



**PROVISION OF CLEANING SERVICES AT KISUMU
INTERNATIONAL AIRPORT**

TENDER NO. KAA/OT/KIA/0082/2020-2021

**(Eligibility is reserved for Duly Registered Youth, Women Enterprise &
Persons Living with Disability (PWD's))**

MARCH 2021

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SECTION I INVITATION TO TENDER

TENDER NO: **CAA/OT/KIA/0082/2020-2021**

DATE: **16th March 2021**

TENDER NAME: **PROVISION OF CLEANING SERVICES AT KISUMU INTERNATIONAL AIRPORT**

(Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD's))

- I.1 Kenya Airports Authority invites interested tenderers who are **Duly Registered under Youth, Women & People with Disability Owned Enterprises** to submit sealed bid **online** for the **Provision of Cleaning Services at Kisumu International Airport**
- I.2 I. 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. 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 1 day 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. Do not click and attach your documents on collaboration folder. 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 **6th April 2021 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 There shall be a site visit which will be based on prior booking and bidders will be required to request through the email address, tenders@kaa.go.ke .
- I.9 The Authority reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.
- I.10 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**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Kenya Airports Authority's employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Airports Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Airports Authority, 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 Kenya Airports Authority 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 document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Self-Declaration Form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Kenya Airports Authority in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Kenya Airports Authority 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 Kenya Airports Authority. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2 The Kenya Airports Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

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

2.5.2 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 Kenya Airports Authority, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

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 Kenya Airports Authority, 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

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the Kenya Airports Authority within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Airports Authority'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 Invitation to tender.

2.12.2 The tender security shall be **a duly filled Tender Securing Declaration Form**

2.12.2 The tender security is required to protect the Kenya Airports Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Airports Authority as non-responsive, pursuant to paragraph 2.20.

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Airports Authority.

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Airports Authority on the Tender Form;

or

- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1** Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Airports Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Airports Authority as non-responsive.
- 2.13.2** In exceptional circumstances, the Kenya Airports Authority 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1** The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2** 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 unamended 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 each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - (a) be addressed to the Kenya Airports Authority 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 **6th April 2021 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 Kenya Airports Authority 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 Kenya Airports Authority at the address specified under paragraph 2.15.2 not later than **6th April 2021 at 11.00 am**

2.16.2 The Kenya Airports Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Airports Authority 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 Kenya Airports Authority 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 tender’s is received by the Kenya Airports Authority prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya Airports Authority 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.

2.18 Opening of Tenders

2.18.1 The Kenya Airports Authority will open all tenders in the presence of tenderers' representatives who choose to attend on **6th April 2021 at 11.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Kenya Airports Authority will prepare minutes of the tender opening, which will be submitted to the 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 Kenya Airports Authority 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Kenya Airports Authority in the Kenya Airports Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Kenya Airports Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Kenya Airports Authority may waive any minor informality or nonconformity 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 23, the Kenya Airports Authority 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 Kenya Airports Authority'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 Kenya Airports Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Kenya Airports Authority 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 Kenya Airports Authority will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Kenya Airports Authority'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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Kenya Airports Authority requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the Kenya Airports Authority'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 a 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 Kenya Airports Authority may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

2.23 Contacting the Kenya Airports Authority

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya Airports Authority 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 Kenya Airports Authority 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 In the absence of pre-qualification, the Kenya Airports Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, as well as such other information as the Kenya Airports Authority 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 Kenya Airports Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 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.

2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 **Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify 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 other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 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.

2.26.2 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.

2.26.3 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.

2.27 **Performance Security**

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

2.27.2 Failure of 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 or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 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.

