



**PROVISION OF MEET AND ASSIST SERVICE, JOMO
KENYATTA INTERNATIONAL AIRPORT.**

TENDER NO: KAA/OT/JKIA/MBD/0022/2020-2021

LOT 1 – Reserved for Special Groups (AGPO, YAGPO AND PWD)

LOT 2 – General Category.

AUGUST, 2020

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

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SECTION I INVITATION TO TENDER

TENDER NO; KAA/OT/JKIA/MBD/0022/2020-2021 DATE: 25th AUGUST, 2020

TENDER NAME: PROVISION OF MEET AND ASSIST SERVICE AT JKIA

- 1.1 The Kenya Airports Authority invites sealed bids for Provision of Meet and Assist Services, JKIA through an open tendering process.
- 1.2 A complete set of Tender documents are available for downloading from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal (www.tenders.go.ke). Upon accessing the tender documents, interested bidders shall respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>
- 1.3 Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than one (1) days before tender closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, Do not click and attach your documents on collaboration folder. click on “Technical 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/>.
- 1.4 The tender shall be submitted online on or before **9th September, 2020 at 11.00 a.m.** Late bids shall be rejected.
- 1.5 Tenders will be opened online immediately at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building.
- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/portal>. All bidders are advised to regularly check the website during the bidding period
- 1.7 Prebid/Site visit will be based on prior booking where bidders will be required to request through the email address, tenders@kaa.go.ke.

- 1.8 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.
- 1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/portal>. You are advised to regularly check the website during the bidding period

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

SECTION II - INSTRUCTIONS TO TENDERERS

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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 exceed N/A
- 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 for 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 **9th September, 2020 at 11.00 a.m.**

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 **9th September, 2020 at 11.00 a.m.**

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 **9thSeptember, 2020 at 11.00 a.m.** 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

(i) 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

(i) 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 30 days 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:-
- (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.

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 for Provision of Meet and Assist Services at Jomo Kenyatta International Airport 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	<p>This tender is open to bidders providing meet and assist/ concierge services in airports</p> <p>The Successful bidders shall be contracted for a term of FIVE (5) years, with a provision for a review of terms at the end of the third (3rd) year based on performance.</p> <p>Bidders shall demonstrate that they have the requisite experience and legal capacity to carry out the service.</p>
2.12.	<p>Tender Security</p> <p>I. Tender security shall be Kshs.100,000.00 of the tender sum. It shall be in any of the following forms: The tender security shall be in any of the following forms:</p> <ul style="list-style-type: none"> ▪ cash or banker’s cheque, or ▪ a bank guarantee, or ▪ guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or ▪ Letter of credit. <p>2. The Tender Security shall be valid for 150 days from the date of tender opening.</p> <p>3. Bidders shall 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>
2.13	Replace words; “sixty (60)” with words “one twenty (120)”

2.14	<p>Format and Signing of Tender</p> <p>The Original tender document shall be scanned and attached/uploaded online under Technical response on C folder under technical Rfx Response.</p>
2.15	<p>Sealing and Marking of Tenders</p> <p>The tender shall be submitted online. Completed Tender documents and its attachments shall be submitted online before the closing date. All the relevant submission documents must be attached on the login screen (Technical response on C folder under technical Rfx Response and financial response on price submission screen)</p>
2.15.2, 2.16.1, 2.18.1	The tender documents and attachments to be opened online
2.4	<p>The address for the purpose of clarification of tender document is as follows:</p> <p>General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: tenders@kaa.go.ke</p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.</p>
2.7.1	<p>Documents comprising the tender</p> <ol style="list-style-type: none"> 1. Form of Tender 2. Confidential Business Questionnaire Form 3. Self-declaration-form 4. Statement of Financial Compliance 5. Technical Proposal 6. Financial proposal 7. Tender Security in the form of a duly filled Tender Securing Declaration Form in the format provided in the tender document. <p>Any information or other materials required to be completed</p>

