause is stated to be “not complied”, but the Bidder feels that the capabilities of the system offered provide for an alternative but equally effective functionality, then the Bidder can mention it. These clauses will be qualified by “not complied with, but we offer an alternative”.
- 13.3 The Bidder shall provide enough documentation to back up their compliance claims. Reference to these documents should be direct and specific.

14 Technical Specifications of the Emergency Diesel Generator Sets

Technical specifications table

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
A.	Engine		
1.	Engine manufacturer	<i>Bidder to indicate</i>	.....
2.	Make	<i>Bidder to indicate</i>	.....
3.	Model	<i>Bidder to indicate</i>	.....
4.	Country of origin	<i>Bidder to indicate</i>	.....
5.	Generator set rating	Standby, meeting NFPA 110 Class 6, Type 10, Level 1	
6.	De-rating	1. The engine must be de-rated for the site conditions as set out in the	
		2. The de-rating of the engine shall be in accordance with the engine manufacturers de-rating	
		3. Copies of these derating curves or tables must be included with the tender response	
7.	Minimum standby rated power	1no. 200 kVA	
8.	Engine displacement, cubic centimeters (cc)	<i>Bidder to indicate</i>	
9.	Bore and stroke sizes (cc, mm)	<i>Bidder to indicate</i>	
10.	Compression ratio	<i>Bidder to indicate</i>	

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
11.	Governor shall be capable of speed constant to $\pm 3\%$ of design speed, state type, make/model	<i>Bidder to indicate</i>	
12.	Engine maximum power at rated rpm, kW (Bhp)	<i>Bidder to indicate</i>	
13.	Cycle	4-stroke cycle compression ignition	
14.	a) Engine starting for (200	Battery	
	b)		
15.	Aspiration	Turbocharged	
16.	No of cylinders	<i>Bidder to indicate</i>	
17.	Cylinder configuration	<i>Bidder to indicate</i>	
18.	Rated rpm	1,500	
19.	Cylinder head material	Cast iron	
20.	Crankshaft material	Forged steel	
21.	Pistons material	Aluminium alloy	
22.	Flywheel material	Cast iron	
23.	Connecting rods material	Forged steel	
24.	Valve (exhaust) material	High alloy steel	
25.	Frequency regulation, no-load to full-load	Isochronous	
26.	Frequency regulation, steady state	$\pm 0.25\%$	
27.	Frequency	Fixed	
28.	Air cleaner type	Dry type, disposable type	
29.	Mean time before overhaul	Provide MTBO curves and charts	
B.	Fuel		
1.	Fuel type	Diesel, suitable for use of diesel available in Kenya	
2.	Fuel filter	Yes, disposable type	
3.	Fuel system with fuel/water separator	Yes	
4.	Fuel consumption at 100% load; maximum (Litres per hour)		
		200 kVA - 55	

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
5.	Fuel consumption at 75% load; maximum (litres per hour)		
		200 kVA - 42	
6.	Fuel consumption at 50% load; maximum (litres per hour)		
		200 kVA - 29	
7.	Fuel consumption at 25% load; maximum (litres per hour)		
		200 kVA - 18	
8.	Fuel system	Gear driven fuel pump and injection pump	
C.	Fuel storage		
1.	Day tank	Provided for each generator and meeting NFPA 110 Class 6, Type 10, Level 1	
2.	Raised tank of size (200kVA)	High level service fuel tank, 600 litres minimum	
D.	Cooling system		
1.	Engine cooling system	Liquid cooled (coolant or water and suitable for cooling with tap water or borehole water)	
2.	Radiator type cooling system	Yes	
3.	Radiator system capacity including engine (litres)	<i>Bidder to indicate</i>	
4.	Designed to achieve appropriate cooling at site ambient conditions	Yes, state radiator cooling performance	
5.	Water pump	Centrifugal	
E.	Lubrication		
1.	Lubrication type	Oil, full flow lubrication, with engine driven oil pump	
2.	Oil pan capacity, dipstick mark max., Litres	Yes, <i>Bidder to specify</i>	

