



**PROVISION, INSTALLATION AND COMMISSIONING
OF GEOGRAPHICAL INFORMATION SYSTEM (GIS)
SOFTWARE FOR KENYA AIRPORTS AUTHORITY**

TENDER No. KAA/ES/HQ/I207C

SEPTEMBER, 2017

**GENERAL MANAGER (P & ES)
KENYA AIRPORTS AUTHORITY
P.O.BOX 19001-00501
NAIROBI**

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

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SECTION I. INVITATION FOR TENDERS
TENDER NAME: PROVISION, INSTALLATION AND COMMISSIONING OF
GEOGRAPHICAL INFORMATION SYSTEM (GIS)
SOFTWARE FOR KENYA AIRPORTS AUTHORITY

TENDER NO: KAA/ES/HQ/I207C

- 1.1. The Kenya Airports Authority invites sealed tenders for the *Provision, Installation and Commissioning of Geographical Information System (GIS) Software for Kenya Airports Authority.*
- 1.2. The successful bidder shall supply, install and commission GIS Software for Kenya Airports Authority as per specifications herein for the period specified.
- 1.3. Tender documents may be obtained at Kenya Airports Authority Headquarters Complex Building at JKIA Nairobi and can be picked by the applicant or his/her agent at the procurement office, 2nd floor of the same building. However bidders may choose to download the tender from KAA website or IFMIS Portal website www.kaa.go.ke or IFMIS portal supplier.treasury.go.ke and they can forward their company's details to procurement department so that any addendum/ clarifications can be sent to their email address.

Duly completed bids 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 of Kenya Airports Authority Headquarters, so as to be received on or before **28th September, 2017 at 11.00 am local time** and shall be valid for a period of 90 days after bid submission. **Late bids shall be rejected.** Bids shall be opened soon after in the presence of bidders representatives who choose to attend at the Conference Room, 5th floor, KAA HQ's Building.

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.

The Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept lowest or any tender.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

MARGARET MURAYA
Ag. GM (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR

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 relative (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 result 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 exceed N/A
- 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 60 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.

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 2.14.7

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 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 as 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 60 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 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. 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 in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE 28th September 2017 at 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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **28th September 2017 at 11:00 a.m. local time**”

2.18.1 .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 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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **28th September 2017 at 11:00 a.m. local time** and in the location specified in the Invitation to Tender.

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

2.20.1 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.

2.20.2 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 effect 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**

(a) **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.

(b) **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.

(c) **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

(d) **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 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	As per Invitation to Tender.
2.4.1	The tender document shall also comprise of <i>Qualification Information Form</i>
2.5.1	Address for clarification: General Manager Procurement and Logistics, P.O. Box 19001 - 00501 Nairobi, Kenya Telephone: +254 (0)20 661 1000 tenders@kaa.go.ke
2.10.2	Prices quoted shall be the Delivered Duty Paid (DDP) to Kenya Airports Authority Hqs including all applicable taxes, IDF charges, clearing charges, insurances, transportation charges to the premises of the purchaser and unloading costs.
2.10.4	Replace words; “ sixty (60) ” with words “ ninety (90) ”
2.11.1	Prices shall be quoted in Kenya Shillings or any other easily convertible currency
2.14.1	Tender Security shall be at a value of: Kenya Shillings Two Hundred Thousand (200,000)
2.14.4	The tender security shall be in the form of <ol style="list-style-type: none"> 1. cash or banker’s cheque, or 2. a bank guarantee, or 3. guarantee issued by a reputable insurance company approved by Public Procurement Oversight Authority (PPOA) or 4. Letter of credit. <p>The Tender Security shall be valid for 120 days from the date of tender opening -.</p>
2.16.1	The Tenderer shall submit ONE (1) original and ONE (1) Copy of the tender. Both the Technical and Financial Proposal shall be in the same envelope to comprise of among others the following: -

