

KENYA CIVIL AVIATION AUTHORITY



TENDER DOCUMENT

FOR

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN AIR TRAFFIC MANAGEMENT SYSTEM AT JOMO KENYATTA INTERNATIONAL AIRPORT (RE- ADVERTISEMENT).

TENDER NO. KCAA/057/2019-2020

DATE OF NOTICE: TUESDAY, 28TH APRIL 2020

CLOSING DATE: FRIDAY, 29TH MAY 2020 AT 1100 HOURS.

BIDDERS TO NOTE:-

- ***All interested bidders with clarification requests to send to email address: procurement@kcaa.or.ke on or before Thursday, 14th May, 2020 at 12.00pm.***
- ***All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.***
- ***The tender opening minutes will be sent to all the participating bidders through their email addresses.***

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Introduction

Kenya Civil Aviation Authority herein referred to as KCAA wishes to invite bids for the **Supply, Delivery, Installation and Commissioning of An Air Traffic Management System at Jomo Kenyatta International Airport.**

SECTION I – INVITATION TO TENDER

DATE OF NOTICE: 28/04/2020

TENDER REF NO.KCAA/057/2019-2020

TENDER NAME: TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN AIR TRAFFIC MANAGEMENT SYSTEM AT JOMO KENYATTA INTERNATIONAL AIRPORT (RE-ADVERTISEMENT).

- 1.1 The Kenya Civil Aviation Authority now invites bids from eligible firms for the **Supply, Delivery, Installation and Commissioning of an Air Traffic Management System at Jomo Kenyatta International Airport (Re-advertisement).**
- 1.2 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** or Public Procurement Information Portal **www.tenders.go.ke** and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to **procurement@kcaa.or.ke**.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (Ksh 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.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or one major easily convertible foreign currency and shall remain valid for a period of 150 days from the Closing date of the tender.
- 1.5 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,
P.O Box 30163-00100, Nairobi**

so as to be received on or before **Friday, 29/05/2020 at 1100 hours.**

- 1.6 Where foreign bidders are not able to submit bids in hard copy due to COVID-19 effects/constraints, they should give unconditional Power of Attorney to a local representative/partner to submit their bids as specified in the tender document.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KCAA Auditorium and various meeting rooms** as it shall be clearly displayed/directed for each tender on the ground floor, Aviation House, JKIA, Nairobi. However, Candidates or their representatives are requested to consider not attending the tender opening as a measure of mitigating COVID-19 and as the tender opening minutes/outcome will be sent to all participating bidders through their email addresses provided in respective bid documents.

**MANAGER PROCUREMENT
For: DIRECTOR GENERAL**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Ksh.1000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

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

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

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

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

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

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

2.9 Tender Form

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.2 the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.1 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 2.2

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13. Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and

services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(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 and form specified in the Appendix to Instructions to Tenderers.

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27.1 or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

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

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **Friday, 29th May 2020 at 1100 hours.**"

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Friday, 29th May 2020 at 1100 hours.**

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

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

2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during

this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.20 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1100 hours on Friday, 29th May 2020** and in the following location.

KCAA Auditorium, on Ground floor, Aviation House, JKIA Nairobi

The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness

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

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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

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

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

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

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

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

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

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of

Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

(c) *Spare parts and after sales service facilities*

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

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

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

2.25 Contacting the Procuring Entity

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

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

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest

evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(c) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

(d) Procuring Entity's Right to accept or Reject any or All Tenders

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of the goods shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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
2.1	The eligible vendor shall Supply, Deliver, Install and Commission an Air Traffic Management System at Jomo Kenyatta International Airport.
2.3.2	The price to be charged for the tender document shall be KES 1,000 and free for downloading from the website.
2.5	All interested bidders with clarification requests to send to email address: procurement@kaa.or.ke on or before Thursday, 14th May, 2020 at 12.00pm. Bidders should NOTE that due to the various measures put in place by the Republic of Kenya to contain the spread of COVID-19 pandemic, there shall be NO pre-bid meeting or site survey. Bidders are encouraged to request all the clarifications through the email address provided herein
2.10	Tender Prices to be given in Kenya Shillings or any other freely convertible foreign currency and should include all taxes (DDP 2010).
2.12	Tenderers Eligibility and Qualifications; A bidder must be a system manufacturer or a consortium of manufacturers.
2.14	Bidders shall provide a tender security of KES.2,500,000/- or equivalent in easily convertible foreign currency based on Central Bank of Kenya prevailing rate during the day of tender opening in form of a banker's cheque, bank guarantee or Insurance Guarantee from a reputable insurance company recognized by PPRA. The tender security should be valid for 150 days from the date of tender opening.
2.15	Validity of Tenders: Tender shall remain valid for a period of 150 days from the date of the tender opening.
2.17	The bidder shall provide two hard copies and a soft copy comprising of: 1 original document in paper format, 1 copy (hard) and 1 soft copy.
2.18	Deadline for Submission of Tenders Closing Date: Friday, 29th May 2020 at 1100 hours. <i>Where Foreign bidders are not able to submit bids in hard copy due to COVID-19 effects/constraints, they should give unconditional Power of Attorney to a local representative/partner to submit their bids as specified in the tender document.</i>
2.18.3	Bulky bidding documents which will not fit in the tender box shall be received and recorded at the Manager Procurement Office, on ground floor, Aviation House, at JKIA Nairobi.
2.20	The bidding documents will be opened in public immediately after the time of closing the tender.
2.22	Evaluation of the tenders shall be done using the criteria set out in the tender document.
2.24	Due diligence: KCAA shall perform a due diligence after Tender evaluation process and before award of tender which may include but not limited to: <ul style="list-style-type: none"> • Interviewing technical staff • Verification of company premises • Visiting referees sites • Verification of performance of the ATM at refereed sites • Demonstration of the proposed system at a site to be agreed
2.27	The successful bidder shall provide a performance security of 10% of the Contract value.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