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
3.	Oil filter	Yes, disposable type	
4.	Exhaust system		
	a. Aluminium steel system with muffler for noise reduction	Yes	
	b. Exhaust manifold type	Dry	
5.	Maximum allowable back pressure, kPa (mm Hg)	.....
F.	Engine electrical system		
1.	Engine electrical system	Set or sets of 12V batteries	
2.	Battery charging alternator	Negative ground; 12Volts (DC)	
3.	Starter motor rated voltage (DC)	12 Volts	
4.	Battery, recommended cold cranking amps (CCA)	<i>Bidder to indicate</i>	
5.	Battery voltage (Volts DC)	12 Volts	
G.	Controls		
1.	NFPA 110 level 1 capability	Yes	
2.	Audible and visual annunciation	Yes	
3.	With programmable microprocessor logic and digital display features, audio timed to stop in 10 minutes	Yes	
4.	Alternator safeguard circuit protection	Yes	
5.	Provided with remote start, remote annunciation, and remote communication options	Yes	
H.	Engine protection		
1.	Annunciation	Audible and visual	
2.	Lubrication	Low lubrication oil pressure sensing, including shutdown if pressure level below safe limits	
		High lubrication oil temperature sensing, including shutdown if temperature level above safe limits	

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
3.	Coolant	High coolant temperature sensing, including shutdown if temperature level above safe limits	
I.	Instrumentation		
1.	Engine speed tachometer	Yes	
2.	Water temperature gauge with optimum range marked	Yes	
3.	Oil temperature gauge with optimum range marked	Yes	
4.	Lubrication oil pressure gauge with optimum range marked	Yes	
5.	Exhaust temperature gauge	Yes	
6.	Voltage,	Yes	
7.	Frequency,	Yes	
8.	Amperes	Yes	
9.	Hours of operation	Yes	
10.	Water temperature gauges	Yes	
11.	Battery charge	Yes	
12.	Screened against interference with VHF equipment	Yes	
J.	Alternator		
1.	Minimum standby rated power after the de-rating factors have been taken into account.	2no. 200 kVA	
2.	Alternator type	4 pole rotating field; brushless alternator with brushless pilot exciter	
3.	Exciter	Brushless permanent magnet	
4.	Output voltage	415/240 Volt \pm %	
5.	Power factor, minimum	0.8	
6.	Rated frequency	50Hz \pm 3%	
7.	Voltage regulator	Solid state, Volts/Hz	
8.	One step load acceptance	100%	

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
9.	Performance	Following the initial one step load capability of the engine, the transient voltage shall not exceed 15% and will recover to the nominal voltage within 500ms	
10.	Deviation Factor of voltage wave form	Shall not exceed the limits specified in BS 2613	
11.	Insulation material	NEMA MG1 standards Class H	
12.	Compliance for temperature rise and motor starting	NEMA MG1, IEEE, and ANSI standards	
13.	Bearings	sealed, life lubricated	
14.	Voltage regulation	Must not exceed $\pm 1\%$ of nominal voltage specified between no load and full load with the power factor between unity and 0.8 lagging, 3-phase sensing	
		The deviation of the waveform of the voltage output from a pure sine wave shall not exceed the limits specified in BS 2613	
15.	Short circuit current	Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds - sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.	
16.	Neutral solidly earthed	Yes	
17.	Insulation Class for rotor and stator windings	H	
18.	Ventilation	Self-ventilated and drip proof construction.	
19.	Finish of protective material against rust, spray painting of outer body in fire tender red paint; resistant to atmospheric radiation, humidity, salty and corrosive environments,	Yes	
20.	Sound level at full load	56dB(A) at 7metres	
K.	Automatic Transfer Switch		

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
1.	A microprocessor based transfer switch suitable for use with mains power and the existing parallel redundant UPS	Yes	
2.	Failsafe features to ensure that the load busbar is not simultaneously fed from the mains power and the emergency power generator	Yes	
3.	Test simulation	A main supply failure key switch with TEST and NORMAL positions must be installed in the panel. In the TEST position, the set must be operated as if mains had failed, i.e. start and take load	
4.	Starting delay	When the main supply is interrupted on one or all phases, the voltage sensors shall initiate the starting cycle. A 0-15 seconds (adjustable) start delay timer shall be provided to prevent start up on short power interruptions	
5.	Stop delay	A stop delay timer shall be provided to keep the set running for a period of 0-10 minutes (adjustable) after the main supply returns. After changing back to the main supply a 0-10 minutes timer shall be provided to keep the set running for a cooling down period at no load before stopping.	
L.	Communication		
1.	Ports available	RS 232 and RS 485 communication port for the purpose of remote control and monitoring	
2.	Monitoring	Remote Monitoring and Generator Network Communications Link	
M.	Installation		