	and submitted by Tenderers as specified in the Tender Document.
2.8	Form of tender Bidders shall provide a duly filled Form of Tender
2.9	Tender Price Bidders to submit duly signed Statement of Financial Compliance Form
2.11 and 2.22	Tender eligibility, qualifications, Evaluation, and comparison of tenders. The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KAA's satisfaction. The evaluation criteria below will be used to determine the eligibility and qualification of bidders as well as comparison of tenders.
2.27	Award Criteria The successful bidder shall be one, i. having been responsive to mandatory requirements and technical requirements iii. having the highest proposed concession rate and shall be informed through a " Notification of Intention to enter into a Contract. "
2.30.1	The Performance Security shall be equivalent to one-quarter licence fee amounting to Kshs. 250,000.00 or equivalent tender price as quoted by the bidder. This shall be paid by the successful bidders only. The Performance Security shall be in the form of a Bank Guarantee or Cash.

A. MANDATORY REQUIREMENTS

LOT 1: MANDATORY REQUIREMENTS FOR FIRMS UNDE AGPO CATEGORIES

No.	Requirement	Responsiveness or Non-Responsiveness
1	<p>All Tenderers shall fill in ALL the Standard Qualification Forms contained in the Tender Document - Section VI i.e.</p> <ul style="list-style-type: none"> • Form of Tender, • Statement of Financial Compliance • Self - declaration Form • Confidential Business Questionnaire • Tender Securing Declaration Form- For AGPO 	<i>Must meet</i>
2	Copy of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business	<i>Must meet</i>
3	Copy of valid Tax Compliance Certificate	<i>Must meet</i>
4	Valid business permit for 2020	
5	<p>Copy of CR12 and copies of Identification Cards of the list of Directors of the firm.</p> <p>Provide copy of CR12 providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.</p>	<i>Must meet</i>
6	Attach a valid AGPO/YAGPO certificate from National Treasury for enterprises registered under the preferences and reservation Scheme- Youth Group, Women Group or People Living With Disability Group Category.	<i>Must meet</i>
7	<p>Access to Liquid Assets Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs.5,000,000/-.</p> <p>Evidence by current bank letter of Credit specific to this tender, cash</p>	<i>Must meet</i>

	in hand demonstrated through a three calendar months bank statements issued over the last three months or bank overdraft facilities of the equivalent amount.	
8	<p>Relevant Experience Firms MUST demonstrate AT LEAST 5 YEARS relevant experience in the provision of Meet and Assist services by indicating complete current business address, size of fleet and contracts.</p> <p><i>(provide documentary evidence in the form of contracts, leases and licenses and also contact details)</i></p>	<i>Must meet</i>
9.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath.	<i>Must meet</i>

NOTE:

FAILURE TO SUBMIT ANY OF THE ABOVE LISTED REQUIREMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION

LOT 2 : MANDATORY REQUIREMENTS FOR FIRMS UNDER GENERAL CATEGORY

No.	Requirement	Responsiveness or Non-Responsiveness
1	<p>All Tenderers shall fill in ALL the Standard Qualification Forms contained in the Tender Document - Section VI i.e.</p> <ul style="list-style-type: none"> • Form of Tender, • Statement of Financial Compliance • Self - declaration Form • Confidential Business Questionnaire • Tender Security 	<i>Must meet</i>
2	Copy of the Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business	<i>Must meet</i>
3	Tender security shall be of Kshs.100,000.00 valid for a period of 150 days from the date of tender opening.	
4	Copy of valid Tax Compliance Certificate	<i>Must meet</i>
5	Valid business permit for 2020	
6	Copy of CR12 and copies of Identification Cards of the list of Directors of the firm.	<i>Must meet</i>

	Provide copy of CR12 providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.	
8	Access to Liquid Assets Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs.5,000,000/- . Evidence by current bank letter of Credit specific to this tender, cash in hand demonstrated through a three calendar months bank statements issued over the last three months or bank overdraft facilities of the equivalent amount.	Must meet
9	Relevant Experience Firms MUST demonstrate AT LEAST 5 YEARS relevant experience in the provision of Meet and Assist services by indicating complete current business address, size of fleet and contracts. (<i>provide documentary evidence in the form of contracts, leases and licenses and also contact details</i>).	Must meet
10.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath.	Must meet