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<ol style="list-style-type: none"> 1. All information required for the preliminary evaluation, 2. All information required for the technical evaluation, 3. Duly completed and signed Form of Tender, 4. Manufacturer Authorization Form
2.17.2 (a)	<p>Address of procuring entity is:</p> <p style="text-align: center;">Kenya Airports Authority, Kenya Airports Authority Headquarters, Airport South Road, P. O. Box 19001 – 00501 NAIROBI-KENYA, Tel: +254 20 661 1000 Fax: +254 20 822078 E-mail: tenders@kaa.go.ke Website: www.kaa.go.ke</p>
2.17.2 (b)/2.18.1/2.20.1	Date and time of closing is indicated in Clause 2.18.1 below
2.18.1	<p>Tenders must be received on or before 28th September 2017 at 11:00 a.m. local time”</p> <p>Tenderers to congregate at KAA HQS Conference Room 5th Floor</p>
2.27	KAA at its discretion shall carry out due diligence to determine the qualification in accordance with this clause.
2.30.1	<p>Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in form of;</p> <ol style="list-style-type: none"> 1. Cash or banker’s cheque, or 2. A bank guarantee, or 3. Guarantee issued by a reputable insurance company approved by Public Procurement Oversight Authority (PPOA) or 4. Letter of credit.

EVALUATION CRITERIA

I Preliminary

Tenderers are required to submit the following **MANDATORY** documents, failure to which they shall not be considered for further evaluation.

- I.1 Tender Security for Kshs 200,000 valid for 120 days from date of tender opening
- I.2 Manufacturers Authorization Form for the Software being supplied
- I.3 Certificate of Registration/Incorporation
- I.4 Current KRA Tax Compliance Certificate
- I.5 Duly filled Confidential Business Questionnaire
- I.6 Audited accounts for years ending 2013, 2014 & 2015. or 2014, 2015 & 2016 in accordance to the International Financial Reporting Standards Duly filled Litigation History Form.
- I.7 Duly filled Declaration Form
- I.8 Duly filled litigation history. If none, state NONE
- I.9 Duly filled Form of Tender
- I.10 Duly filled Self Declaration Form
- I.11 Tenderer's capacity to have available funds in the amount of at least **Kenya Shillings ten million (Kshs. 10,000,000)** equivalent; by access to liquid assets in the form of cash in hand (1 year current bank statements), lines of credit (letter from a bank specific to this tender and indicating the amount) or bank overdraft.

2 Technical Evaluation Criteria

No	Item	Scoring Criteria	Weights	Score
1	GENERAL EXPERIENCE			
I.1	<p>Bidder must have been involved in the supply and delivery of GIS software licenses and support.</p> <p>Bidder shall provide at least two (2) firms where they have supplied and supported GIS Software in the last five (5) years.</p> <p>Bidders must submit copies of documentary evidence such as completion certificates, contracts, LPO's or interim certificate not less than 70% complete to confirm similar works or services done or ongoing. These documents shall indicate the contractual value.</p> <p>- 25 points</p>	<p>Maximum 30 points.</p> <p>15 Points for each Firm complete with documented evidence.</p>	30	
2	KEY PERSONNEL			
	The tenderer shall provide at a minimum the following key personnel with the following minimum qualification and experience. Bidder MUST Submit CV's & Certificates of:-			

2.1	<p>GIS Software Support /Project Manager</p> <ul style="list-style-type: none"> • Minimum qualification of MSC Geographical Information System or Related Field from a recognized Institution (attach copy of certificate)- 2 points • Minimum three (3) years working experience – 2 points • Involved in two (2) similar projects. – 4 points • Must be certified (Provide certificate) – 2 points 	Maximum 10 points – (2 points for academic qualification, 2 points working experience, 4 point for managing similar projects (2 point for each project), 2 point for certification.	10	
	<p>GIS Software Training Personnel</p> <ul style="list-style-type: none"> • Minimum qualification of Degree in Land Surveying, Geomatic Engineering or Related Field from a recognized Institution (attach copy of certificate)- 7 points • Minimum three (3) years working experience – 4 points • Involved in at least one (1) similar projects. – 3 points 	Maximum 10 points	10	
3	Training Requirement			
3.1	<p>Provide curriculum for GIS Software training plan which will include Technical Certification Training for a lot consisting of Eight (8) employees at the developer’s site, approved by KAA. (10 points) Must be authorized Learning center of a GIS software by the Manufacturer. In the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer must be duly authorized by the goods’ Manufacturer or producer to supply the goods.(10 points</p>	Maximum 20 points	20	