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
1.	General	The emergency power generating system shall be installed in accordance with the local codes and the manufacturer's recommendations and to the approval of the engineer	
2.	Cabling	i. All installed cables shall be continuous from the emergency power generating system to substation distribution switchboards (Panels) or equipment termination.	
		ii. No cable joint shall be permitted except with express approval in writing by the engineer. In such a case, the wire joint shall be made in pull boxes, junction boxes, manhole or handhole.	
		iii. All cable terminals and splices shall be made secure, using solderless pressure type connectors. Joints shall be mechanically strong before soldering, solder being evenly and carefully applied without use of acid.	
		iv. All electrical connections to the units shall have a section of flexible conduit for vibration isolation	
3.	Earthing	i. All the supplied plant and equipment shall be earthed in accordance with the I.E.E. Regulations	
		ii. Earth continuity conductors shall be copper whose quality shall be 100 percent international standards. The copper conductors shall be suitably protected against corrosion	
N.	Foundation for Outdoor Generator Sets		

Item No	Description	Minimum requirement	Bidders Offer and/or Statement of Compliance
1.	Foundation material		
2.	Concrete mix	Suggested concrete mixture by volume is 1 part cement, 2 parts sand, and 3 parts aggregate.	
3.	Vibration isolators	Spring type	
4.	Dimensions	Outside dimensions of the foundation should exceed the outside Generator set dimensions by at least 12in (300mm)	
5.	Foundation weight	Foundation weight should be a minimum of 1.50 times the Generator set weight	
6.	Reinforcement		

15 Testing and Commissioning

15.1 All supplied equipment shall be tested in accordance with the manufactures recommendations in order to;

- i. verify proper functioning of the equipment/system after installation,
- ii. verify that the performance of the installed equipment/systems meet with the specified design intent; and
- iii. capture and record performance data of the whole installation as the baseline for future operation and maintenance.

15.2 All testing, calibration and setting of equipment and controls associated with this installation shall be carried out and the Contractor shall supply instruments, materials and labour necessary for this.

15.3 The Contractor shall be responsible for the complete and thorough testing, commissioning, and adjusting of the systems and equipment installed and to bring into safe and reliable operation of the entire standby electrical power system

15.4 The contractor shall notify the engineer in writing of his program to test and commission the equipment and systems at least five (5) days before actual execution. No tests and commissioning shall commence and be executed without being witnessed by the engineer.

15.5 The contractor shall submit three (3) copies of a written report on the results of test, etc. within seven (7) days of completion of such test, irrespective of test results.

15.6 The contractor shall deploy on a full time basis for at least two (2) weeks after the practical completion date, one supervisor or equal to attend to complaints relating to

malfunctions, tripping, unbalance and to readjust where necessary to suit the requirements of the user.

16 Training

- 16.1 The Contractor shall prepare training materials and conduct all training for system users, administrators and maintenance staff. The Employer will provide a training classroom to conduct the training.
- 16.2 The training shall include operational procedures and recovery techniques in case of a total system failure applicable both for the emergency power generating system running in its intended integrated environment as in a stand-alone environment
- 16.3 All training and training documents shall be conducted in the English language

SECTION VIII – STANDARD FORMS

Notes on the Standard Forms:

7.2 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.3 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

The tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Manufacturer's Authorization Form

This form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.7 Litigation History

The tenderer and each joint venture partner shall fill the litigation history form as required in the sample form.

7.7 Self Declaration form

The tenderer and each joint venture partner shall duly fill the debarment declaration form as required in the sample form.

