



**REPLACEMENT OF BATTERIES FOR UNINTERRUPTIBLE  
POWER SUPPLY (UPS) SYSTEMS AT KISUMU INTERNATIONAL  
AIRPORT**

**TENDER NO. KAA/OT/KIA/0074/2020-2021**

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**FEBRUARY 2021**

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

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GENERAL MANAGER (P&ES)  
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## SECTION I. INVITATION TO TENDER

TENDER NO: KAA/OT/KIA/0074/2020-2021      DATE: 16<sup>th</sup> FEBRUARY, 2021

### TENDER NAME: TENDER FOR REPLACEMENT OF BATTERIES FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS AT KISUMU INTERNATIONAL AIRPORT.

- I.1 Kenya Airports Authority (KAA) invites bids from eligible candidates for **Replacement of Batteries for Uninterruptible Power Supply (UPS) System at Kisumu International Airport.**
- I.2 Interested candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.  
  
A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>.
- I.3 Upon accessing the tender documents, interested bidders shall submit their response to the tender online using the following link <https://suppliers.kaa.go.ke/iri/portal>. For interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than 3 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- I.4 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
- I.5. The tender shall be submitted **online** on or before **4<sup>th</sup> March 2021 at 11.00 am**. Late bids shall be rejected.
- I.6. Tenders will be opened **online** immediately thereafter at the Conference Room, 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters complex building. Thereafter the opening register will be emailed to all participating bidders.
- I.7. Bidders can make appointments to undertake site visits by sending their requests to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) at any time before the tender closing date which shall be undertaken in strict adherence to government protocols.

I.8 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> portal. You are advised to regularly check the website during the bidding period

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

## SECTION II. INSTRUCTIONS TO TENDERERS

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## **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied 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 goods are mined, grown, or 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 goods is distinct from the nationality of the tenderer.

## **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 be applicable.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## **2.4 The 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

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 Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, 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 amendment.
- 2.6.2 All prospective candidates that have received 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 of 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 2.1.2 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 2.2.1 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

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, 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 and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Paragraph 2.22
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to Paragraph 2.1, the tenderer 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 be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (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.

- (d) That, the Bidder meets the qualification criteria listed in the Appendix to Instructions to the Tenderers.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to 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 goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a 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 goods 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 goods;
- (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 goods for a period of two (2) years, following commencement of the use of the goods 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 documentary evidence to be furnished pursuant to paragraph 2.13.3(c) 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 specified in the Appendix to Invitation to Tenderers.

- 2.14.2 The tender security shall be in the amount of 0.5 - 2 per cent 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 2.14.8
- 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 bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 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

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. 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 Procuring entity 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended 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 in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **4<sup>th</sup> March 2021 at 11.00 am.**

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 no later than **4<sup>th</sup> March 2021 at 11.00 am**
- 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

## **2.19 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
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*day, date and time of closing*). and in the location specified in the Invitation to Tender.

- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 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.
- 2.20.4 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**

- 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 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**

2.23.1 Where other currencies are used, the procuring entity will convert these 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 tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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.

### **2.25 Preference**

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

### **2.26 Contacting the Procuring entity**

2.26.1 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.

2.26.2 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.

## **2.27 Award of Contract**

### **Post-qualification**

- 2.27.1 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.
- 2.27.2 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.
- 2.27.3 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.

### **Award Criteria**

- 2.27.4 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.

### **Procuring entity's Right to Vary quantities**

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

### **Procuring entity's Right to Accept or Reject Any or All Tenders**

- 2.27.6 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action



## **2.28 Notification of Award**

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of Paragraph 2.27 or Paragraph 2.28 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.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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 THE TENDERERS**