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

3.12 Prices

3.12.3 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.12.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.12.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.12.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.13 Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the equipment within the 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 equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

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

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

3.20. Language and Law

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

3.21. Force Majeure

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

3.22 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	The eligible vendor shall Supply, Deliver, Install and Commission an Air Traffic Management System at Jomo Kenyatta International Airport
3.7	Bidder to provide a performance security 10% of the Contract price
3.12	Payment will be made within 30 days upon receipt of invoices for every milestone as will be agreed in the contract.
3.13	Price adjustments not allowed
3.20	As per the laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the goods shall be included in the tender documents by the KCAA and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 2.26.

The date or period of delivery should be clearly specified, taking into account the date prescribed herein from which the KCAA's delivery obligations start (notice of award).

SECTION VI – TECHNICAL SPECIFICATION FOR AN AIR TRAFFIC MANAGEMENT SYSTEM AT JOMO KENYATTA INTERNATIONAL AIRPORT.

For the purposes of this tender; ATM System refers to an automated system that enables an air traffic controller assist aircraft to depart from an aerodrome, transit an airspace, land at a destination aerodrome, including air traffic services(ATS), airspace, air traffic flow and capacity management.

The ATM system should provide the following services;

- a. Shall integrate with the following existing services: PSR, MSSR-S, SMGCS, Billing Revenue Management Systems (BRMS) and ADS-B/ADS-C/CPDLC. The vendor shall also integrate data to the existing equipment at Wilson Airport
- b. Should be able to support and integrate with future ATM systems such as MLAT/WAM/, DMAN/AMAN, ATFM, UTM, A-SMGCS among many other ATM systems when they become available.
- c. Ability to support development of airspace designs and reorganizations.

Description of Operational Requirements of the ATM System for JKIA:

The ATM system in JKIA will be equipped with appropriate controller working positions capable of receiving data via fiber and/ or VSAT and inter unit / terminal area connection via AIDC and AMHS.

The ATM system will be implemented in parallel with the current ATM system to avoid flight flow disruption when one system experiences challenges.

The ATM system will comprise of the following configuration;

- i. JKIA Tower:** Two (2) CWPs (Air and ground) each comprising of a planner and executive positions to be located at the JKIA control tower. The ground position shall be integrated with the current Surface Movement Ground Control System (SMGCS). All positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and the console fitted with the existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- ii. Nairobi Approach:** There will be two (2) CWPs (each with Executive and Planner) in the approach control office. The positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- iii. Eastleigh Airport:** There will be one workstation equipped with EFS and surveillance display.
- iv. Wilson Airport:** The vendor shall integrate data to the existing equipment.
- v. Area Control Centre:** The Area Control Center will be comprised of 4 configurable CWPs.

The sectors are divided as follows:

- a) **Area North Sector:** One (1) fully fledged controller working position (CWP) which includes an executive and a planning position. The positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- b) **Area South Sector:** One (1) fully fledged controller working position (CWP) which includes an executive and a planning position. The positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- c) **Flight Information Center:** One (1) fully fledged controller working position (CWP) which includes an executive and a planning position. The positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- d) **Operational Supervisor and Flight Data Operator(FDO) Position:** One (1) fully fledged controller working position (CWP) which includes an executive and a planning position. The positions will be fitted with an EFS, surveillance display and console fitted with existing VCCS HMI. The position should be equipped with a printer for printing operational statistical data.
- e) **Technical monitoring and control position:** To be located in the technical room for maintenance, control, monitoring and manipulation of the entire system. The position should be equipped with a printer for printing system statistical data.
- f) **Monitoring Position:** one workstation equipped with surveillance data and EFS
- g) **SAR position:** One (1) fully fledged controller working position (CWP) which includes an executive and a planning position. The positions will be fitted with an EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI. The EFS will be used primarily with paper strip as backup.
- h) **Replay/Simulator position:** one CWP equipped with surveillance data and EFS, a strip printer, strip rack, surveillance display and console fitted with existing VCCS HMI and capable of playback of recorded data and two (2) pilot positions with VCCS HMI. The simulator should be loaded with appropriate software.