7.1 **FORM OF TENDER**

Date: _____

Tender No.: _____

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply deliver, install and commission Standby Generators at Malindi Airport** for Kenya Airports Authority in conformity with the said tender documents for the sum of KES
.....
(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

4. We agree to abide by this Tender for a period of **ninety (90) days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

<i>Part 1 – General:</i>				
Business Name				
Location of business premises.				
Plot No.....		Street/Road		
Postal Address		Tel No.	Fax	E mail
Nature of Business				
Registration Certificate No.				
Maximum value of business which you can handle at any one time – Kshs.				
Name of your bankers		Branch		
Part 2 (a) – Sole Proprietor				
Your name in full		Age		
Nationality		Country of origin		
<input type="checkbox"/> Citizenship details				
Part 2 (b) Partnership				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs.				
Issued Kshs.				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
Date		Seal/Signature of Candidate		

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of standby generators (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

_____[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.4 **CONTRACT FORM**

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Procuring entity) of the one part and
[*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the
tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a
tender by the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the
tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to
provide the goods and to remedy the defects therein in conformity in all respects with the
provisions of this Contract

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

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

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

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

7.5 **PERFORMANCE SECURITY FORM**

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **MANUFACTURER’S AUTHORIZATION FORM**

(Must be in the manufacturer’s letterhead)

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.7 **LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.8 LITIGATION HISTORY

Name of Firm or Partner of a joint venture
--

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Date (month and year)	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs.)

Date

Seal/Signature of Candidate

7.9 SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

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

NameSignature.....Date

Company Seal / Business Stamp

7.10 CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that,

(Name of bidder or his representative)

of (name of the firm/company)

(Name of Firm bidding)

In the company of,

(Name of KAA representative conducting the visit)

Visited the site in connection with Bid for:

EMERGENCY SUPPLY AND INSTALLATION OF STANDBY GENERATORS FOR MALINDI AIRPORT

TENDER NO.: KAA/ES/MLD/1019/E

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

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

On behalf of Bidder

Signed.....

Date

On behalf of Kenya Airports Authority

Signed.....

Date

RISK, SAFETY AND HEALTH REQUIREMENTS

SPECIAL CONDITIONS OF CONTRACT ON RISK, SAFETY AND HEALTH

1. Risk Assessment

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

2. Health and safety plan


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

3. Incident notification

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

4. Non compliance

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

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

Notice!

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


CONTRACT No. :

CONTRACT DESCRIPTION:

RESPONSIBLE PERSON :


CONTRACTOR :

DATE :

	<p>HEALTH AND SAFETY MANUAL – HSM</p> <p>VERSION 01.</p>	<p>Document Reference:</p> <p>KAA/CON/SHE/001</p>
<p align="center">CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.</p>		

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

7.1	If yes provide details.		
8.0	Is there a documented incident investigation procedure?		
8.1	If yes provide a copy of a standard incident report form.		
9.0	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated /owned by the company?		
9.1	If yes provide details.		
10.0	Are there procedures for storing and handling hazardous substances?		
10.1	If yes provide details.		
11.0	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

	<p>HEALTH AND SAFETY MANUAL – HSM</p> <p>VERSION 01.</p>	<p>Document Reference:</p> <p>KAA/CON/SHE/001</p>
<p align="center">CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.</p>		

11.1	If yes provide details		
12.0	SHE Training		
12.1	Describe how Safety, Health and Environmental training is conducted in your company.		
12.2	Is a record maintained of all training and induction programs undertaken for employees in your company?		
12.3	If yes provide examples of Safety Training records.		
13.0	Safety, Health and Environmental Workplace Inspection		
13.1	Are regular Safety, Health & Environmental Inspections at Worksites undertaken?		
13.2	If yes provide details.		
13.3	Is there a procedure by which employees can report hazards at workplaces?		
13.4	If yes provide details.		
14.0	Safety, Health & Environmental Consultations		
14.1	Is there workplace Safety, Health & Environmental Committee?		
14.2	Are there employees involved in decision making over SHE matters?		

14.3	If yes provide details		
14.4	Are there employee elected Safety, Health and Environmental representatives?		
15.0	SHE Performance Monitoring		
15.1	Is there a system of recording and analyzing Safety, Health and Environmental performance statistics including number and type of injuries and incidents.		
15.2	If yes provide details		
15.3	Are employees regularly provided with information on company Safety, Health and Environmental performance?		
15.4	If yes provide details		
15.5	Has the company ever been convicted of an occupational Safety, Health and Environmental offence?		
15.6	If yes provide details		
16.0	Company Reference		
16.1	Provide the following information for the three (3) most recent contracts completed by the company.		
Other Comments:			