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.5	<p>The address for the purpose of clarification of tender document is as follows:</p> <p style="text-align: center;"><b>General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></b></p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders.</p>
2.10	<p><b>Tender prices</b></p> <p>The prices indicated shall be DDP Kisumu International Airport, Kisumu (Incoterms 2020) and shall be inclusive of all taxes and installation costs.</p>
2.11.1	<p><b>Tender Currencies</b></p> <p>Prices shall be quoted in Kenya Shillings</p>
2.12	<p><b>Tenderers Eligibility and Qualifications</b></p> <p>Tenderer to meet the requirements indicated in the evaluation criteria below.</p>
2.13	<p><b>Goods Eligibility and Conformity to Tender Documents</b></p> <p>Tenderer to meet the requirements indicated in the evaluation criteria below.</p>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.14.1	<p><b>Tender Security</b></p> <p>The tender security shall be of amount <b>Kshs.100,000.00 (One Hundred Thousand Shillings )</b> as indicated in the <b>Evaluation criteria</b> below and shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>a. cash or banker’s cheque, or</li> <li>b. a bank guarantee, or</li> <li>c. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>d. letter of credit issued by an Bank</li> </ol> <p>The tender security shall be valid for 150 days from the date of tender opening.</p> <p><b>Bidders will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</b></p>
2.17 and 2.18	<p>The deadline for submission of tenders: As indicated in the Invitation to Tender.</p> <p>Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals">https://www.kaa.go.ke/corporate/procurement/manuals</a></p>
2.20	<p><b>Opening of Tenders</b></p> <p>Tenders will be opened <b>online</b> immediately thereafter at the Conference Room, 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters complex building. Thereafter the opening register will be emailed to all participating bidders.</p>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.24	<p><b>Evaluation and Comparison of Tenders – notes</b></p> <ol style="list-style-type: none"> <li>1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.</li> <li>2. From the time of tender opening to the time of Contract award, if any Tenderers wishes to contact the Procuring entity on any matter related to the bidding process, it should do so in writing.</li> <li>3. Any attempt by a Tenderer to influence the Procuring entity in the evaluation of the tenders or Contract award decisions may result in the rejection of its bid.</li> <li>4. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers, the Procuring entity may, at its discretion, ask any Tenderers for a clarification of its bid. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring entity in the evaluation of the bids</li> <li>5. If a Tenderer does not provide clarifications of its bid by the date and time set in the Procuring entity’s request for clarification, its bid may be rejected</li> <li>6. During the evaluation of bids, the following definitions apply: <ol style="list-style-type: none"> <li>a. “Deviation” is a departure from the requirements specified in the Bidding Document;</li> <li>b. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>c. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ol> </li> </ol>
2.25	Preference not applicable

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.30	<p><b>Performance Security:</b></p> <p>The amount of performance security shall be: <b>Five (5) percent</b> of the Contract Price in order to cover the Procuring entity's warranty obligations and shall be in the form of :</p> <ul style="list-style-type: none"> <li>a) Cash or</li> <li>b) Banker's cheque or</li> <li>c) A bank guarantee or</li> <li>d) Such insurance guarantee approved by the Public Procurement Regulatory Authority (The insurance policy number must be provided) or</li> <li>e) Letter of credit</li> </ul>

## **EVALUATION CRITERIA**

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

### **I. Preliminary Evaluation**

Tenderers shall scan and **submit copies of all** the following documents with the tender:

- i. A Copy of Certificate of Registration/Incorporation of the tenderer.
- ii. A valid current KRA tax compliance certificate which shall be valid at the time of tender opening.
- iii. Duly completed Form of Tender in the format of the attached form.
- iv. Duly completed Self-Declaration form in the format provided (in case of a joint venture, all parties must submit).
- v. Duly filled Confidential Business Questionnaire
- vi. Submission of Tender security in the prescribed format of Kshs.100,000.00 (One hundred thousand shillings) valid for 150 days from the tender opening date. **You will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2<sup>nd</sup> Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.**
- vii. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.
- viii. Copy of valid business permit for 2021.