The layout of the Area Control Centre, Approach Control, Equipment (Technical) and Tower Control Rooms are as depicted below:

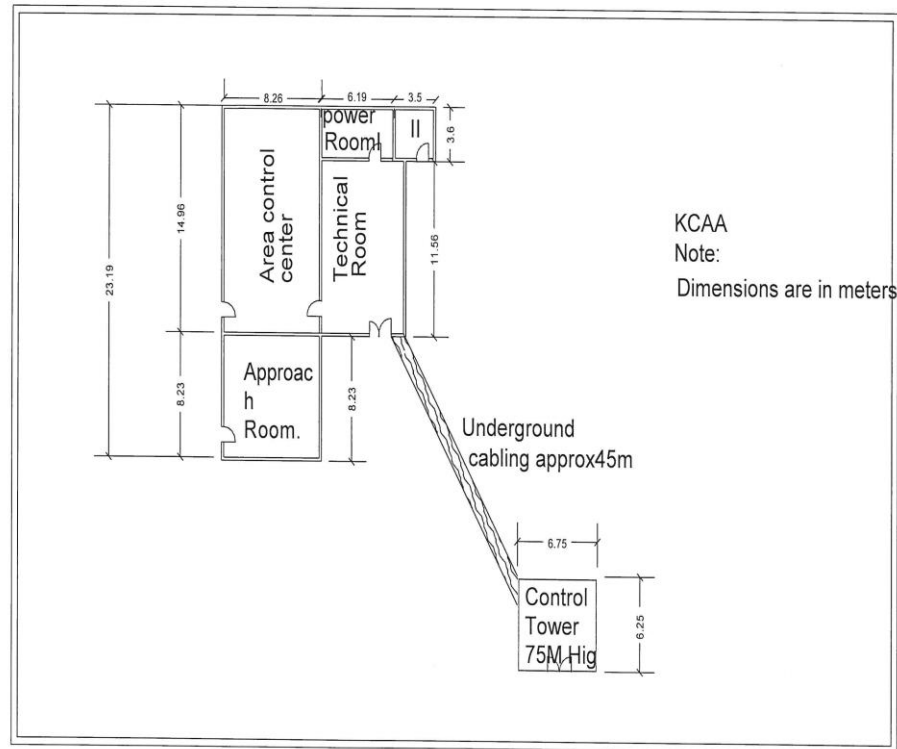

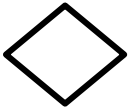








Figure 1 Layout of JKIA ACC, Approach, Equipment and Control Tower Rooms at JKIA

Operational Requirements and Technical Specifications

- i. Shall support and integrate with the following services: PSR, MSSR-S, SMGCS, EFS, SAR, ATS-DS, AIM (FIXM, AIXM5.1), MET (WIXM), AIDC, Billing Revenue Management Systems (BRMS) and ADS-B/ADS-C/CPDLC. The winning bidder shall be provided with ICDs for all the above equipment to be integrated to the ATM system.
- ii. Shall be able to integrate with MLAT/WAM/, DMAN/AMAN, ATFM, UTM, CDM, space-based ADS-B, A-SMGCS etc. when they become available.
- iii. Ability to support development of airspace designs and reorganizations.
- iv. Surveillance sensor integration (ADS-B/C and Radar): The system shall be able to integrate all sensors to the ATM system depicting track symbols as indicated below or any other distinct symbols acceptable by the user;

	Primary Track Symbol
	ADS B Track Symbol
	ADS-C track symbol
	MSSR-S Track symbol
	MSSR combined with PSR Symbol
	MSSR combined with ADS-B Symbol
	Symbols Combined (PSR, MSSR-S, ADS-B)
	Symbols Combined (PSR, MSSR-S, ADS-B and ADS-C)

- v. **Cyber resilience:** The supplied ATM system shall be immune to cyber-attacks by implementing inherent cyber security measures.
- vi. **Statistics:** The system shall be able to automatically generate statistical data required to support ICAO KPI GANP. (Number of aircraft handle per sector, amount of delay per sector based on set KCAA performance target, number of delays per sector, number of TCAS-RA in each sector etc.)

