



**LEASE OF LAND
FOR THE DEVELOPMENT AND MANAGEMENT OF
A GARDEN RESTAURANT
AT
KISUMU INTERNATIONAL AIRPORT**

TENDER NO: KAA/OT/KIA/0007/2020-2021

JULY 2020

KENYA AIRPORTS AUTHORITY
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SECTION I - INVITATION TO TENDER

Tender Ref KAA/OT/KIA/0007/2020-2021**Date:** 14th July 2020**Tender name** TENDER FOR LEASE OF LAND FOR THE DEVELOPMENT AND MANAGEMENT OF A GARDEN RESTAURANT AT KISUMU INTERNATIONAL AIRPORT

- I.1 KENYAAIRPORTS AUTHORITY, invites sealed tenders from eligible candidates for the **Lease of Land for the Development and Management of a Garden Restaurant at Kisumu International Airport.**
- I.1 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.
- I.2 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/> .
- I.3 Upon accessing the tender documents, interested bidders shall response to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal> . For interested bidders who are not in KAA system and therefore does not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 3 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- I.4 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
- I.5 The tender shall be submitted online on or before **5th August 2020 at 11.00 am**. Late bids shall be rejected.
- I.6 Tenders will be opened online immediately thereafter Kenya Airports Authority Headquarters complex building. Thereafter, the tender register will be emailed to all the bidders who will have participated in the procurement process.

- I.7 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> . All bidders are advised to regularly check the website during the bidding period.
- I.8 The Authority reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.
- I.9 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

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

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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 be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 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 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 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
- 2.2.2 The price to be charged for the tender document shall not be applicable
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Performance security Form
 - (xi) Authorization Form
 - (xii) Declaration form
 - (xiii) Request for Review Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars 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.

2.4 Clarification of tender Documents

- 2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 candidates who have received the tender documents.
- 2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum amendment.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 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.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 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.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price

2.12.3 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 2.12.7

2.12.4 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.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy 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.
- 2.14.2 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.
- 2.14.3 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.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender
- (b) bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE **5th August 2020 at 11.00 am.**

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **5th August, 2020 at 11.00 am.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

2.17.1 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.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **29th July 2020 at 11.00 am** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tender's 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.

- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 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.

- 2.19.2 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.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 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.

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

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

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

- 2.20.5 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 nonconformity.

2.21. Conversion to single currency

- 2.21.1 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.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform 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 on 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.

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

2.22.5 The evaluation committee shall evaluate the tenders within 30days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

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

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's right to accept or reject any or all tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

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

2.27 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 constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.29.3 The contract will be definitive upon its signature by the two parties.
- 2.29.4 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.

2.30 Performance Security

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.
- 2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for letting, leasing, licensing, tenancy, franchise or management contract of a **Garden Restaurant** shall complement, supplement, or amend, the provisions on 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.

2.1.1	Eligibility	<p>This tender is open to all firms with demonstrable capacity to develop, operate and manage a Garden Restaurant (which include: companies, partnerships, proprietary concerns etc.) who are interested in bidding for the Project either individually or as a consortium / joint venture of such firms.</p> <p>Successful tenderers shall be contracted for a term of 15 years on Build Operate and Transfer (BOT) Basis.</p>	<i>Bidders to Comply</i>
2.1.4	Debarment	Bidders shall provide a duly filled self-declaration Form	<i>Bidders to Comply</i>
2.2.2	Cost of Tendering	<p>The tender document can be downloaded at no cost from the company's website https://www.kaa.go.ke/corporate/procurement or the Public Procurement Information Portal (PPIP) (ppip.go.ke)</p>	<i>Bidders to Comply</i>
2.4	Clarification of Tenders	<p>Contact person for any clarification is:-</p> <p>General Manager, Procurement and Logistics 2nd Floor Kenya Airports Authority HQ. Airport North Road, Jomo Kenyatta International Airport P.O. Box 19001-00501 Nairobi, Kenya Telephone: 254-(0)20-6611000</p> <p>Electronic mail address: tenders@kaa.go.ke</p> <p>The Authority will not accept and/or respond to request for clarification from bidders received 3 days before the tender opening.</p>	<i>Bidders to Note</i>
2.7	Documents comprising the tender	<ol style="list-style-type: none"> 1. Form of Tender 2. Confidential Business Questionnaire Form 3. Self-declaration-form 4. Site visit certificate 5. Statement of Financial Compliance 6. Technical Proposal 7. Financial proposal 8. Tender Security from a bank operating in Kenya or insurance firm approved by Public Procurement Regulatory Authority (PPRA) of Kenya Shillings One Hundred Thousand (Ksh100,000/-) for Garden Restaurant furnished in accordance with the Tender requirements. 	

		Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document.	
2.8	Form of Tender	Bidders shall provide a duly filled Form of Tender	<i>Bidders to Comply</i>
2.9	Tender Prices	Bidders to submit duly signed Statement of Financial Compliance Form and the form of tender.	<i>Bidders to Comply</i>
2.11 & 2.22	Tender eligibility and qualifications & Evaluation and comparison of tenders.	<p>The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KAA's satisfaction.</p> <p>The evaluation criteria below will be used to determine the eligibility and qualification of bidders as well as comparison of tenders.</p>	<i>Bidders MUST Comply</i>
2.12	Tender Security	<p>Bidders to provide a Bid security of One Hundred Thousand (Ksh100,000/-) and shall be in form of;</p> <p>a) Cash or banker's cheque, b) A bank guarantee, Such insurance guarantee approved by the Public Procurement Regulatory Authority, tenderer shall submit policy number.</p> <p>The Tender security shall be valid for not be less than one hundred and fifty (150) days from tender opening date.</p> <p>Bidders will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</p>	<i>Bidders to Comply</i>
2.13	Tender Validity	Tenders shall remain valid for 120 days	<i>Bidders to Comply</i>
2.14.1	Format and signing of tenders	<p>Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, click on "Tech Bid" the system will allow you to create a document, Click "create" button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/</p> <p>Completed Tender documents and its attachments shall be submitted online before the closing date 5th August 2020 at 11.00 am</p>	<i>Bidders to Comply</i>

2.16	Deadline and Tender Submission	Tenders shall be received before 5th August 2020 at 11.00 am	<i>Bidders to Comply</i>
2.16.1		The tender document shall be received online and attached to the Cfolder as indicated in clause 2.14.1 above	<i>Bidders to Comply</i>
2.18.1	Opening of Tenders	As in 2.16 above	<i>Bidders to Comply</i>
2.20	Preliminary Examination and Responsiveness	The bids shall be evaluated on their responsiveness to preliminary requirements as set out in the tender document;	
2.25	Award Criteria	The successful bidder shall be one, I. having been responsive to mandatory requirements and II. Technical evaluation, and having the highest proposed concession rate.	<i>Best evaluated bidder shall be awarded.</i>
2.30	Performance security	The Performance Security shall be equivalent to one year concession fee amounting to Kshs.2,000,000/- . This shall be paid by the successful bidder only. The Performance Security shall be in the form of a Bank Guarantee.	

Evaluation Criteria

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

A. MANDATORY REQUIREMENTS

No.	Requirement	Responsiveness or Non-Responsiveness
MRI	All Tenderers shall fill in ALL the Standard Qualification Forms contained in the Tender Document - Section VI i.e. <ul style="list-style-type: none"> Form of Tender, Statement of Financial Compliance Self - declaration Form Confidential Business Questionnaire Tender Security – amount as above Site Visit certificate 	<i>Must meet</i>
MR2	Copy of Registration / Incorporation certificate to show that the applicant is a registered company and legally authorized to do business.	<i>Must meet</i>
MR3	Copy of CR 12. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided.	<i>Must meet</i>

	<p>However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.</p> <p>This requirement is not applicable to sole proprietorships and partnerships registered under Business Names. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status.</p>	
MR4	Copy of a Valid Tax Compliance Certificate.	<i>Must meet</i>
MR5	Copy of current Business Permit	<i>Must meet</i>
MR6	<p>Access to Liquid Assets Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs.5,000,000/-. Evidence in form of either of the following: current bank statement (not later than three months), bank letter of Credit or Overdraft specific to this tender to be provided.</p>	<i>Must meet</i>

NOTE:

Bidders who do not meet any of the above requirements will be disqualified from further evaluation.

(B) TECHNICAL REQUIREMENTS

Having met the mandatory requirements the firms shall be subjected to a technical evaluation based on the criteria below.