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

## 2. Technical Evaluation

Technical requirements will be scored as indicated below: -

	<b>Requirement Description</b>
1.	<p><b>Company past works experience</b></p> <p>Provide evidence of having carried out similar works of average value of not less than Kshs.3,000,000 in the last three (3) years(2017, 2018 and 2019 or 2018, 2019 and 2020).</p> <p>Evidence should be in form of duly certified copies of the Contracts agreement or LPO and accompanied with completion certificates of at least 70%.</p>
2.	<p><b>Qualification and experience of key personnel</b></p> <p>Bidders shall submit CV's and copies of certificates of key personnel to be involved in the works. The minimum requirement is:-</p>
	<p>a. <b>Ino Electrical Engineer</b> who holds a Bachelor of Science Degree in Electrical Engineering or equivalent and at least five (5) years' experience in installations of electrical works.</p>
	<p>Qualifications-CV'S and Copies of certificates must be attached.</p>
	<p>b. <b>Ino Electrical Technician</b> who holds a Diploma in Electrical Engineering or equivalent and at least three (3) years' experience in installations of electrical works.</p>
	<p>Qualifications-CV'S and copies of certificates must be attached.</p>
3.	<p><b>Financial position and capability.</b></p>
	<p>a. Tenderer's to submit proof of capacity to have cash flow amount of <b>Kenya Shillings Three Million (Kshs.3,000,000)</b> equivalent; by access to lines of credit specific to this tender, other financial resources such as bank statements for the last three calendar months or letter from the bank specific to this tender. <i>(In case of joint venture all parties combined must meet requirement)</i></p>
4	<p><b>Compliance with Technical Specifications</b></p>
	<p>i. Tenderer shall furnish documentary evidence in form of material datasheet to demonstrate that the Goods they offer comply with or exceeds the specifications and all other requirements in the tender document found in Section <b>V</b> of the bidding document.</p>
	<p><b>NOTE: Only bidders who fulfil all technical requirements shall be considered technically responsive; hence qualify for evaluation of their financial bid.</b></p>



**3. Financial Evaluation**

The award will be to the lowest evaluated bidder. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity pursuant to section 82 of the Public Procurement and Asset Disposal act, 2015

**NB: Due diligence may be carried out on any of the information provided by the bidder.**

**SECTION III.**  
**GENERAL CONDITIONS OF CONTRACT**

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### 3.1 **Definitions**

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

“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.

- (a) “**The Contract Price**” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (b) “**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.
- (c) “**The Procuring entity**” means the organization purchasing the Goods under this Contract.
- (d) “**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

### 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

### 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 tenderer 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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 goods 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 or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), 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 goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations 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 goods after the Goods' arrival 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 of the Goods 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 Goods 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 Goods 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 goods delivered and services 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 request shall be processed 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 goods 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 goods.

### 3.17 **Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods 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.

### 3.18 **Resolution of Disputes**

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

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### 3.19 **Language and Law**

3.14.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### 3.20 **Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.



## SECTION IV.

### SPECIAL CONDITIONS OF CONTRACT

- 6.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 6.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p><b>Performance Security:</b></p> <p>The Performance Security shall be 1% of the contract sum.</p>
3.10.1	<p><b>Delivery and Documents</b></p> <p>Delivery of goods shall be made on DDP Incoterms 2021 (Kisumu International Airport) within a period of <b>8 weeks</b> from the date of contract signing.</p> <p>Documents to be submitted together with Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount shall include;</p> <ul style="list-style-type: none"><li>- Copies of the packing list identifying contents of each package;</li><li>- Manufacturer's warranty certificates;</li><li>- Inspection certificate, issued by the nominated inspection agency,</li><li>- Manufacturer's factory inspection and test reports.</li><li>- Certificate of origin</li></ul>
3.11.1	<p><b>Insurance</b></p> <p>Insurance against All Risks, including war and strikes, shall be of an amount of 100% of the DDP (Kisumu International Airport) value of the goods from warehouse to the final destination.</p>
3.12.1	<p><b>Payment:</b></p> <p>There Shall be NO advance payment.</p> <p>Payment(s) for Goods and Services shall be made on complete delivery and successful inspection and installation of the goods and works</p>

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.17	<p><b>Liquidated damages</b></p> <p>Liquidated damages shall be charged at a rate of 0.5% per week of the delivered price of the delayed items up to a maximum deduction of 10% of total contract price.</p>
3.18.1	<p><b>Resolutions of disputes:</b></p> <p>In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>

# SECTION V: TECHNICAL SPECIFICATIONS

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## 5.1 **Scope of Works**

The works will cover replacement of batteries for the two uninterruptible power supply unit (UPS) i.e. UPS for Airfield Ground Lighting and Commercial areas. The works will also include disconnection of existing batteries and serving of the two UPS i.e. 200KVA and 60KVA uninterruptible power supply unit.