Scope of Supply:

- 1.1.1.1. The scope includes delivery, installation, commissioning and training on the ATM equipment meeting the following requirement:
- 1.1.1.2. Provide the ATM equipment including the ATC consoles and furniture as per the specified requirement.
- 1.1.1.3. All hardware including servers, displays, UPS, etc. supplied shall be able to operate with voltages of 230 +/- 10% V ac, 50+/- 5% Hz. All accessories required for the complete installation of the ATM system shall be supplied as part of the ATM system.
- 1.1.1.4. All the Commercial off the Shelf (CoTS) should meet the international set standards having an MTBF of 25,000 hours or better.
- 1.1.2. Functional Requirements.**
 - 1.1.2.1. Basic Functions.
 - 1.1.3. Surveillance Data processor and display for MSSR Mode-S, PSR, ADS-C and ADS-B.**
 - 1.1.4. Mono Surveillance and multi Surveillance tracking.**
 - 1.1.5. Flight Data Processing System and its integration to an existing Billing Revenue Management System (BRMS).**
 - 1.1.5.1.1. Flight data management and distribution.
 - 1.1.5.1.2. Electronic Flight strip (EFS) and paper flight strips.
 - 1.1.5.1.3. Flight plan statistics for billing management.
 - 1.1.5.1.4. Recording and synchronized replay of data.
 - 1.1.5.1.5. The systems shall be adaptable in order to support flexible configuration of the Kenyan airspace (sectors, parameterisation, sub-system extension, dynamic sectorisation).
 - 1.1.5.1.6. Data preparation tools such as mosaic generation, maps generation, strip generation, Flight data and RPLs preparation, QNH grid preparation, and related tools.
 - 1.1.5.1.7. Technical monitoring and Control.
 - 1.1.5.1.8. Operator interface, monitoring function, system configuration management, control function.
 - 1.1.5.1.9. Air traffic generator, user-friendly graphic interface.
 - 1.1.5.2. SAFETY NETS**
 - 1.1.5.2.1. The scope of supply shall include Safety Nets referred to as:
 - 1.1.5.2.1.1. Short Term Conflict Alert (STCA),
 - 1.1.5.2.1.2. Minimum Safe Altitude Warning (MSAW),
 - 1.1.5.2.1.3. Area Proximity Warning (APW),
 - 1.1.5.2.1.4. Route Adherence Monitoring (RAM),
 - 1.1.5.2.1.5. Cleared Level Adherence Monitoring (CLAM),
 - 1.1.5.2.1.6. Danger Area Infringement Warning (DAIW),
 - 1.1.5.2.1.7. Monitoring Aids (MONA),
 - 1.1.5.2.1.8. Approach Path Monitor (APM),
 - 1.1.5.2.1.9. General Infringement Area (GFA),
 - 1.1.5.2.1.10. Emergency codes annunciation (audio and visual) e.g. RCF, EMG and HIJ)
 - 1.1.5.2.1.11. Reduced Vertical Separation Minima (RVSM) and
 - 1.1.5.2.1.12. Medium Term Conflict Detection (MTCD).

1.1.5.3. **AMHS/AFTN Exchanges**

- 1.1.5.3.1. The New ATM System systems shall be able to automatically transmit and receive ATS AMHS/ AFTN messages from relevant Controller positions (Planning and Flight data operator).
- 1.1.5.3.2. This function shall allow sending ATS AMHS/ AFTN messages as well as free text messages.
- 1.1.5.3.3. Messages shall be sent conforming to ICAO ATS AMHS/ AFTN messages formats as defined in ICAO document 4444 PANS ATM.
- 1.1.5.3.4. The bidder shall describe main features of ATS messages transmission processing, including, but not limited to, human machine interface.
- 1.1.5.3.5. An automatic processing shall make it unnecessary for Controllers to manually fill in ATS messages.
- 1.1.5.3.6. Before sending messages, an automatic processing shall check:
 - The validity of Message Priority (e.g. SS, DD, FF, GG, KK).
 - The validity of the AMHS/AFTN address.
- 1.1.5.3.7. The list of authorized AMHS/AFTN Addresses shall be an adaptable parameter.

1.1.5.4. **Inter Centre/Unit Coordination**

- 1.1.5.4.1. The system shall be able to provide silent coordination.
- 1.1.5.4.2. The ATM System shall be able to interface with adjacent ATS units/ FIRs.
- 1.1.5.4.3. The ATM System shall be able to exchange the inter centre coordination messages via AMHS/ AFTN network or ATS Interfacility Data Communication (AIDC) protocol as appropriate.
- 1.1.5.4.4. As far as practicable all emergency messages, movement and control messages and flight information messages shall be transmitted automatically.
- 1.1.5.4.5. Messages which are not eligible for automatic processing, or which contain formatting errors shall be routed out for manual processing on relevant positions.
- 1.1.5.4.6. The Tenderer shall describe main features of Inter centre coordination processing.
- 1.1.5.4.7. The ATM system shall handle up to 15 ADS-B ground station lines (each line being redundant)
- 1.1.5.4.8. The ATM system shall handle up to 10 MSSR-S radar lines (each line being redundant)

1.1.5.5. **Data Recording and synchronized Replay**

1.1.5.5.1.1. Data recording and synchronized replay shall be part of the ATM System. Appropriate interface to enable synchronisation of voice and data replay shall be provided.