ITEM	REQUIREMENT	
I	Experience	<ul style="list-style-type: none"> • Facility development experience; Demonstrate experience in design and construction of similar facility. Firms shall be expected to demonstrate that they or their partners have developed and are operating not less than 2 outlets similar to garden restaurants with sitting capacity of not less than 2000 square feet. • Facility Management experience; Firms to demonstrate experience in management of similar facilities under their management; sites may be visited as part of this evaluation. Not less than 2 outlets of garden restaurants or three star hotels within the past five years (2015 to 2020). <p>Proof of Lease Agreement, Management agreement, JV agreement, Licenses (Single Business Permits), Title OR Ownership document.</p>

2	Design Concept and Fit-out	<p>Having visited the site, bidders will be expected to provide detailed design drawings of the proposed garden restaurant. This design and layouts will be evaluated on appropriateness and to meeting overall expectation. The design will be limited to the space to be allocated.</p> <p>The proposed garden restaurant should have requisite associated amenities to offer a high level of service and hospitality as well as a wide variety of products and services. Bidders shall be required to provide a concept of the proposed development that shall amongst other items indicate the following;</p> <ul style="list-style-type: none"> • An overall conceptual diagram for the garden restaurant to have the following features;- <ol style="list-style-type: none"> 1. Kitchen area – to include the following areas <ul style="list-style-type: none"> • Cleaning/washing Area • Storage area • Food preparation • Cooking area 2. Service area – The service area will be fitted with: <ul style="list-style-type: none"> • A counter for display of products and beverage equipment's. • A cashier point will also be included in the design as well • Indicate the location for fridges. • Mode of serving will be a la carte and take away. 3. Furniture and fittings: Bidders will propose seating arrangement and the type of seats and tables for the seating area by providing drawings. <p style="margin-left: 40px;">Provide:</p> <ol style="list-style-type: none"> i. A combination of normal level and counter/raised seating. ii. A minimum of 10 tables each with Comfortable sitting arrangements (Chairs/Recliners etc.) will be provided iii. a combination of round tables and lounge design 4. Rest Room <ul style="list-style-type: none"> • 3 Ladies • 2 Gents and a urinal <p>Bidders to provide the proposed Standard Operating procedure for the following:</p> <ol style="list-style-type: none"> i. Security ii. Safety iii. environment and waste management
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3	Business Plan	<p>iv. Fire regulations.</p> <p>The Garden Restaurant will be located at the landside adjacent to the car park area (<i>see attached master plan</i>). The restaurant will serve continental and local foods, beverages and desserts to the convenience of passengers and other airport users.</p> <p>Key elements that should be included are:</p> <p>Business concept. Firms to describe the proposed business concept to be implemented, outline its products and service lines. Firms should clearly indicate exactly what will be sold, to whom and why the business will hold a competitive advantage. Submit a sample menu that will serve the varying needs at the Airport such as staff and passengers/visitors.</p> <p>Bidders to provide a Business Plan in a structured format and must contain the following standard contents:</p> <ol style="list-style-type: none"> 1. Title page. 2. Project summary. 3. Operator's description. 4. Service(s) description. 5. Market analysis. 6. Promotion strategy. 7. Production. 8. Personnel plan. 9. Organizational setup and management. 10. Financial plan. 11. Risk analysis. 12. Operational, Health, Sanitation and Performance Standard and Procedure.
3	Personnel	<p>Provide CV and copies of certificates of the following:</p> <ul style="list-style-type: none"> • 1 F&B Manager • 1 Accountant • 1 Cooks • 2 waiters <p>Each of the above roles shall be evaluated as follows;</p> <p>General Qualifications (technical /professional qualifications/certifications)</p> <ul style="list-style-type: none"> • Minimum -Diploma in area of expertise or a related field; <p>Adequacy for the assignment (adequate skills, expertise in similar position, and a Minimum of not less than five (5) years cumulative experience.</p>

4	Financial performance, EPOS and Recording System	<ul style="list-style-type: none"> Bidders shall give details of proposed electronic point of sale system (EPOS). The system will have the capability of linking to KAA SAP system. Bidders to describe method of recording transactions daily / weekly / monthly / annual turnovers.

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

(C) FINANCIAL REQUIREMENTS

C	FINANCIAL REQUIREMENTS: The financial evaluation will comprise		
	Minimum Annual Guaranteed	Payment of a fixed minimum annual guarantee of Kshs. 500,000/= payable quarterly in advance. To be reviewed after one year.	<i>Bidders to sign statement of financial compliance.</i>
	Annual concession fee	<p>Bidders to propose an annual concession rate based on gross turn over (<i>to be captured by EPOS Once installed</i>). However, the proposed rate should not be less than 5%</p> <p>Proposed annual concession rate.....%</p> <p>The concession fees shall be payable quarterly in arrears based on management accounts and reconciled at the end of the financial year based on the audited accounts.</p>	<i>Bidders to sign statement of financial compliance.</i>
	Land rental fee	Payment of a land rental fee at the rate of Kshs.22/- per sq. ft. PA	<i>Bidders to sign statement of financial compliance.</i>

Note:

Due diligence may be carried out on the successful bidder prior to the award. Due diligence will be conducted to confirm and verify the qualification of the tenderer who submitted the best evaluated responsive tender.

