

KENYA CIVIL AVIATION AUTHORITY



TENDER NO. KCAA/005/2020-2021

**PROVISION OF DEDICATED INTERNET
SERVICES OF 200MBPS FOR THREE (3) YEARS
AT KCAA HEADQUARTERS, AVIATION HOUSE -
JKIA**

**DATE OF NOTICE: TUESDAY, 8TH SEPTEMBER,
2020**

**CLOSING DATE: THURSDAY, 24TH SEPTEMBER, 2020
AT 11:00AM**

Notes:

- 1. All interested bidders with clarification requests to send to email address: **procurement@kaa.or.ke** before or on **Wednesday, 16th September, 2020 at 5.00pm** for consolidation and sent to interested bidders email addresses.*
- 2. All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.*

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INTRODUCTION

Kenya Civil Aviation herein referred to KCAA wishes to tender for the **provision of dedicated internet services of 200MBPS for three years at KCAA Headquarters – Aviation House - JKIA.**

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment, managerial capability, experience in the provision of the services, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.

SECTION 1 – INVITATION TO TENDER

TENDER FOR THE PROVISION OF DEDICATED INTERNET SERVICES OF 200MBPS AT KCAA HEADQUARTERS AVIATION HOUSE – JKIA

TENDER REF. NO.KCAA/005/2020-2021

DATE OF NOTICE: TUESDAY 8TH SEPTEMBER 2020

- 1.1 KCAA invites sealed bids from interested eligible bidders for the Provision of dedicated Internet Services of **200Mbps** at KCAA headquarters – Aviation House – JKIA.
- 1.2 All interested bidders with clarification requests to send to email address: procurement@kcaa.or.ke before or on **Wednesday, 16th September, 2020 at 5.00pm** for consolidation and sent to interested bidders email addresses.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at KCAA Procurement Office on ground floor, Aviation House Building, Jomo Kenyatta International Airport during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). Bidders may also view and download the bidding document from KCAA website: www.kcaa.or.ke/Tenders & **Supplier.treasury.go.ke** at no cost and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums procurement@kcaa.or.ke
- 1.4 A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of One thousand Kenya Shillings (Kshs.1,000.00) in cash or bankers' cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the closing date of the Tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Ground floor, Aviation House, Jomo Kenyatta International Airport** or be addressed to:

**The Director General,
Kenya Civil Aviation Authority,
Aviation House, JKIA
P.O Box 30163-00100, Nairobi**

So as to be received on or before Thursday, 24th September, 2020 at 11.00 am.

- 1.7 Tender will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KCAA Auditorium on Ground Floor, Aviation House, JKIA, Nairobi.
- 1.8 **KCAA** reserves the right to accept or reject any or all tenders.

Manager Procurement
For: Director General

SECTION 2 - INSTRUCTIONS TO BIDDERS

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SECTION 2 -INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Tenders is open to all bidders eligible as described in the Invitation to Tender. Successful bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 KCAA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Bidders shall provide the qualification information statement that the bidder (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 KCAA 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 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and KCAA, 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 Kshs.1,000/=
- 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 Bidders

- (i) Invitation to Tender
- (ii) Instructions to bidders
- (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) Confidential Business Questionnaire

2.4.2 The Bidder 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 bidders' risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective bidder requiring any clarification of the tender document may notify KCAA 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 bidders that have received the tender document.

2.5.2 KCAA shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder 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, KCAA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, 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 bidders reasonable time in which to take the amendment into account in preparing their tenders, KCAA, 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 bidder, as well as all correspondence and documents relating to the tender exchange by the bidder and KCAA, shall be written in English language, provided that any printed literature furnished by the bidder 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 bidders 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 bidder 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 bidder 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 bidder 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 bidder shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Bidders Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The bidder shall furnish, as part of its Tender, documents establishing the bidder's eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.
- 2.12.2 The documentary evidence of the bidder's eligibility to tender shall establish to KCAA's satisfaction that the bidder, 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 bidder's qualifications to perform the contract if its tender is accepted shall be established to KCAA's satisfaction.
- (a) that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the bidder has the financial, technical, and production capability necessary to perform the contract.
 - (c) that, in the case of a bidder not doing business within Kenya, the bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder'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 bidder shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the bidder 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 three(4) years, following commencement of the use of the goods by KCAA; and
- (c) a clause-by-clause commentary on KCAA'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 bidder 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 bidder 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 bidder shall furnish, as part of its tender, a tender security for the amount specified in the Appendix, Invitation to Bidders.