1.1.5.5.1.2. This function shall synchronise any recorded voice and data channel in all CWPs.

1.1.5.5.2. Synchronisation shall apply when normal speed replay is selected.

1.1.5.5.3. Synchronisation shall be maintained during Start, Freeze (Pause) and Resume Replay commands.

1.1.5.6. **Surveillance bypass**

1.1.5.6.1. This feature allows an operator to switch from the normal system track display (integrated) to a local surveillance track display.

1.1.5.6.2. A bypass function shall be provided allowing display of tracks from available sensors.

1.1.5.6.3. Sub-system architecture shall make available by-pass surveillance data at all times.

1.1.5.6.4. The controller working positions shall automatically switch to bypass mode on detection of the non-availability of system tracks.

1.1.5.6.5. By-pass function shall allow displaying multiple or individual sensors simultaneously.

1.1.5.6.6. Switch from/to By-pass mode to normal Mode shall not cause any ambiguity for Controller.

1.1.5.7. **ATM Centre Hardware Configuration**

1.1.5.7.1. ATM equipment will be installed in the existing space provided in the room at JKIA

1.2. TRAINING:

1.2.1. General

- 1.2.1.1. The supplier shall provide a training plan and course syllabus for approval by KCAA covering training for technical and operational staff.
- 1.2.1.2. There shall be a factory training course(s) that will be held before FAT and on-site training for personnel to be conducted on site before SAT.
- 1.2.1.3. The training shall consist of theoretical and practical training and shall be provided in the English language. The instructor should be a subject matter expert and be proficient in the English language. Credentials of the instructor shall be forwarded to KCAA in advance for verification, concurrence and approval.
- 1.2.1.4. The contractor shall provide a training syllabus detailing all the course content which shall be submitted to KCAA for approval four (4) weeks before the commencement of the training.
- 1.2.1.5. The contractor shall issue the trainees with certificates of competence upon successful completion of the training.
- 1.2.1.6. A trainee shall be considered as competent upon passing both practical and theoretical exams.
- 1.2.1.7. After completion of each course the following reports shall be provided to KCAA: each trainee's performance, an attendance report, a summary report for each examination and certificate of competence for each trainee who successfully completed the course.
- 1.2.1.8. For training and FAT at the supplier premises, all training and FAT costs shall include the cost of airfare to and from Nairobi, Kenya (economy class), travel medical insurance and terminal transportation (airport to hotel and return) and Daily Subsistence Allowance (DSA) based on the KCAA standard rate. The supplier shall pay-out said DSA to the KCAA trainees. The KCAA trainees will cater for their cost of accommodation during the training. For the moment, the standard daily DSA rate is USD 400.

1.2.2. Technical Training Plan

- 1.2.2.1. The level of training for technical personnel required should be as comprehensive as possible to allow them resolve faults by following the correct chronology, adequate methods and analysis of the system.
- 1.2.2.2. They should also be able to resolve complex faults and minor modifications under Factory guidance.
- 1.2.2.3. For the ATM System the training should cover the following areas:
 - a) Main principles of ATM system architecture

- b) Approaches to redundancy
- c) Adaptation parameters of ATM system (configuration methodologies)
- d) Hardware of ATM system
- e) Software of ATM system
- f) Software installation and update
- g) Main principles of surveillance
- h) Tracker Algorithms of multi-sensor data processing
- i) Flight data Information
- j) Safety Nets
- k) ATM data presentation at the CWP

1.2.2.4. The number of technical officers and the duration of the training period for each of the equipment is as tabulated below:

No	Activity	Pax/Days
Number of Officers	Factory Training	04
	FAT	02
	Site Training	08
Training Duration (Working Days)	Factory Training	15
	FAT	5
	Site Training	20

1.2.3. Operational Training

1.2.3.1. The contractor shall provide introductory training course to give ATCOs an overall knowledge of the system.

1.2.3.2. The training should at least cover the following areas:

- a) Main principles of ATM system architecture
- b) Adaptation parameters of ATM system (configuration methodologies)
- c) Flight Data Information
- d) Safety Nets
- e) ATM data presentation at the CWP
- f) Simulation.