2.28.2 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;

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Clause Reference

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	All eligible bidder as provided in the Invitation to Tender.
2.4.2	<p>Address for clarification:</p> <p>General Manager (Procurement and Logistics), P.O. Box 19001 - 00501 Nairobi Kenya Email: tenders@kaa.go.ke Telephone: +254 (0)20 661 1000</p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders.</p>
2.12	Bidders to provide a Tender Security of a duly filled and signed Tender Securing Declaration Form.
2,14 & 2.15	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). Do not attach your tender documents and attachments in the Collaboration folder under technical Rfx Response

EVALUATION CRITERIA

Tender evaluation shall be in three stages as follows:

- a) Preliminary Evaluation requirements (Mandatory)
- b) Technical Evaluation
- c) Financial Evaluation

MANDATORY EVALUATION CRITERIA

No	Requirement	Compliance
1.	Attach copy of Registration of Business/Certificate of Incorporation	Must meet
2.	Duly filled Confidential Business Questionnaire	Must meet
3.	Valid Tax Compliance Certificate	Must meet
4.	Duly filled site visit certificate- The site visit will be based on prior booking where bidders will be required to request through the email address, tenders@kaa.go.ke	Must meet
5.	Duly filled and signed Self-declaration form	Must meet
6.	Duly filled, signed and stamped Form of Tender.	Must meet
7.	The service provider to indicate the minimum monthly wage rate inclusive of house allowance to pay each of the Two categories of staff as per the latest Government Gazette notice on minimum wage rates.	Must meet
8.	A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for these are Payment of salaries in time- there should be no complaints from your staff of delayed salaries.	Must meet
9.	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. 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.	Must meet
10.	Copy of valid Business Permit for year 2021	Must meet
11.	Bidders to serialize their bidding documents from the first to the last page including all the attachments	Must meet
12.	Provide Current Compliance Certificate from National Social Security Fund and payment remittance advises for the months December 2020, January, 2021 and February 2021	Must meet
13.	Provide Current Compliance Certificate from National Hospital Insurance Fund and payment remittance advise for the months December 2020, January, 2021 and February 2021.	Must meet

14.	Provide a letter from the Ministry of Labour on compliance of meeting the minimum wages	Must meet
15.	Have you been a service provider to Kenya Airports Authority within the last three years- Yes or No? Bidders whose contracts have been terminated by Kenya Airports Authority within the last three years due to poor performance or have been given a rating of poor performance in three consecutive performance reviews periods shall be disqualified at the preliminary stage irrespective of whether they have qualified or not;	Must meet
16.	Provide copies of staff payrolls for the months of December 2020, January 2021 and February 2021 duly certified by your bank confirming that salaries were remitted through the bank.	Must meet
17.	Provide copies of proof of current and valid Work Injury Benefits Insurance Cover	Must Meet
18.	Bidders to provide a written undertaking that they shall only use duly approved materials by Kenya Bureau of Standards for the following consumable materials:- <ol style="list-style-type: none"> 1. 1 White Jumbo Toilet Paper 200M 2. 1 Hand Paper Towel 3. 1 Automatic Air Freshener 4. 1 Foam Hand Wash Soap 5. 1 White Disposable Toilet Seat Cover 6. 1 Piece of Toilet Seat Cover Sanitizer 1L N/B: The successful bidder shall be required to submit the samples prior to commencement of services	Must Meet
19.	Attach a current and valid AGPO/YAGPO Certificate from National Treasury for Enterprise Registered under the preferences and reservation regulations 2013 - Registered Youth Group, Women Group or People Living with Disability Group Category	Must meet
20.	Provide proof of existing account with a Bank or Financial Institution where the mandatory signatory is the youth, woman of person living with disability.	Must Meet
21.	Duly Filled Tender Securing Form	Must Meet