4	SERVICE LEVEL AGREEMENT			
4.1	<p>Tenderers must provide a detailed draft SLA in respect of maintenance component of which the minimum aspects include the following: -</p> <ul style="list-style-type: none"> • Helpline hours and procedures, including out of office hour and weekends. – 2 point • Response times (stating whether this is an acknowledgment call or a reaction to a problem). – 2 point • Policies and approach to release of new versions of software and the current frequency of these. – 3 point • Escalation procedures and levels for dealing with incidences, outstanding bugs and errors that may occur. – 3 point 	Maximum 10 points	10	
5	CASH FLOW & TURNOVER			
5.1	<p>Turnover: Must have a minimum annual average turnover of Kshs 5,000,000.00 over three (3) year period (as per the audited accounts provided)</p>	maximum 20 points for required turnover	20	
TOTAL SCORE TECHNICAL SCORE			100	
TOTAL EVALUATED SCORE				
Minimum Technical Score			75	

3.0 Financial Evaluation

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

The financial evaluation will be based on the lowest price.

NOTE:

Bidders are hereby notified that due diligence may be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification

The Authority will not accept and/or respond to request for clarification from bidders received 4 days before the tender opening.

The financial proposal will be evaluated against the following criteria:

- Software cost - this includes the evaluation of the modes of licensing, and per user cost of licenses;

- Training costs;

SECTION III: GENERAL CONDITIONS OF CONTRACT**Table of Clauses**

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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

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 period(s) 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

3.19.1 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 its 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

- 4.1. 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.
- 4.2. Special conditions of contract as relates to the GCC
- 4.3. Other special conditions of contract as relates to key technical personnel, roles and responsibilities of supplier and KAA, confidential information, implementation plan, project governance, implementation methodology, implementation schedule and change management.

4.2 REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1.1 (d)	The Procuring Entity is: Kenya Airports Authority, P. O. Box 19001-00501, Nairobi-Kenya Tel: +254-020-6611000/6612000 Fax: +254-020-822078 E-mail:
3.1.1 (f)	“Intended Completion Date” means the date on which it is intended that the Supplier shall complete the works. The Intended Completion Date is specified in Clause 3.10 of the Special Conditions of Contract. The Intended Completion Date may be revised only by the Procuring Entity by issuing an extension of time or an acceleration order.
3.1.1 (g)	“Supplier” means a person or corporate body whose tender to carry out the works has been accepted by the Procuring Entity.
3.7.1	Performance Security shall be at ten (10%) percent of the Contract Price, in the format provided and shall be in form of; <ul style="list-style-type: none"> a. Cash or banker’s cheque, or b. A bank guarantee, or c. Guarantee issued by a reputable insurance company approved by Public Procurement Oversight Authority (PPOA) or d. Letter of credit. The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
3.10	The expected delivery period shall be four weeks.

4.2 REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.12	<p>In addition to sub-clauses 3.1.1 (a) to (c), add the following sub-clauses:</p> <ul style="list-style-type: none"> d) the procuring entity or the supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) the Procuring Entity gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; f) the Supplier does not maintain a Performance Security, which is required; <p>When either party to the Contract gives notice of a breach of Contract to the Procuring Entity for a cause other than those listed under General Conditions of Contract Sub-Clause 3.16 above, the Procuring Entity shall decide whether the breach is fundamental or not.</p> <p>Notwithstanding the above, the procuring entity may terminate the Contract for convenience.</p> <p>If the Contract is terminated, the supplier shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
3.17.1	<p>If the delivery date is extended (except by mutual consent) liquidated damages shall be assessed at half (0.5%) percent per month of the Contract Price. The maximum liquidated damages are ten (10%) percent of the Contract Price.</p>
3.18	<p>Any dispute directly or indirectly connected with this contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both parties.</p> <p>If the effort to resolve all or any of the disputes through mutual settlements fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both KAA and the supplier. The settlement agreement shall be final and binding on the parties. The venue of the conciliation shall be KAA Board Room 3rd Floor.</p> <p>The cost of conciliation shall be met equally by both parties.</p> <p>The conciliation should not take longer than 7 days and the report</p>