1.2.3.3. The number of operational officers and the duration of the training period is as tabulated below.

No	Activity	Pax/Days
Number of Officers	Factory Training	04
	FAT	02
	Site Training	10
Training Duration (Working Days)	Factory Training	15
	FAT	5
	Site Training	20

1.3. FACTORY ACCEPTANCE TESTING (FAT)

- 1.3.1.** Factory Acceptance Testing shall be carried out before the contractor ships the system to KCAA premises.
- 1.3.2.** FAT shall be carried out at contractor's premises/factory in the country of origin. The FAT shall be immediately after the factory training.
- 1.3.3.** The contractor shall send the FAT Test Plan, which shall include in part, the tests to be carried out and the method to be used to KCAA 4 weeks in advance for purposes of evaluation. Upon approval, KCAA shall inform the contractor the suitability of the FAT tests in writing. Should problems materialize during the FAT or should the FAT result be deemed unsatisfactory by KCAA, the problems shall be corrected and the status be mutually verified and agreed during SAT.
- 1.3.4.** FAT shall comprise of testing all the components of the system, including all the spare parts. All the tested components shall be recorded prior to shipping to KCAA premises.
- 1.3.5.** The contractor shall issue a FAT Certificate after successful FAT testing, duly signed by both contractor and KCAA.

1.4. SITE ACCEPTANCE TESTS

- 1.4.1.** A Site Acceptance Test shall be carried out on site where the system will be installed.
- 1.4.2.** All components of the system shall be tested during SAT. A Test Record shall be completed. Every recording, listing, print out created during the SAT shall be added to the test report as evidence. Should problems materialize during the SAT or should the SAT result be deemed unsatisfactory by KCAA, the problems shall be corrected and the status be mutually verified and agreed.
- 1.4.3.** The contractor shall submit to KCAA the SAT Test Plan, which shall include in part, the tests to be carried out and the method to be used 2 weeks in advance for purposes of evaluation. Upon approval, KCAA shall inform the contractor the suitability of the SAT tests in writing.
- 1.4.4.** The contractor shall issue a SAT Certificate after successful SAT testing, duly signed by both contractor and KCAA.

1.5. SPARE PARTS

- 1.5.1.** The spares to be supplied shall be of the same quality as the originally installed parts, and equipment.
- 1.5.2.** The spares shall be supplied in their original packaging, duly protected against moisture by dehydrating elements or silicon. Each set of spares shall be labelled with its part number, identification and number of units contained in each package.
- 1.5.3.** The spares shall be tested in factory before shipment on site.
- 1.5.4.** Tenderer shall guarantee the ability to furnish spare parts or to repair the equipment under offer for a period of at least ten (10) years after end of warranty.
- 1.5.5.** The original copy of the commercial software and the original licence shall be supplied.

1.6. DOCUMENTATION

This chapter gives detailed information of the documentation required for, technical system operation, operational use, preventive and corrective maintenance and data sheets of the systems.

- 1.6.1.** The documentation shall:
 - Be written in English language,
 - Present information in a clear and logical manner,
 - Contain drawings,
 - Contain glossaries and abbreviations.
- 1.6.2.** All documentation shall be delivered both in printed form and as computer readable files.
- 1.6.3.** The documentation shall consist at least of the following parts:
 - a. System specifications documentation
 - b. Interface control documentation
 - c. Operator handbook documentation
 - d. Installation documentation
 - e. Maintenance documentation
- 1.6.4.** The documentation shall be separate for each sub component.
- 1.6.5.** The contractor shall supply the documentation per sub component, as follows:
 - 1.6.5.1. Three (3) paper copy set
 - 1.6.5.2. Three (3) electronic copy on CD in commercial format (Word, Excel, PDF etc.)
- 1.6.6.** The Contractor shall provide complete information on the electrical interconnections at the equipment level distribution.
- 1.6.7.** The technical manuals shall cover, as a minimum, the following subjects:
- 1.6.8.** Theory of operation including, block diagrams, schematic drawings.
- 1.6.9.** Installation procedures including all electrical cabling and interconnections.
- 1.6.10.** Maintenance and troubleshooting procedures.
- 1.6.11.** List of spares with part numbers so that future replacement of any particular component can be quickly achieved.
- 1.6.12.** All manuals shall be current editions including any amendment applicable up to date of delivery.

1.7. WARRANTY AND POST WARRANTY

1.7.1. The Warranty Period will be three (3) years after successful commissioning of the system. Commissioning here means putting into operation the entire system at JKIA.

1.7.2. The contractor shall replace or repair any items that fail during the warranty period at no additional cost. All the costs of such components, including transportation, duties and taxes shall be borne by the contractor.

1.7.3. Any item that fails during the warranty period and shipped to the factory shall have a turnaround period of not more than forty-five (45) days.

1.7.4. The contractor shall give a commitment in writing, that all system components (as spare parts) shall be available for 10 years after the end of the warranty period.

1.7.5. The bidders shall provide a proposed service and maintenance agreement for the system with a proposed commencing at the end of the three (3) year warranty period. This maintenance agreement should be for a five (5) years period and should be costed separately as appropriate. This costing shall be considered during the financial evaluation for comparison purposes but shall not be included in the bid price. The quoted maintenance price shall remain firm and fixed for the stated period.