NOTE:

FAILURE TO SUBMIT ANY OF THE ABOVE LISTED REQUIREMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION

(B) TECHNICAL REQUIREMENTS

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

	ITEM	REQUIREMENTS	MUST MEET
I.	Experience:	A. Meet and Assist experience; Minimum No. of 2 meet and assist contracts under bidders management – contracts should be between 2015 to 2020	MUST MEET

		Demonstrate experience and attach proof – valid agreements	
	<ul style="list-style-type: none"> • Fleet – indicate number and type of vehicles for this airport service 	<ul style="list-style-type: none"> • Executive – minimum Limosine for VIP transfers Indicate size of fleet • Standard – minimum Alphard or approved equivalent 	
3.	Concept	<p>Detailed concept illustrating the below must be attached</p> <ul style="list-style-type: none"> • The bidder should have requisite tools for provision of the service like vehicles, website, • Marketing Promotional tools to be used for awareness creation • Product categories that will be on offer and target audience <ul style="list-style-type: none"> ○ Standard service ○ Premium service ○ Language barrier assistance e.t.c • Proposed pricing for the various products • Bidders shall be required to provide a detailed concept for the meet and assist service; <p>Key elements that should be included are:</p> <p>Business concept.</p> <p>Firms to describe the proposed business concept to be implemented, outline it's full service/ product offering that will bring out its competitive advantage.</p> <p>Firms should clearly indicate the target market segments for their services. The detailed price schedule for the various categories of services must be clearly outlined.</p> <p>Bidders to provide a Business Plan in a structured format and must contain the following standard contents:</p>	MUST MEET

		<ol style="list-style-type: none"> 1. Title page. 2. Project summary 4. Service(s) description. 5. Market analysis. 6. Promotion strategy. 7. Personnel plan/ duty Rota. 8. Organizational setup and management. 9. 5 year financial plan. 10. Risk analysis. 11. Operational, Health, Sanitation and Performance Standard and Procedure. 	
4.	Rate card	Attach rate card for all the service categories to be offered	
5.	Standard operating procedures	<p>Bidders to provide the proposed Standard Operating procedure for the following:</p> <ul style="list-style-type: none"> - Operational plan - Security - Safety <p>The above should be in line with laid down airport safety and security regulations</p>	MUST MEET
6.	Personnel	<p>Qualifications and technical experience of personnel to manage and execute the contract. Bidders shall submit the following documents which shall be used to evaluate:</p> <ul style="list-style-type: none"> • Copies of academic certificates • Copies of professional certificates • Curriculum vitae signed by the nominee • A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and must be specific to this tender. • Bidders should submit Organizational Structure detailing the positions and the names of the following nominees: 	MUST MEET

		<ul style="list-style-type: none"> • 1 Manager, minimum relevant Degree in Hospitality Management, Business Administration or in a related field and at least five years' experience in similar positions; • 1 Accountant , minimum relevant degree or in related field and at least three years' experience in similar positions; • 2 Supervisors, minimum relevant diploma or in related field and at least three years' experience in similar positions; • 4 Facilitators, minimum relevant diploma in customer service or in related field and at least three years' experience in similar positions; • Minimum 3 Drivers with a minimum of Form 4 Certificates and relevant PSV Licenses. <p>Certificate of good conduct for all employees will be required at the time of contract execution.</p>	
7.	Implementation period	<p>Bidder to submit implementation plan from time of contract signing to operationalization of meet and assist service.</p> <p>This must not exceed 4 weeks</p>	MUST MEET

(C) FINANCIAL REQUIREMENTS

	The financial evaluation will comprise		
Annual concession fee	<p>Payment of a fixed concession rate of 8% based on gross turnover or minimum 5USD per pax whichever is higher.</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>	
Minimum Annual Guaranteed Rental fee	<p>Bidders to propose an annual guarantee based on their projections. Minimum guarantee should not be less than Ksh. 2,000,000.00</p> <p>Proposed minimum annual guarantee Ksh.</p> <p>The minimum guarantee shall be payable quarterly in advance.</p>	<i>Bidders to sign statement of financial compliance.</i>	

(Incomplete proposals shall be considered as non-responsive. The tender shall be awarded to the highest financial bidder in the respective category).