4.2 REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
	from the conciliator shall be submitted to both parties within 14 days thereafter.
3.19.1	<p>The rules of arbitration procedures for local suppliers shall be those contained in the Arbitration Act of the Laws of Kenya</p> <p>The institution whose arbitration procedures shall be used for foreign suppliers is:</p> <p><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.” The arbitration will be conducted in Nairobi, Kenya, in the English language and using one arbitrator.</p>
3.21 Notices	<p>The address of the Employer for notices is:</p> <p style="padding-left: 40px;">Managing Director Kenya Airports Authority, 3rd floor, Kenya Airports Authority Headquarters, Airport South Road, P. O. Box 19001 – 00501 NAIROBI-KENYA, tenders@kaa.go.ke</p> <p>The address of the Supplier for notices is:</p> <p style="padding-left: 40px;">.....</p> <p>All notices, instructions, information, and other communications given by the supplier to KAA under the contract shall be given to the Project Manager/KAA’s representative, except as otherwise provided for in the agreement.</p>

4.3 OTHER SPECIAL CONDITIONS OF CONTRACTS	SPECIAL CONDITIONS OF CONTRACT
Key Technical Personnel	<p>The supplier agrees to maintain all statutory records as required under various labour laws in respect of employees and payments. Any expenses incurred for the contributions, making contributions or maintain records shall be to the vendor account.</p> <p>If KAA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the KAA has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the supplier shall, at the KAA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the KAA.</p> <p>The supplier shall not employ for the purpose of the work, any person below the age of 18 years. KAA shall have the right to decide whether any person employed by the vendor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the vendor.</p>
Roles and Responsibilities	<p><u>Supplier's Responsibilities:</u></p> <p>The supplier has the overall responsibility of supply, delivery, install and commission as specified in the scope of works.</p> <p>KAA shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of maintenance contract or thereafter.</p> <p><u>KAA Responsibilities:</u></p> <p>KAA shall notify the supplier in writing the name of the Services Manager and within fourteen (14) days of signing of the contract. The Project Manager shall have the authority to represent KAA on all day-to-day matters relating to the project or arising from the project. All notices, instructions, order, certificates, approvals, and all other communications under the contract shall be given by the projects manager, except as otherwise provided for in this contract.</p>

	KAA shall be responsible for the provision of necessary access, and licenses for the successful completion of the project except where provision of such items is explicitly identified in the contract as being the responsibility of the vendor.
Confidential Information	In the performance of its work, the supplier and its employee may have access to confidential information owned or controlled by KAA. the supplier shall keep all such inform confidential and shall not copy, publish or disclose to other or permit its employee or anyone else to copy, publish or disclose to others any such information. The supplier shall use such information only for the purpose of performing its obligations
Implementation Plan	<p>In close cooperation with KAA and based on the draft program of works included in the tenderer's bid, the supplier shall develop and submit, within 14 days on contract signing, a program of works hereinafter referred as "Project Plan" encompassing the activities specified in the contract.</p> <p>The supplier shall formally present to KAA the project plan in accordance with the technical requirements. The vendor has to specify the strategy and methodology with time frame and the synchronization of various sites of the project to ensure completion of the project in time. The project plan shall also include a Gantt and Pert chart describing the activities, resources required on the time for completion.</p> <p>The work shall be executed strictly as per the time schedule, indicated in the Project Plan. Monthly/weekly work programme will be drawn up by the vendor before commencement of works and submitted to the project manager for approval. The programme & progress will be reviewed from time to time and if required, the programme may be re-scheduled by the projects manager. The vendor shall also be responsible to provide materials within his scope in time to achieve the programme. In all matters concerning the extent of the programme set out weekly and monthly, the decision of the project manager will be final and binding on the vendor. Both parties shall agree to plan review of the progress of the works executed under the scope of the contract, in particular interval with a view to:-</p> <ol style="list-style-type: none"> i. Review the progress ii. Resolve pending issues iii. Plan for resources required for the ongoing and future works iv. Evaluate all escalated issues and address mechanism to remedy them <p>During the term of this contract KAA reserves the right to formally audit and evaluate the performance of the vendor upon reasonable notice and at reasonable time.</p>