1.8. SCHEDULE OF SUPPLY

List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified.	Delivery Duty Paid(DDP)		
					Earliest Delivery Date (days)	Latest Delivery Date (days)	Bidder's offered Delivery date [to be provided by the Bidder]
1	Complete ATM System for JKIA.	1	Lot	JKIA	120	240	
2	Supply of assorted spares	1	Lot	JKIA	120	240	

OTHER KEY REQUIREMENTS

- The Recorders should have enough capacity to record and save data for a minimum of six months and the system be able to archive data to any external media when required. The storage should be a minimum of 2 Terra Bytes (2 TB). Replay should be done from both the recorders and the archived external media.
- The ATM system should be able to receive and use external time sources. It should synchronize time.
- The ATM system should be able to connect with both serial and IP input sources.
- Technical monitoring and control position should be able to monitor the entire ATM system components i.e. all the positions, servers, all external interfaces, network on real-time basis and display the status. It should have an advanced user-friendly interface.
- The bidder shall include in their proposal evidence of all previously and successfully accomplished integration services undertaken for an ATM System.

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following three stages to evaluate the tender as follows.

- a) Mandatory tender requirements
- b) Technical evaluation on system specifications and the bidder's capacity to deliver the contract
- c) Financial Evaluation.
- d) Due diligence

(a) MANDATORY TENDER 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.

Mandatory requirements

No.	Documents to be submitted
1.	Eligibility: - Bidders and associated firms who have existing ongoing contracts with KCAA which have delayed beyond the original scheduled completion period in the contract or having none performing records or terminated contracts are not eligible to participate.
2.	Project commitment/implementation plan – Bidders MUST attach sample project plan/work program clearly indicating the expected completion date of the project not exceeding 240 days (provide details). Indicate expected completion for each deliverable and give the respective timelines for each.
3.	Provide documentary evidence of the company's registration details /certificate of incorporation
4.	Provide copy of the company Valid Tax Compliance certificate or equivalent country of origin documents
5.	Copy of CR12 certificate or equivalent legal documents that shows the company shareholders
6.	Attach a copy of respective county government business permit (Applicable to Local bidders Only)
7.	Provide a tender Security of KES 4,000,000 in the format indicated in the appendix to instructions to tenderers valid for 180 days from the date of tender opening. The tender security should be in form of banker's cheque from a reputable bank in Kenya or from insurance companies allowed by Public Procurement Regulatory Authority of Kenya.
8.	The bidder shall provide two hard copies marked Original and Copy and a soft copy .
9.	Provide a duly filled and signed Form of Tender
10.	Written power of attorney of the signatory of the tender to commit the tenderer.
11.	Validity of bid tender, for a period of 150 days
12.	Duly signed sworn Anti-corruption affidavit signed by commissioner of oaths or equivalent from the country of origin

No.	Documents to be submitted
13.	<p>Experience</p> <ul style="list-style-type: none"> • The Bidders MUST have previous experience in the supply and installation of Air Traffic Management Systems (for the purposes of this tender ATM System refers to an automated system that enables an air traffic controller assist aircraft to depart from an aerodrome, transit an airspace, land at a destination aerodrome, including air traffic services(ATS), airspace, air traffic flow and capacity management) of at least three projects each of a value of Kshs. 150 million or more within the last ten (10) years as follows: - <ul style="list-style-type: none"> i. At least one project implemented in a country outside the state of manufacture of the ATM system ii. At least one project must be complete and operational iii. At least one the projects should have been implemented within this region iv. At least one must have been commissioned in the last five years or ongoing. v. Evidence of all previously and successfully accomplished integration services undertaken for an ATM System • Provide recommendation letters, Corresponding copies of contracts and Certificate of Completion for completed projects for the above stated projects. The letters must be on the letter heads of the respective client and include names, addresses, email and telephone contacts of the 3 companies who may be contacted for further information on these projects.
14.	<p>Financial Resources The bidders shall submit the latest three years audited financial statements.</p>
15.	Bidders MUST have an annual turnover of at least Kshs 300 million for each of the last three years.
16.	Submit evidence that your firm will be able to raise capital of Kshs 200 Million for the project.
17.	Attach detailed technical brochures for system and all equipment under this project
18.	<p>Spares</p> <ul style="list-style-type: none"> ➤ The supplier shall provide a list of all critical system spares which will be supplied with the equipment to sustain the system during the three year warranty period. ➤ Tenderer shall provide a written commitment to guarantee availability of spare parts or to repair the equipment under offer for a period of at least ten (10) years after end of warranty.
19.	Ensure serialization of all pages of the bid submitted.
20.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
21.	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.
22.	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
23.	Warranty for 3 years upon commissioning
24.	Provide a manufacturer authorization certificate.
25.	The bidders shall provide a proposed service and maintenance agreement for the system with a proposed commencing at the end of the three (3) year warranty period. This maintenance agreement should be for a five (5) years period and should be costed separately as appropriate. This costing shall be considered during the financial evaluation for comparison purposes but shall not be included in the bid price. The quoted maintenance price shall remain firm and fixed for the stated period

b) Technical Evaluation

Bidders will be expected to meet **ALL** the technical requirements as per the technical specifications provided in this tender document for Supply, Delivery, Installation and Commissioning of An Air Traffic Management System at Jomo Kenyatta International Airport. Bidders **MUST** attach all the technical brochures for **ALL** the components of the proposed system, failure to which the bid will be declared non responsive.