2.14.2 The tender security shall be kshs 200,000.00 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by Public Procurement Regulatory Authority (PPRA) valid for 120 days from the date of closing the tender..

2.14.3 The tender security is required to protect KCAA against the risk of Bidder'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 KCAA 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 KCAA as nonresponsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Bidder'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 KCAA.

2.14.7 The successful Bidder's tender security will be discharged upon the bidder 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 bidder withdraws its tender during the period of tender validity specified by KCAA on the Tender Form; or
- (b) in the case of a successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by KCAA, pursuant to

paragraph 2.18. A tender valid for a shorter period shall be rejected by KCAA as nonresponsive.

2.15.2 In exceptional circumstances, KCAA may solicit the Bidder'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 bidder may refuse the request without forfeiting its tender security. A bidder granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 KCAA 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 bidder or a person or persons duly authorized to bind the bidder 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 bidder, 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 Bidder 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 KCAA 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," **Thursday, 24th September, 2020 at 11.00 a.m.**

2.17.3 The inner envelopes shall also indicate the name and address of the bidder 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, KCAA will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

Tenders must be received by KCAA at the address specified under paragraph 2.17.2 no later than **Thursday, 24th September, 2020 at 11.00 a.m.**

2.18.1 KCAA 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 KCAA 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 bidder 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 Bidder'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 bidder on the Tender Form. Withdrawal of a tender during this interval may result in the Bidder's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 KCAA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KCAA shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.20 **Opening of Tenders**

2.20.1 KCAA will open all tenders in the presence of bidders' representatives who choose to attend, at **11.00 a.m. Thursday, 24th September, 2020 and** in the location specified in the Invitation to Tender.

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

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

2.20.3 KCAA 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, KCAA may, at its discretion, ask the bidder 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 bidder to influence KCAA in KCAA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders' tender.

2.22 Preliminary Examination

2.22.1 KCAA 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 quantify, 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 KCAA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 KCAA 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. KCAA'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 KCAA and may not subsequently be made responsive by the bidder by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, KCAA 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 KCAA 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 bidder 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 KCAA

2.26.1 Subject to paragraph 2.21 no bidder shall contact KCAA 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 bidder to influence KCAA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Bidder's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, KCAA will determine to its satisfaction whether the bidder 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 bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted by the bidder, pursuant to paragraph 2.12.3 as well as such other information as KCAA deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's tender, in which event KCAA will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 KCAA will award the contract to the successful bidder(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 KCAA 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 KCAA 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 bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for KCAA's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, KCAA will notify the successful bidder 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 Bidder's furnishing of the performance security pursuant to paragraph 2.28, KCAA will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as KCAA notifies the successful bidder that its tender has been accepted, KCAA will send the bidder 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 bidder shall sign and date the contract and return it to KCAA.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from KCAA, the successful bidder 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 KCAA.

2.30.2 Failure of the successful bidder 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 KCAA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 KCAA requires that bidders 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
- (ii) of value to influence the action of a public official in the procurement process or in contract execution; and
- (iii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KCAA, and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at

artificial non-competitive levels and to deprive KCAA of the benefits of free and open competition

2.31.2 KCAA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a bidder 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	Particulars of appendix to instructions to tenderers
2.8	The Form of Tender must be filled and signed.
2.1	Registered qualified firms operating in Kenya
2.10	<i>Particulars of other currencies allowed.</i> Price should be in Kenya shillings only or a freely convertible currency.
2.12	Tender security required is Ksh. 200,000.00 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by Public Procurement Regulatory Authority (PPRA) valid for 120 days from the date of closing date of the tender.
2.13.1	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1	Bidders shall provide 1 ORIGINAL of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope and tender title and number and closing date clearly written on top of the envelope
2.16	Deadline for Submission of Tenders /Closing date shall be THURSDAY, 24TH SEPTEMBER, 2020 AT 11.00AM
2.28	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following three categories of criteria to evaluate the tenders.