Implementation Methodology	Tenderers must include in their submission an overview of their proposed solution and key aspects. This must include a description of the method by which they propose to deliver and implement the required solution. The implementation methodology included in the tenderer's bid will be followed during the contract implementation
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SECTION V: TECHNICAL SPECIFICATIONS**TABLE OF CONTENTS**

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5.1 GENERAL

- 5.1.1 These specifications describe the requirements for goods and services. Tenderers are requested to submit with their offers the **detailed specifications, drawings, catalogues**, etc for the products/services they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 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. Kenya Airports Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 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.
- 5.1.5 Site
Refer to Terms of Reference

5.2 PARTICULARS

5.2.1 BACKGROUND INFORMATION

Established in 1991 under KAA Act, Cap 395 of the Laws of Kenya with the mandate to:

- a) Administer, control and manage aerodromes in the country,
- b) Provide and maintain facilities necessary for efficient operations of aircraft,
- c) Provide rescue and firefighting equipment and services,
- d) Construct, operate and maintain aerodromes and other related activities,
- e) Construct or maintain aerodromes on an agency basis on the request of any Government Department,
- f) Provide such other amenities or facilities for passengers and other persons using the services or facilities provided by the Authority and
- g) Approve the establishment of private airstrips and control of operations thereof.

Kenya Airports Authority manages the following airports and airstrips around the country:-

- a) Jomo Kenyatta International Airport
- b) Moi International Airport
- c) Eldoret International Airport
- d) Wilson Airport
- e) Kisumu Airport
- f) Malindi Airport
- g) Lokichoggio Airport
- h) Wajir Airport
- i) Manda Airstrip
- j) Ukunda Airstrip
- k) Eldoret Airstrip
- l) Garissa Airstrip
- m) Kakamega Airstrip
- n) Kitale Airstrip
- o) Lodwar Airstrip
- p) Isiolo Airport

5.2.2 KAA Mission and Vision

Vision Statement: “Globally competitive airport facilities and services”.

Mission Statement: “To provide efficient and effective airport facilities and services in a sustainable environment”.

5.3 BACKGROUND OF THE PROJECT

The Authority intends to procure a geographic information system that will be used to improve the visualization of its assets, data collection on spatial location of assets, and improve its efficiency and aid in decision making at various levels of management.

The exact requirement of the various geographic information systems licensing capabilities and functionalities requirements are as described herein.

5.4 SCOPE OF WORKS

For Kenya Airports Authority to get maximum benefit from implementing this system, the successful bidder will be expected to:

- Supply, deliver and install suitable GIS software based on the required functionalities specifications as specified in this document.
- Supply, delivery and installation of an Online Enterprise GIS System (8 Users) providing a collaborative content management system that will enable the management and sharing of geographic information in a secure and configurable environment.
- Provide advice on the backup requirements to ensure system availability in case of failures in the primary server.
- Supply, test and implement the GIS
- Supply the system's documentation in the form of installation media, user manuals, administration manuals, etc.
- Technical Certification Training for a lot consisting of Eight (***) employees , approved by KAA, as per Bill 2.

5.4.1 Functional Systems Requirements

The intended solution should provide the following functionality;

Capture, Transfer, Validate, and Edit

The intended system should be able to capture, transfer, validate, and edit the data that is loaded into the GIS taking into consideration that an error-free digital data is crucial in providing accurate information. The system should allow the use of various data capture devices such as keyboards, scanners, plotters, optical character readers (OCR), mobile devices, Global Position System (GPS) among others.