Part 1: Supply of 130 no. UPS batteries

Part 2: Removal of existing batteries and Installation of the new ones.

Part 3: Servicing of both UPS.

Part 4: Testing of the installed batteries and commissioning.

## 5.2 **SITE**

The batteries will be installed at the Kisumu International Airport, which is located within Kisumu County. The Bidders are advised to visit before bidding, to familiarize themselves with site conditions. The bidder shall ensure that the size of batteries they will provide fit in the existing battery racks.

## 5.3 **SERVICE LEVEL AGREEMENT (SLA)**

Will not be required at this stage.

## 5.4 **SCHEDULE OF COMPLIANCE**

Bidders shall fill the schedule of compliance for the technical requirements, with the words “**complied**” or “**not complied**” in line with the capabilities of the quoted solution.

The word complied shall be used where the requirement is an integral part of the proposed solution.

The “alternative” offer will be limited to three options where the tenderer shall provide details on whether: -

Third party interface(s) will be required to comply with the requirement, Customization will be required to comply with the requirement.

The cost of third party interfaces and/or customization shall be included in the tender price schedule.

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

Tenderers must specify in detail their proposals to meet the specification of functional and technical requirements and cross reference their response to them. The bidders should provide product data sheets to demonstrating how the requirements will be met.

### **5.5 References**

The equipment and fittings shall be designed and tested in accordance with the latest standards to meet the technical requirements.

The works shall, moreover, be produced and executed strictly respecting the national and international regulations and standards in force, and more specifically: -

- i. Kenya Standards - As published by Kenya Bureau of Standards
- ii. IEC 60896 PART I & 2
- iii. BS6290-4

## 5.5 Technical Schedule

The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.

Tenderer to submit product data sheets and fill technical schedule below.

Technical schedule of items to be supplied by Contractor.

### **Table of Technical Schedule – Tenderer to fill**

Specification	APC MGE Galaxy PW 200kVA UPS	APC Galaxy 500 60Kva UPS	Compliance (Yes /No)	Remarks
<b>Description of Batteries</b>	12V/100AH @20HR rate	12V/100AH @20HR rate		
<b>Battery Material Construction</b>	Non-Spillable Sealed Construction	Non-Spillable Sealed Construction		
<b>Operation</b>	Free maintenance	Free maintenance		
<b>Model/Make of Batteries</b>	Bidder to specify	Bidder to specify		
<b>Year of manufacturer</b>	Bidder to specify	Bidder to specify		
Battery design life	Bidder to specify	Bidder to specify		
Battery size	Bidder to specify	Bidder to specify		
Maximum current Discharge	Bidder to specify	Bidder to specify		
Charge current limit`	Bidder to specify	Bidder to specify		
Battery start option	yes	yes		
warranty for batteries	One year	One year		

## **SECTION VII: BILLS OF QUANTITIES**

4...I.I.I.I.I.I Notes for preparing Bills of Quantities

### **I.0 Preamble to Bill of Quantities**

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the Conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 36.4 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract,

transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
  - (i) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
  - (ii) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
  - (iii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- j) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.