TECHNICAL REQUIREMENTS

Evaluation Matrix

No	Requirement	Aspect	Compliance
1	Proof of experience in two (2) similar service in type and complexity undertaken as the principal service provider within the last three (3) years (minimum 2 No) with an average value of not less than Kenya shillings one (1) million per annum; names and location of clients who may be contacted for clarification (Proof to be in a form of LPO or contract agreements).	Proof to be in form of LPO or contract agreements.	Must meet
2	Two (2) Trained and qualified housekeeping Supervisors with a minimum Diploma or a Degree in any discipline.	Academic Certificate	Must meet
	The Housekeeping Supervisors must have a minimum of six (6) months experience (Copies of Certificate and recommendation letters from the previous/current employer must be provided)	Experience six (6) months)	Must meet
3	Bidders shall submit the following documents which shall be used to evaluate the above proposed supervisors: <ul style="list-style-type: none"> • Certified copies of academic certificates; • Certified copies of professional certificates; • Curriculum vitae signed by the nominee; • Recommendation letter from current or previous employer; • A written undertaking signed by the nominee confirming 	Must meet	Must meet

No	Requirement	Aspect	Compliance
	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.		
4	Provide a Work Plan/Schedule for not less than 12 hours, this shall include: (i) Housekeeping safety procedures. (ii) Cleaning schedule per week	Provide a template of each (not more than a page)	Must meet
5	Housekeeping Safety procedures 1. Correct use of Caution Signs, 2. Correct use of PPEs, (Reflective jackets, Safety Boots, Nose masks, Rain Coats) 3. Working at heights (safety harness and scaffolding) 4. Safety Cleaning Procedures(use of correct Detergents, Chemicals, Polishes)	A write – up of not less than a page	Must meet
6	Toilet /General area checklist (In form of a table)	A Write – Up of not less than a page	Must meet
7	Cleaning Schedule (this shall include but not limited to area, timings, Daily, Weekly, Monthly or Quarterly	Daily/Weekly/Monthly Duties	Must meet
8	Type of Cleaning Detergents to be used Including: - Disinfectants, Multipurpose soap, Stain removers, Toilet cleaner, degreasers, window cleaners and polishes and any other required in the course of the execution of the contract	Provide List in Form of a Table	Must meet
9	Average annual turnover of not less than Kshs.2 million per annum for the last three years as demonstrated by the submitted Audited Accounts for	Provide audited accounts	Must meet

No	Requirement	Aspect	Compliance
	the years (2016, 2017 and 2018) or (2017, 2018 and 2019)		
10	<p>Copies of the following documents as proof of access to liquid assets of not less than Kenya Shillings Five hundred thousand or capacity to have a minimum cash flow of Kenya Shillings Five hundred thousand. This shall be evidenced by:</p> <p>a) Letter of intent to grant a line of credit addressed to the Managing Director Kenya Airports Authority (specific to this tender) from an approved financial institution indicating that the institution will provide the bidder with a line of credit should the bidder be successful or</p> <p>b) Overdraft facility from a commercial bank specifically for this tender indicating the amount to be availed or</p> <p>c) Current bank statement for the last three calendar months- December 2020, January, 2021 and February 2021 with an average cash flow of Kenya Shillings five hundred thousand or</p> <p>d) A combination of any of the above.</p>	Must be provided	Must meet

NB: bidders who do not provide any of the above requirements will be disqualified and shall not be evaluated further.

Bidders are hereby notified that due diligence may be carried out on the information provided by the bidder which includes but not limited to references provided, bank references, Kenya Revenue Authority or any other information provided by the bidder in the tender. Any false information provided will lead to automatic disqualification.

FINANCIAL EVALUATION

The tenderer/bidder among the qualified (responsive as per evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening will be recommended for award subject to due diligence.

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

Pre-Tender Meeting/Site Visit

There shall be a site visit which will be based on prior booking and bidders will be required to request through the email address, tenders@kaa.go.ke

A certificate of site visit (attached at the end of this document) will be signed after the visit. Those attending the site visit shall be the Operations Managers or equivalent of the bidding Companies and should carry valid Identification Documents (National Identity Card/Passport) for security screening and also have comfortable walking shoes and reflective jackets.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Kenya Airports Authority and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Airports Authority under the Contract.
- d) “The Kenya Airports Authority” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “**Days**” means calendar days;

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Patent Right’s

The tenderer shall indemnify the Kenya Airports Authority 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.