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 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 exceeds 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

- 3.18.1 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.
- 3.18.2 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	The amount and format of performance security shall be as indicated in the Appendix to Instruction to Tenderers
3.8.1	<i>All payments (rent and minimum guarantee) will be made quarterly in advance Proposed concession will be payable in arrears</i>
3.14.2	Resolutions of disputes: In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.16.1	The applicable law is the Laws of the Republic of Kenya.
3.18.1	Address of procuring entity is: Kenya Airports Authority, Kenya Airports Authority Headquarters, Airport North Road, P. O. Box 19001 – 00501 NAIROBI-KENYA, Tel: +254 20 6611000 Fax: +254 20 822078 E-mail: tenders@kaa.go.ke Website: www.kaa.go.ke
	Any changes in the rate card must be communicated to the Airport Authority before being implemented. The rate card will be published

SECTION V - SCHEDULE OF REQUIREMENTS

I. BACKGROUND

Jomo Kenyatta International Airport (JKIA) is the largest International Airport in Kenya operated and managed by The Kenya Airports Authority. The airport is located 18KM away from Nairobi City. The airport currently handles over **8 million passengers annually**.

PURPOSE OF THIS TENDER

The purpose of this tender is to solicit competitively, proposals to provide MEET AND ASSIST services at JKIA. At the moment,

- VIPs and CIPs at JKIA do not enjoy a seamless arrival and departure process. This is partly because JKIA does not have a proper meet and assist service and therefore individual operators have taken advantage of the gap and are offering below standard services.
- There is demand for this service considering the growing number of applications for airport by individuals/ companies that want to facilitate particularly the CIPs.
- It is best practice in other airports worldwide to have a recognized meet and assist service providers

2. OBJECTIVE OF TENDER

- a. Provide quality seamless MEET AND ASSIST service to our customers
- b. Generate non-aeronautical revenue for the Authority
- c. Uplift the image of the airport and improve facilitation for various airport users

3. SCOPE

This will entail the provision of MEET AND ASSIST services to both domestic and international passengers.

I. Meet and Assist - Standard (Arrival, Departure and Transit):

Includes reception from the aircraft all through immigration, customs and baggage collection, till exit.

On Arrival:

- A warm welcome and escort on arrival at the air bridge until outside the terminal.

- Fast track service through all arrival formalities (Immigration, passport control and customs clearance)

- Assistance with baggage collection.
- Escort passengers to the receiving party in the arrivals area.

On Departure:

- Personalized escort from the departure area.
- Fast track through check in, immigration, passport control formalities.
- Escort up to the departure gate.

On Transfer:

- A warm welcome upon arrival and personalized escort from arrival gate.
- Assistance through Transfer Desk and check in formalities.
- Transfer between the Terminals if needed.
- Passengers are escorted to the departure boarding gate.

2. Meet and Assist - Premium Service (Arrival, Departure and Transit):

For our special guests who like to be looked after, they will be escorted right from disembarking the aircraft through immigration and customs straight into one of the Lounges where you will enjoy VIP treatment.

On Arrival:

- Greet you upon disembarking from the plane (Optional)*
- Personalized escort by from the arrival gate
- Access to one of the Lounges where facilities such as refreshments, WIFI, newspapers, etc. are available until all formalities are completed (Optional)*
- Check and, if necessary, complete your entry documents
- The agent will finalize all arrival formalities (Immigration, passport control and customs clearance)

- Assistance with baggage collection
- Escort passengers from the Lounge to receiving party in arrival area

On Departure:

- Personalized escort from arriving at the airport until the boarding gate.
- Access to one of the Lounges where facilities such as refreshments, WIFI, newspapers, etc. are available while the passenger awaits his/her flight.
- The agent will finalize all departure & immigration formalities.
- Escort passenger from the Lounge to the departure gate, closer to flight time.