Store and Structure

The system should have a capability to store the data in a structured manner to ensure that the storage space is utilized efficiently. In addition, it needs to support

high levels of analytical operations. The storage must support Computer Aided Designs such as ArchiCAD, AutoCAD among others.

Restructure, Generalize, and Transform

The system should be able to manipulate data from disparate sources and convert them to a common format for analysis. This manipulation, commonly referred to as data integration should be able to restructure, generalize, and transform the data currently in the Ministry and be able to handle future requirements.

Query, Analysis, and Presentation

The system should have the ability to query and analyses geographical patterns and relationships. The Geographical data should be presented in different forms including but not limited to location of the building, status of the building, maps, graphs, statistical summaries and reports, tables and list, among others. This should be achieved in a flexible manner that enables the formatting of the output to achieve a range of different colors, symbol types, high quality fonts and shading schemes.

Personalization Management

The solution should have the ability to provide personalized, appropriate content to the particular individual who is viewing the content.

Document Distribution

The system should provide the following distribution capabilities

- a) Enable multiple users to access the same files at the same time and for documents to be distributed to authorized personnel within via intranet.
- b) Enable users to search, retrieve and view documents with any web browser for documents distributed through an intranet,
- c) Safeguard an unalterable copy of the original while allowing users to enhance collaboration and service by circulating copies in the format that best serves their needs.

Document Security

The system should have rigorous security module to permit authorized personnel to perform the" required duties without compromising the integrity of the data structure system. It should: -

- a) Verify and allow or deny access to users based on the accuracy of the credentials presented to it.

- b) Allow the system administrator to assign access to specific folders, as well as to specified documents, at both group and individual level so that users can access documents for which they have relevant access privileges whilst restricting specific access to the objects for which they do not have the relevant privileges. To further simplify access rights, the system should support inherited rights so that if required the rights assigned on parent folders can be inherited to the subfolders.
- c) Let the system administrator limit the actions that users are entitled to perform on the folders and documents at both the individual and group level. Function rights should also be inheritable from parent folders to subfolders.
- d) Allow high level users to redact or black out confidential information within the files in order to facilitate security to be controlled to the individual word level.
- e) Allow authorized users to lock documents against both changes and annotations.
- f) Allow authorized users to lock documents against copying text or graphics.
- g) Allow authorized personnel to lock or unlock certain form fields for electronic forms.
- h) Offer the ability to generate audit trails and reports that detail the system activity. The audit-trail should provide the user name, documents accessed, type of access, actions performed, and the date and time the action took place.
- i) Offer digital archiving capabilities so that in the event of document loss or damage, archives can be reconstructed from the digital backups.
- j) Support usage of password-protected signature profiles that should be stored in a secure, encrypted file.

Information Lifecycle Management

The system should allow for users to specify and control the lifecycle of Information.

Document Retention and Disposal

The system should have the following retention and disposal capabilities;

- It should allow authorized personnel to assign cut-off criteria, which determines when records can be cut-off. The criteria should be based on time, event as well as a combination of time and event.
- It should allow authorized personnel to specify retention periods, which upon expiry the record become eligible for disposition.
- It should allow authorized personnel to dispose documents through one or more disposition actions namely interim transfers and final disposition.
- It should allow authorized personnel to freeze folders halting any dispositions on them and making all records within the folder unalterable.

Version Control and Management

The solution should allow multiple users to make simultaneous changes to content, and keeps track of all of these changes made to the content. Versioning should indicate an auto incremented sequence of revisions to a record. Different versions should be retrievable as if they were independent documents.

For records involved in versioning, the application should be able to identify the most recent versions.

Software Package Quality Features

The intended product should have the following quality features:

Usability

The system should have a user-friendly interface to facilitate the ease of capturing documents, organizing documents, finding documents, etc.