Bidders are further advised to attach a compliance checklist for all the specifications for the ATM system.

C) FINANCIAL EVALUATION CRITERIA

Financial evaluation shall be conducted for the bidder who will have passed the mandatory and technical evaluation as outlined in (a) and (b) above.

The financial evaluation will include checking for arithmetic errors where necessary and shall take into account any financial discounts stated in the bid document. The winning bidder will be the lowest evaluated bidder.

(D) DUE DILIGENCE

KCAA shall conduct a due diligence to confirm and verify the qualifications and authenticity of information given of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with Public Procurement and Disposal Act (PPADA) 2015.

SECTION VII - STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the KCAA pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the KCAA in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the KCAA and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

FORM OF TENDER

Date _____

Tender No. KCAA/057/2019-2020

**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 **Supply, Delivery, Installation and Commissioning of an Air Traffic Management System at Jomo Kenyatta International Airport** in conformity with the said tender documents for the sum of
..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to Supply, Delivery, Installation and Commissioning of an Air Traffic Management System at Jomo Kenyatta International Airport for the Authority in accordance with the 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 tenderers, 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

PRICE SCHEDULE FORM

TENDER NUMBER: KCAA/057/2019-2020

TITLE OF TENDER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN AIR TRAFFIC MANAGEMENT SYSTEM AT JOMO KENYATTA INTERNATIONAL AIRPORT.

NAME OF TENDERER: -----

Line Item N°	Description of Goods	Quantity	Physical unit	AMOUNT
1	Supply, delivery, installation and commissioning of an ATM System for JKIA	1	Lot	
TOTAL PRICE OF THE SYSTEM INCLUSIVE OF APPLICABLE TAXES TO BE TRANSFERRED TO FORM OF TENDER				

Notes on the price schedule:

- a) Bidders shall provide a detailed breakdown of all the costs clearly indicating the services and the goods to be provided as per tender document. The cost should include all installation and integration costs separately with the existing services: PSR, MSSR-S, SMGCS, Billing Revenue Management Systems (BRMS), synchronised voice / data replay and ADS-B/ADS-C/CPDLC.*
- b) All prices quoted shall be inclusive of all applicable taxes (DDP 2010). Bidders should confirm with the applicable taxes for their countries. KCAA will not be liable for erroneous tax computation or under provision.*
- c) Bidders MUST provide a detailed price schedule to support the prices above.*
- d) The 3-year warranty cost to be included and indicated separately in the detailed price schedule. The cost of warranty will be paid on prorated basis during the period.*

Authorized Official

Name _____

Signature _____

Date and official stamp

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [name of procurement entity] of[country of Procurement entity](hereinafter called "the KCAA") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the KCAA 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 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 KCAA’s Notification of Award.
3. In consideration of the payments to be made by the KCAA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KCAA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KCAA 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 KCAA)

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

in the presence of_____.

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.

Part 1 General

Business Name

Location of Business Premises

Plot No,..... Street/Road

.....

Postal address Tel No. Fax Email

.....

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers

Branch

	Part 2 (a) – Sole Proprietor
	Your name in full.....Age.....
	Nationality.....Country of Origin.....
	Citizenship details
	Part 2 (b) – Partnership
	Given details of partners as follows
	Name Nationality Citizenship details
	Shares
	1.
	2.
	3.
	Part 2 (c) – Registered Company
	Private or Public:
	State the nominal and issued capital of company
	Nominal Kshs..
	Issued Kshs.....
	Given details of all directors as follows
	Name Nationality Citizenship details
	Shares
	1.
	2.
	3.
	4.
	Date.....Signature of Candidate.....

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 location](hereinafter called "the Bank")are bound unto.....

[name of KCAA](hereinafter called "the KCAA") in the sum of

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

PERFORMANCE SECURITY FORM

To:

[name of the KCAA]

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)

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 KCAA 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 KCAA 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 thereunder or of any of the Contract documents which may be made between the KCAA 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]

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 LAWS OF KENYA

AND

IN THE MATTER OF

THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015

I, holder of Identity card no.....and care of P. O. Box and being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

1. **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.
2. **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.
3. **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.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.

7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.

8. **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 }