On Transfer:

- A warm welcome upon arrival and personalized escort from arrival gate.
- Assistance through Transfer Desk and check in formalities.
- Transfer between the Terminals if needed.
- Escort to the Lounge where passengers can relax with facilities such as refreshments, WIFI, newspapers, etc.
- Passengers are escorted to the departure boarding gate.

4. Language barrier assistance

3. Lounge Services:

Exquisitely furnished and equipped with modern technology,

- Open 24 hours a day

- Manned by specially-trained hosts and hostesses
- Business Centre equipped with PCs, outlets for personal laptops, etc.
- Free WIFI
- Variety of hot and cold meals providing an array of choice between Arabic and International menus plus refreshments and unlimited supply of hot and cold beverages
- A range of reading material as well as choice of television programs on our plasma screen

4. Floral Services: Optional

Special arrangements for flower deliveries

5. Limousine Services: Optional

6. Baggage Delivery / Storage:

A service especially when you don't want to have to deal with the hassles of carrying bags around.

4. 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;

- Services offered
- Quality of service
- Pricing
- Safety and health
- Waste management
- Customer complaints
- Hours and mode of operation
- Payments
- Branding

2. Uniforms

The proposed staff uniforms must be approved by the Authority

3. Management review

The service provider shall have a bi-annual review meeting to assess performance.

4. 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.

5. 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 are enforced.

6. OTHER REQUIREMENTS

1. The tenderer shall provide all the necessary amenities needed for this service at their cost
2. Any area required for provision of the service shall 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 services as necessary
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 service provision

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 service is meant for the passengers, the timings of the service provision 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/ mobile payment.
18. The Licensee shall only be permitted to sell their services 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. Rates list should be submitted to the Authority for record.
20. 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 service 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.

Note:

Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period.

SECTION VI - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Statement of Financial Compliance** - The form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Debarment Declaration Form** – This form must be completed by tenderer and submitted with the tender documents
6. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **Performance security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

Form of Tender

To: _____ Date _____
Name and address of procuring entity _____
Tender No. **KA/OT/JKIA/MBD/0022/2020-2021**
Tender Name _____

Gentlemen and/or Ladies:-

3. Having examined the Tender documents including Addenda No. (insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document 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.
4. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
5. 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.
6. 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.
7. 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 _____

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	Annual concession fee	<p>Payment of a fixed concession rate of 8% based on gross turnover OR 5USD whichever is higher.</p> <p>The concession fees shall be payable quarterly in arrears based on monthly passenger reports, management accounts and reconciled at the end of the financial year based on the audited accounts. <i>Payments shall be made quarterly in arrears</i></p>
2	Minimum Annual Guarantee	<p>Bidder's proposed minimum annual guarantee. Should not be less than Ksh. 2,000,000.00</p> <p>Ksh..... <i>(Terms to be reviewed every three years)</i></p> <p>The minimum guarantee shall be payable quarterly in advance.</p>
3	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

i. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2020 between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for Car Parking Services and has accepted a tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

ii. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2(a), 2(b), or 2(c)
Whichever 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 bankersBranch

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
.....

iii. 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 _____
_____ 20 _____

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)

iv. PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [Name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
_____ [Reference number of the contract] dated _____ 2020 _____
_____ to supply
[Description of materials and spares] (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 a 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 of 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 _____ 2020

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

v. SELF-DECLARATION FORM – ANTI CORRUPTION FORM

ANTI-CORRUPTION DECLARATION

I/We (*insert the name of the company / supplier*) ----- declare and guarantee 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.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

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

NameSignature.....Date

Company Seal / Business Stamp

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [Name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
_____ [Reference number of the contract] dated _____ 20 _____
_____ to supply
[Description of materials and spares] (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 a 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 of 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS

[Name of the principal]

who are established and reputation dealers in [Type of business]

having registered offices at [Address of principal]

do hereby authorizing [Name and address of tenderer] to submit a tender, [reference of the tender] for the stated (particulars of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

**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

REQUEST FOR REVIEW FORM

FORM RB I

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

APPLICATION NO.....OF.....2020

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/2020

---/end