Any false information provided will lead to automatic disqualification.

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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor’s performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 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 SCC
- 3.6.2 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.
- 3.6.3 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) A bank guarantee.
 - (c) Such insurance company guarantee approved by the Authority.
 - (d) A letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC
- 3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the even 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract

3.14.2 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.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor 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.

3.18 Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 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 condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	Performance Security shall be equivalent to one year lease / license fees.
3.8.1	Payments shall be made quarterly in advance
314.2	<i>Chartered Institute of Arbitrators, Kenya Branch</i>
3.16.1	<i>Laws of Kenya</i>
3.18.1	Kenya Airports Authority P.O. Box 19001 – 00501 <u>NAIROBI</u>

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

A. BACKGROUND

I. Introduction

Kisumu Airport has undergone tremendous transformation through the development of a new terminal facility, expansion and extension of the runway as well as development of a new apron. This upgrade resulted to a shift of airport operations to the new facility which is designed to offer better service and experience to passengers.

The purpose (or intent) of this tender is to solicit competitively, proposals to establish a license for the development and management of a garden restaurant at Kisumu International Airport for Kenya Airports Authority.

II. Objective:

- a. Provide quality food and beverage to Airport users.
- b. Provide a variety of products that will meet the varied catering needs derived from varied passenger profiles that use the Airport.
- c. Develop a catering facility with the concept of garden restaurant.

B. DESCRIPTION OF SITES

	Service type	Location	Area	License period
Lot I	Garden Restaurant	Landside	Approximately 300m² equivalent to 3229.2 ft²	15 years

C. SCOPE OF WORKS

This will entail the development and management of a garden restaurant. The facility will serve continental and local foods, beverages and desserts. The restaurant will be decorated to suggest a combination of both an indoor and outdoor transit set-up. The restaurant will be developed to cater for travelers, visitors and staff.

D. OTHER CONDITIONS

During the contract implementation period the successful tenderer will observe the following:

I. Service Level Agreement

The operator shall enter into a service level agreement with Kenya Airports Authority. The SLA will focus on the following area;

- Menu to be served
- Quality of service and food

- Pricing
- Safety and health
- Waste management
- Customer complaints
- Hours and mode of operation

2. Layout designs

The proposed designs and layout for the facility must be approved by Kenya Airports Authority before construction commences.

3. Furniture and fittings

It will be the responsibility of the operators to purchase or construct furniture and fittings.

The proposed furniture and fittings before construction or purchase and installation will be approved by the Kenya Airports Authority.

4. Management review

The operators for the facility shall have a bi-annual review meeting to assess performance.

5. Applicable rules and regulations

The firm shall be expected to comply with all applicable Laws related to the services and all pertinent international rules and regulations as well as with all rules, regulations, technical standards & codes, manuals and procedures established from time to time by KAA.

6. Standards

The operators for the various lots must ensure that at all times standards pertaining to an international airport are met and any requirements as may be communicated by the KAA or Port Health are enforced.

SECTION VI - SCHEDULE OF REQUIREMENTS

1. The tenderer shall develop the facility at Kisumu International Airport at their own cost, as per the plans to be submitted to and approved by the Authority.
2. Any additional area created for expansion of facility may be at the discretion of Authority and shall be provided to licensee with their consent on mutually acceptable terms and conditions.
3. All the existing and future rates, taxes (including applicable Service Tax), levies, charges shall be borne and paid by the licensee.
4. Notwithstanding that the licensee shall have developed the said space /premises, these shall be deemed to be public spaces.
5. The licensee shall not erect or put up any flag staff, wireless poles, TV antenna or other structures or installations except with the express permission of the Authority and only in accordance with the conditions and in such manner as the Authority may so direct.
6. The Authority or any of its officers and other persons authorized by the Authority shall have the right, at all reasonable times, to enter upon the said space /premises to view the state and conditions thereof or for the purpose of operating the facility.
7. The licensee shall display the prices of all the articles and shall sell items at prices listed in it menu.
8. In the event of licensee being prohibited from selling one or more articles in the facility because of Laws, Rules, Regulations or Governmental orders, the Authority shall not be liable for any loss suffered by the licensee. In such an event, the licensee shall not be entitled to any reduction in the license fee and royalty and or any other charges payable to the Authority under or as provided in this Agreement and shall not grant permission for sale of additional items.
9. Due to operational necessity and compulsion, the Authority reserves the right to change the location of any or all the areas of the facility any time either before handing over the possession to the licensee.
10. The licensee shall not, without the written consent of the Authority, sub-let or assign or part with the possession of the said space/premises of the facility or any part thereof, nor shall, without such written consent of the Authority as aforesaid, assign or transfer this license or any part thereof.
11. During the currency of this licence, it shall be the responsibility of the licensee to take out and maintain proper policy of insurance covering all risks in respect of or relating to the said space/premises including equipment, furniture, fitting & fixture, installed or put therein, and goods and materials deposited or stored therein.
12. The licensee shall, during the continuance of this licence, insure agent any claims or workmen's compensation or otherwise of all persons employed by it in connection with its business to be carried on, as aforesaid, with such Insurance Company as the Authority shall approve of and shall produce, for inspection of the Authority, all policies in respect thereof and receipts for payment of premium.