**BILLS OF QUANTITIES**

**SCHEDULE I-MATERIALS AND INSTALLATION**

<b>Item</b>	<b>Description of Batteries</b>	<b>Unit</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
1	Allow for the removal of the existing batteries for the two UPS and handing them over to the client for storage.	Item	1		
2	Allow for the service maintenance for the 200kVA UPS and 60kVA UPS.	Item	1		
3	Supply and install 12V/100AH @20HR batteries for APC MGE Galaxy PW 200kVA UPS as per the specifications	No	98		
4	Supply and install 12V/100AH @ 20HR batteries for APC Galaxy 500 60kVA UPS as per the specifications	No	32		
5	Allow for the testing and commissioning of the two UPS	Item	1		
6	Any other item necessary for complete functioning of the system but not listed above. Please specify:-  1.....  2.....  3.....				
	<b>Total for Schedule I</b>				

**2.1 SUMMARY OF BILLS OF QUANTITIES**

Item	Description	Amount (Kshs)
2.1.1	Schedule I – Materials and installation	
2.1.2	<b>Sub Total</b>	
2.1.3	Add 2.5 % contingency	
2.1.4	<b>Sub Total</b>	
2.1.5	Add 16% VAT	
2.1.6	<b>TOTAL TENDER PRICE- TO BE TRANSFERRED TO THE FORM OF TENDER</b>	

Total tender sum in words: Kenya Shillings

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\_\_\_\_\_

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Date)

For and on behalf of: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

<p>Official Seal/Stamp:</p>
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**8.1. FORM OF TENDER**

**Tender No. KAA/OT/KIA/0074/2020-2021**

**To: Kenya Airports Authority  
P.O. Box 19001-00501  
Nairobi, Kenya**

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 **Replacement of Batteries for Uninterruptible Power Supply (UPS) Systems at Kisumu International Airport** in conformity with the said tender documents for the sum of .....  
..... (*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 supply 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 **Five (5%) percent** 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 **One Hundred and (120) 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 you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**8.2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part I 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.

**Part I General**

Business Name .....  
Location of Business Premises .....  
Plot No,.....Street/Road .....  
Postal address ..... Tel No. .... Fax Email.....  
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.....  
Citizenship details .....

**Part 2 (b) – Partnership**

Given details of partners as follows:

	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

**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.	.....	.....	.....	.....

Date.....Signature of Candidate.....

## 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 tender hereby covenants with the Procuring entity to provide  
the goods and to remedy defects therein in conformity in all respects with the provisions of  
the 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 \_\_\_\_\_

**8.3. 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]*

**8.4. LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

*[Address of Procuring Entity]*

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

GENERAL MANAGER  
POCUREMENT AND LOGISTICS  
SECOND FLOOR  
KENYA AIRPORTS AUTHORITY HEADQUARTERS  
P.O. BOX 19001-00501, NAIROBI  
KENYA

\_\_\_\_\_  
**MANAGING DIRECTOR/CEO  
KENYA AIRPORTS AUTHORITY**



**8.5. SELF-DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

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

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

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

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

Name..... Signature..... Date.....

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

**8.6. CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that,

.....  
*[Name of Tenderer or his representative]* of the firm of,

.....  
*[Name of firm tendering]*

In the company of,

.....  
*[Name of client's representative]*

Visited the site in connection with the tender for

**Replacement of Batteries for Uninterruptible Power Supply (UPS) System at Kisumu International Airport**

**Tender No. KAA-OT-KIA-0074-2020-2021)**

Having previously studied the contract document, I carefully examined site.

I have made myself familiar with all local conditions likely to influence the works and cost thereof.

I further certify that I am satisfied with description of the work 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.

Signed .....  
*[Tenderer or his representative]*

Witnessed .....  
*[Signature of client's representative]*

Date: .....

## TENDER SECURITY FORM

Whereas ..... [Name of the tenderer]  
(Hereinafter called "the tenderer") has submitted its tender dated..... [Date of  
submission of tender] for the provision of .....  
[Name and/or description of the services]

(Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[Name of Kenya Airports Authority](Hereinafter called "the Bank") are bound  
unto.....

[Name of Kenya Airports Authority](Hereinafter called "the Kenya Airports Authority") in  
the sum of .....

For which payment well and truly to be made to the said Kenya Airports Authority, 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 Kenya  
Airports Authority 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 Kenya Airports Authority up to the above amount upon receipt  
of its first written demand, without the Kenya Airports Authority having to substantiate its  
demand, provided that in its demand the Kenya Airports Authority 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 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)*