- a) Mandatory tender requirements (inclusive of technical mandates)
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation.

(a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

No.	Documents to be submitted	
1.	Duly filled, signed and stamped Form of Tender	
2.	Tender security required is Ksh. 200,000.00 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by Public Procurement Regulatory Authority (PPRA) valid for 120 days from the date of closing date of the tender.	
3.	Copy of certificate of Incorporation.	
4.	Attach a copy of CR12 certificate, Business permit, PIN certificate	
5.	Attach a current Tax Compliance certificate from the Kenya Revenue	
6.	1 Original & 1 copy of bid documents which must be serialized or paginated in ALL pages for the bids submitted.	
7.	Duly filled confidential questionnaire (Indicate all the directors and respective shares)	
8.	Undertaking in writing that, the bidder SHALL accept KCAA terms of quarterly payment in arrears after delivery of service. Attach letter of undertaking.	
9.	Provide Audited financial statement for the last two years – 2017/2018 & 2018/2019	
10.	Correctly filled, stamped and signed sworn Anti-corruption Affidavit	
11.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up	
12.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings.	
13.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices.	

(b) Mandatory Technical tender requirements

Mandatory Technical Requirements for provision of Dedicated Internet services of 200Mbps.

Mandatory technical requirements check list

I.	Must be Network Facilities Provider (NFP) Tier 1 category. Attach valid Copy of Network Facilities Provider (NFP) TIER-1 license from Communications Authority (CA).	Mandatory
II.	Must provide at least twelve (12) public IP's for KCAA use with no extra charges.	Mandatory
III.	Must attach a sample service level agreement (SLA).	Mandatory
IV.	Must provide bandwidth monitoring tool	Mandatory
V.	Submission of at least three (3) reference sites in which the firm has successfully carried out similar assignment of provision of dedicated internet services of 200Mbps or more internet Bandwidth(attach LSOs OR signed contracts with corresponding recommendation letters. Note: Only LSOs or contracts of 200Mbps and above shall be treated as valid.	Mandatory

(c) TECHNICAL REQUIREMENTS

In order to increase objectivity in the evaluation, technical scores will be awarded on a weighted basis whereby each evaluated item is assigned some weights based on their importance to KCAA. Items to be considered and maximum scores assigned are tabulated below:-

(d) TECHNICAL EVALUATION CRITERIA

In order to increase objectivity in the evaluation, technical scores will be awarded on a weighted basis whereby each evaluated item is assigned some weights based on their importance to KCAA. Items to be considered and maximum scores assigned are tabulated below:-

TECHNICAL EVALUATION TABLE (MAX 100 MARKS)

No	REQUIRED INFORMATION	Weights	Vendors Response
Business support agreements		35	
1.	Show proof that the bidder has direct peering with multiple upstream internet providers (at least 3)e.g SEACOM,TEAMS,EASSy etc.(5 mks) Show evidence, by providing login portal screenshot OR certificate where applicable.	15	
2.	Unlimited service support 24/7- provide evidence of 24 hour support – Attach escalation matrix	10	
3.	Lead time for commissioning the link (≤ 7days: 15 marks, ≤10days : 5 marks, > 10days : 0 mark)	10	
Service level agreement		15	
4.	Response Time (< 1hr :5 marks , 1-3 hrs 2 marks, > 3 hrs 0 marks)	10	
5.	Uptime (> 99.9 : 5 marks , 99.5 - 99.0 : 3 marks, 98.9-98.0 : 2 marks, < 98 :0 marks)	5	
Technology & Support service		30	
6.	Local loop Type (Fiber:20 marks, Others – 0	20	
7.	Attach an escalation matrix for support services	10	
Financial capability		20	
Financial Resources:			
a) Profitability Margin A margin above 30% will score 10 marks; 10 -29%=5 marks and below 10%= 3 marks		20	
b) Liquidity Ratio Ratios of 2:1 = 10 marks 1:1=5 marks Less than 1:1 = 0 marks			
TOTAL SCORE		100	

NOTE:

The pass mark to proceed to the financial evaluation stage shall be 80% of the total technical score of 100 marks.