Customizability

The system should allow creation of custom reporting to enable the Ministry to Create its own reports in addition to the System's standard reports. The Report writer must enable the user to define, store and reproduce reports of their own choice, without the need for further programming by the suppliers. The report writer should support multiple selection criteria on all the database fields and allow output in any number of indexes or orders. All queries must be output to screen, printer or file.

Compatibility

The system should communicate using popular network protocols including TCP/IP and have the capability to deploy over the web.

Portability

The system should Store text and image files in non-proprietary industry-standard formats, work with a variety of standard operating systems including Windows, Unix and Linux etc. Support multiple database platforms including Oracle and SQL Server etc

Scalability

The system should scale to allow KAA select specific modules, which are required to accommodate high volumes of users at least 1500 user

Inter-operability

The system should interface well with the existing folder structure constructed in Windows
the existing office automation software (Microsoft Office)

Reliability

The system should be robust with proven minimal mean time between failures in previous implementation.

In addition to the above functionalities, the system should have the above functionalities;

- Multiuser Editing and Advanced Data Management capabilities
- Complete GIS data editing capabilities.
- Edit a multiuser enterprise geodatabase.
- Use disconnected editing in the field.
- Create spatial data from scanned maps.
- Use raster-to-vector conversion.
- Advanced GIS data analysis and modeling
- Combine all the spatial and attribute data from all the features in to be managed from the same central database.
- Combine and manage personal geodatabase, multiuser geodatabase, and feature datasets different departments.
- Use high-end cartography tools to generate professional-quality, publication-ready maps.
- Take advantage of tools designed for overlay analysis, proximity analysis, surface analysis, and raster processing and conversion to provide easy summary of given scenario for the respective areas of operations.
- Visually model and spatially analyze a process or workflow.
- Create interactive maps from file, database, and online sources.
- Create street-level maps that incorporate GPS locations.
- View CAD data and Satellite images.

- Generate reports and charts.
- The system should integrate geographic data with documents and tabular data relating to any given project including but not limited to financial data, progress report of the project, the tendering documents, contractors' details and all this to be accessed via the web.
- Perform advanced GIS data analysis and modeling.
- Take advantage of tools designed for overlay analysis, proximity analysis, surface analysis, and raster processing and conversion.
- Publish and convert data in many formats.
- Create and manage personal geodatabases, multiuser geodatabases, and feature datasets.
- Use high-end cartography tools to generate professional-quality, publication-ready maps.
- Design customized symbols and place sophisticated annotation and labels on your maps.
- Perform raster-to-vector conversion and create data from scanned maps
- Support online mapping
- Aeronautical Solution Concurrent Use License
- Mapping and Charting Solutions

5.4.2 GENERAL/COMMON FEATURES SPECIFICATIONS

5.5.1 Software Licenses

Licenses and any copy protection devices shall be provided for running copies of Bidder software.

5.2.2 Users

The Number of users who will initially have access to the system is 6 people.

5.2.3 System Management

Annual Charges

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated, the privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Product upgrade at no other cost etc.

5.2.4 Estimated Implementation Schedule

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of KAA staff required to facilitating timely project delivery, and services and material that are critical for the successful project implementation. Highlight the critical milestones that are expected during

project implementation with the approach to be taken for a successful timely project implementation.

5.5 SCHEDULE OF COMPLIANCE

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 solution.

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

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, the Bidder can mention it. These clauses will be qualified by “not complied with, but alternative is offered”.

SECTION VII: PRICE SCHEDULE

PREAMBLE TO THE PRICE SCHEDULE

- a) The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.
- b) The brief description of the items in the Price Schedule is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Technical Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Price Schedule 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 Supplier 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 Price Schedule. The basis of payment shall be the Supplier'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 Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink or printed against every item in the Price Schedule 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 in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.
- g) The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier's supervision, compliance, testing, materials, 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 procuring entity and his staff.
- h) Errors will be corrected by the procuring entity for any arithmetic errors in computation or summation as indicated in the Instructions to Tenderers Clause 2.22.2