13. The Licensee shall make necessary arrangement for keeping away the insects, flies, mosquitoes from the allotted premises and shall be liable to initiate pest control measures as desired by the Authority.
14. The Licensee and the staff employed by them shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from the public about the misbehavior of the Licensee or his/her employees shall be construed as grounds for non-performance.
15. The Licensee shall be responsible to remove the garbage, if any, resulting from the performance of the business and shall dispose off the same at designated areas.
16. As the facility is meant for the passengers, the timings of the facility shall be kept open as per the flight timings.
17. The Licensee, for the convenience of the passengers, may also keep arrangements for payments by the credit/debit cards.
18. The Licensee shall only be permitted to sell the commodities as per category bid for and in case of any dispute regarding grouping of commodities to be sold, the decision of the Authority shall be final and binding on the Licensee.
19. The tenderer is expected to maintain tariff rates comparable to those prevailing in the town/city. Rates list should be submitted to the Authority for record. The rates are to be displayed in the restaurant.
20. The licensee awarded the contract should display his name prominently including franchisees approval (if any) in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however the Authority reserves the right to display advertisement.
21. The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
22. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of the Authority or his representatives.

STATEMENT OF FINANCIAL COMPLIANCE

The successful bidder shall pay the minimum annual guarantee and the proposed Royalty fee as well as all other applicable rates in the manner and periods provided.

	ITEM	REMARKS
1	Minimum annual guarantee	Kshs.500,000/= Payments shall be made quarterly in advance.
2	Annual Concession fees	Bidder's proposed annual concession fees Kshs..... <i>(Terms to be reviewed every five years)</i> Payments shall be made quarterly in arrears.
3	Space fees	Rates of Kshs.22 per sq.ft. PA shall apply for space occupied. Approximate total floor space = 3229.2 ft² Payments shall be quarterly in advance.
	Taxes and Duties	Payable by successful bidder to the relevant Authorities

Name _____

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign BID for and on behalf of _____

Official stamp

FORM OF TENDER

To:

Date

Kenya Airports Authority
P.O. Box 19001 – 00501

NAIROBI

Tender No. KAA/OT/KIA/0007/2020-2021

**Tender Name: Development and Management of a Garden Restaurant at
Kisumu International Airport.**

Gentlemen and/or Ladies:-

4. Having examined the Tender documents including Addenda No. (insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to **Develop and Management a Garden Restaurant** under this tender in conformity with the said Tender document Bidder’s proposed annual concession rate% and to such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
5. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
6. We agree to abide by this Tender for a period of **120 days** from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
8. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2(a), 2(b), or 2(c)
Which ever applies to your type of business

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

Part _____ 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.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
 - (c) Refuses correction of arithmetic errors in the tender.

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

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

[Signature of the Bank]
 (Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB I

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- Etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

**SIGNED
Board Secretary**

**SELF-DECLARATION FORM
ANTI-CORRUPTION DECLARATION**

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

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

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

Name.....Signature.....Date.....
Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name..... Signature.....
Date.....
Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

Name.....Signature.....Date.....
Company Seal/Business Stamp

SITE VISIT CERTIFICATE

This is to certify that I,
(Name of Tenderer or his Representative)

of the firm of
(Name of Firm Tendering) in the company of

.....
(Name of KAA Representative conducting the visit)

visited the site in connection with the tender: **Lease of land for the Development and Management of a Garden Restaurant Kisumu International Airport**

Tender No. KAA/OT/KIA/0007/2020-2021

Having previously studied the Contract Documents, I carefully examined the Sites.

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

I further certify that I am satisfied with the description of the work and the explanations given by the said Representative and I understand perfectly the work to be as specified and implied in the execution of the Contract.

Signed Date

Name

(Tenderer or his Representative)

Signed Date

Name

(KAA Representative Conducting the visit)