(e) FINANCIAL EVALUATION:

The winning bidder will be the lowest evaluated bidder among those who passed all the technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

(f) Due diligence:

KCAA shall conduct a due diligence to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this PPADA Act.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

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SECTION 3 - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between KCAA and the bidder, 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 bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods and services" means all of the equipment, machinery, and/or other materials and services, which the bidder is required to supply and offer to KCAA under the Contract.
- (d) "KCAA" means the organization purchasing the Goods under this Contract.
- (e) "The Bidder" means the individual or firm supplying the Goods and services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by KCAA 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 bidder

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 bidder shall not, without KCAA'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 KCAA in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract.

3.5.2 The bidder shall not, without KCAA'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 KCAA and shall be returned (all copies) to KCAA on completion of the Bidder's performance under the Contract if so required by KCAA

3.6 Patent Rights

3.6.1 The bidder shall indemnify KCAA 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 KCAA's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful bidder shall furnish to KCAA 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 KCAA as compensation for any loss resulting from the Bidder'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 KCAA 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 KCAA, in the form provided in the tender documents.

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

3.8 Inspection and Tests

3.8.1 KCAA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KCAA shall notify the bidder 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 bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the bidder 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 KCAA.

3.8.3 Should any inspected or tested goods fail to conform to the specifications, KCAA may reject the equipment, and the bidder shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to KCAA.

3.8.4 KCAA'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 KCAA or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the bidder from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The bidder 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 bidder 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 bidder under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by KCAA as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the bidder 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 bidder 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 KCAA within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with KCAA's prior written consent

3.15 Subcontracts

- 3.15.1 The bidder shall notify KCAA 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 bidder from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 KCAA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part
 - (a) if the bidder fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by KCAA
 - (b) if the bidder fails to perform any other obligation(s) under the Contract
 - (c) if the bidder, in the judgment of KCAA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event KCAA 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 bidder shall be liable to KCAA for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the bidder fails to deliver any or all of the goods within the period(s) specified in the contract, KCAA 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 bidder may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 KCAA and the bidder 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 bidder shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION 4 - 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>The bidder shall provide a performance security of 10% of the contract price within 30 days of notification of contract award in form of a bank guarantee.</i>
3.10	Site- <i>Aviation House , JKIA</i>
3.12.1	<i>Credit period shall be 60 days from the receipt of invoice</i>
3.13	<i>There shall be no price adjustments.</i>
3.18.1	<i>Disputes will be addressed through arbitration</i>

SECTION 5 - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Bidders 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. KCAA 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 bidders 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.

TECHNICAL SPECIFICATIONS

No	REQUIRED INFORMATION
Business support agreements	
1.	Show proof that the bidder has direct peering with multiple upstream internet providers (at least 3)e.g SEACOM,TEAMS,EASSy etc.
2.	Unlimited service support 24/7- provide evidence of 24-hour support
3.	Lead time for commissioning the link should be equal to or less than 10 days.
Service level agreement	
4.	Maximum Response Time is three (3) hours or less
5.	Uptime should be 99.9% preferably 100%
Technology & Support service	
6.	Local loop Type - Internet Link must be on fibre.
7.	Bidders must attach an escalation matrix for support services
Financial capability	
Financial Resources:	
a) Profitability Margin	
A margin above 30% will score	
b) Liquidity Ratio	
Ratios of should be = 2:1	

SECTION 6: PRICE SCHEDULE

TITLE OF TENDER

TENDER NUMBER: KCAA/005/2020-2021

TENDER TITLE: PROVISION OF DEDICATED INTERNET SERVICES OF 200MBPS FOR THREE (3) YEARS AT KCAA HEADQUARTERS:

Provision of dedicated internet services at Kenya Civil Aviation Headquarters.