Name of tenderer _____ Tender Number _____ Page ___ of ___

BILL : GIS SOFTWARE

License Type	Unit	Quantity	Unit Cost	Total Cost
Software Cost – 8 No. Desktop per user cost of licenses				
Training Costs- GIS Training- Basic & Intermediate level at the suppliers offices				
TOTAL				
Provide for VAT				
GRAND TOTAL INCLUSIVE OF VAT				

Total Tender Price in words:.....
 Kenya Shillings

Signature of tenderer _____

Note:

In case of discrepancy between unit price and total, the unit price shall prevail. The Total Tender Price amount under summary of price schedule should be carried forward to the form of tender

SUMMARY OF PRICE SCHEDULE

ITEM	AMOUNT (KES)
BILL 1 – GIS Software Cost	
BILL 2 – GIS Training- Basic & Intermediate level	
Total Tender Price	

Total Tender Price in words:.....
..... Kenya Shillings

Signature of tenderer _____

Note:

In case of discrepancy between unit price and total, the unit price shall prevail. The Total Tender Price amount under summary of price schedule should be carried forward to the form of tender

SECTION VIII: STANDARD FORMS**Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful Tenderer and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Declaration Form - This form must be completed by the tenderer and submitted with the tender documents.
8. Litigation History Form - This form must be completed by the tenderer and submitted with the tender documents.
9. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
10. Letter of Notification Form - This form shall not be completed by the tenderer at the time of submitting the tender. The Letter of Notification Form shall be issued to the recommended tenderer before contract award.
11. Qualification Information Form - This form must be completed by the tenderer and submitted with the tender documents.

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8.1 FORM OF TENDER

Tender No. _____

Date _____

To: Kenya Airports Authority,
P.O. Box 19001,
Nairobi – 00501,
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 supply
..... [Insert tender description]
in conformity with the said tender documents for the sum of [total tender price 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 (10%) 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 **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 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 AddressTel 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 bankersBranch

Part 2 (a) – Sole Proprietor:

Your name in fullAge

NationalityCountry 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.

Note: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 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
[name and/or description of the equipment]
 (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)

8.4 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 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 _____

(Amend accordingly if provided by Insurance Company)

8.5 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 _____ , tender for design, development and deployment of a mobile application and a customer relationship management system for Kenya Airports Authority

(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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 DECLARATION FORM

Date _____

To _____

_____The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title_____
Signature_____
Date

(To be signed by authorized representative and officially stamped)

8.8 LITIGATION HISTORY FORM

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

8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No.

Tender Name:

PROCUREMENT OF GIS SOFTWARE

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

8.10 QUALIFICATION INFORMATION FORM

Individual Tenderers or Individual Members of Joint Ventures

Constitution or legal status of tenderer.....
(attach copy or Incorporation Certificate)

Place of registration:

Principal place of business:.....

Confidential business questionnaire:
(attach duly signed confidential business questionnaire, Form 8.2)

Litigation history:
(attach duly signed history litigation form, Form 8.8)

Debarment by Public Procurement Oversight Authority:
(attach duly signed declaration form, Form 8.7)

Total annual volume of licenses, service and maintenance work performed in the last five years:.....

Table 1: Tenderer's Annual Turnover

Year	Volume	
	Currency	Value
2015		
2016		
Total Volume		
Average annual Turnover		

Similar works performed over the last two years (2015-2016).

Also list details of work under way or committed, including their expected completion date(s).

Table 2: Tenderer's Experience

Project Name	Name of Client and contact Person	Description of work	Value of work	Contract Duration	Completion Date

Note: The information listed above shall be provided for each partner of the joint venture

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

MANUFACTURER'S AUTHORIZATION FORM

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

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 a person competent.

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>KAA Kenya Airports Authority</p>	<p>HEALTH AND SAFETY MANUAL – HSM VERSION 01.</p>	<p>Document Reference: KAA/CON/SHE/001</p>
<p>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>KAA Kenya Airports Authority</p>	<p>HEALTH AND SAFETY MANUAL – HSM VERSION 01.</p>	<p>Document Reference: CAA/CON/SHE/001</p>
<p>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:			