Name of Tenderer:

No	Item Description	unit	Quantity	Unit Price Kshs	Total price Kshs for 36 months (Inclusive of all taxes)
1.	Annual supply of dedicated Internet services of 200Mbps bandwidth. Ratio = 1:1 for three (3) years (NB Bidders must quote for three-year period)	Months	36		
2.	Other charges if any	Lot	Lot		
GRAND TOTAL IN KENYA SHILLINGS FOR THREE (3) YEARS INCLUSIVE OF ALL TAXES TO BE TRANSFERRED TO FORM OF TENDER					

Lead time for commissioning the link

PLEASE NOTE AND COMPLY WITH THE FOLLOWING.

- i. All prices to be inclusive of all taxes for the three years.

Authorized Official:

Name

Signature, date and official stamp

SECTION 7 - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the bidder.
2. Confidential Business Questionnaire Form - This form must be completed by the bidder and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to KCAA.
4. Contract Form - The Contract Form shall not be completed by the bidder 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 bidders at the time of tender preparation. Only the successful bidder will be required to provide performance security in the form provided herein or in another form acceptable to KCAA.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by KCAA, this form must be completed fully and duly signed by the authorized officials of the bank.
7. 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 bidder is an agent.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Letter of Notification of Award
9. Form RB 1
10. Oaths and Statutory Declaration Form

7.1 FORM OF TENDER

Date _____ Tender No. **KCAA/005/2020-2021**

To: **Kenya Civil Aviation Authority, P.O BOX 30163-00100, Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]* of which is hereby duly acknowledged, we the undersigned, offer to tender for **TENDER FOR THE PROVISION OF DEDICATED INTERNET SERVICES OF 200MBPS AT KCAA HEADQUARTERS AVIATION HOUSE – JKIA for three (3) years** in conformity with the said tender documents for the sum of.....
.....*[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to consultants, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of

7.2 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part; of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business,.....</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs...</p> <p>Name of your bankers Branch (Attach letter from the bank).....</p>																												
	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p style="padding-left: 40px;">• Citizenship details</p>																											
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 15%;">Shares</th> <th style="width: 20%;">Nationality</th> <th style="width: 15%;">Citizenship</th> </tr> <tr> <th style="text-align: left;">Details</th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td colspan="4">.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td colspan="4">.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td colspan="4">.....</td> </tr> </tbody> </table>				Name	Shares	Nationality	Citizenship	Details					1.				2.				3.			
	Name	Shares	Nationality	Citizenship																								
Details																												
1.																											
2.																											
3.																											
<p>Date Seal/Signature of Candidate</p>																												

7.4 TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated..... [Date of submission of tender] for the provision of

[Name and/or description of the services]

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

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

Of.....having registered office at

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.5 PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

Supply.....

[Description services](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 figures],

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 your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

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 institution], 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 and 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]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

REPUBLIC OF KENYA

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER
15 OF THE LAWS OF KENYA**

AND

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3
OF 2005.**

I, of P. O. Box being a resident of
..... in the Republic of Kenya do hereby make oath and state as follows:

-

THAT I am the Chief Executive/Managing Director/Principal Officer /Director of
..... (name of the Candidate) which is a Candidate in
respect of Tender Number to supply goods, render services
and/or carry out works for Kenya Civil Aviation Authority and duly
authorized and competent to make this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any inducement to
any member of the Board, Management, Staff and/or employees and/or
agents of Kenya Civil Aviation Authority, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents have not offered any
inducement to any member of the Board, Management, Staff and/or
employees and/or agents of Kenya Civil Aviation Authority.

THAT what is deponed to hereinabove is true to the best of my knowledge
information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director

}

on this day of 2020

}

}

}

}

DEPONENT

Before me

}

}

}

Commissioner for Oaths

}