3.5 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the

successful tenderer shall furnish to the Kenya Airports Authority the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.1 The proceeds of the performance security shall be payable to the Kenya Airports Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.2 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya Airports Authority 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.

3.5.3 The performance security will be discharged by the Kenya Airports Authority and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Kenya Airports Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Airports Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Airports Authority.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Airports Authority may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Airports Authority.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the Kenya Airports Authority'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 amendment signed by the parties

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Kenya Airports Authority's prior written consent.

3.10 Termination for Default

3.10.1 The Kenya Airports Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

3.10.2 In the event the Kenya Airports Authority 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 undelivered, and the tenderer shall be liable to the Kenya Airports Authority for any excess costs for such similar services.

3.11 Termination for Insolvency

The Kenya Airports Authority 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Airports Authority.

3.12 Termination for convenience

3.12.1 The Kenya Airports Authority 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 Kenya Airports Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Kenya Airports Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 The Kenya Airports Authority and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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 to an arbitrator to be agreed upon by both parties **PROVIDED ALWAYS THAT THE PROVISIONS OF S. 33** of the KAA Act shall prevail.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

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.

3.16 Applicable Law.

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

3.17 Notices

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address as may be specified by both parties.

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

4.0 SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1** Special Conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of contract
- 4.2** Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the Authority that services has been offered.
- 4.3** The successful bidder will meet the cost of
- a) Access passes for his employees,
 - b) Toll and parking charges
 - c) Basic fire and safety training of the personnel
 - d) Training of staff shall be done after every 6 months on Housekeeping Techniques, Training Manuals shall be made available to the Authority for approval.
 - e) Any other training that may be required in the course of the contract
- 4.4** The Authority reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result to termination of the contract.
- 4.5** The successful bidder shall be required to conduct in-house training for all his operational staff every 6 months to cope with emerging trends in housekeeping standards required in various areas of an International Airport. This training **MUST** be conducted by qualified resource persons and submitted and approved by the Authority's representative.
- 4.6** Any customer complaint received by the Authority in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.
- 4.7** In the event that no remedial action and the cause of lapse has been taken/provided within 24 hours the Authority shall factor this in the Weekly/Monthly evaluation.
- 4.8** Response time of any complaint raised shall be immediately addressed by the contractor. Failure to which the Authority shall apply discretion to penalize the contractor.
- 4.9** Storage facilities if required shall be provided for by the Authority as per the terms and specification of the contract.
- 4.10** The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Authority and shall comply with and adhere strictly to the Airport Manager's (or his representative's) instructions and directions.

- 4.11** The tenderer shall be required to maintain the highest standards of cleanliness and decorum as is applicable to International Airports **PROVIDED ALWAYS**, The services required shall be to the satisfaction of the Authority
- 4.12** The tenderer shall permit free and unfettered access to and provide such assistance as the Authority may require to the Authority’s representatives or other persons authorized or engaged by the Authority, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.
- 4.13** The Authority shall carry out routine and random Inspection of the contract areas as specified in the scope of work and Bills of Quantities (BQ) and the summary of the result factored in during monthly evaluation.
- 4.14** The Authority shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.
- 4.15** Grading for performance standards attained in each month shall be made in the following manner.

90% and above	-	Excellent (satisfactory)
80% to less than 90%	-	Good (satisfactory)
60% to less than 80%	-	Fair
50% to less than 60%	-	Poor
Less than 50%	-	Very Poor

- a) In the event that the level of service provided is not satisfactory, the Authority may deduct from the applicable contract price in respect of the relevant month on the following percentages: -

Evaluated Performance	Deduction
• 70% to 79.9% (Fair)	10%
• 50% to 69.9% (poor)	20%
• Below 50% (very poor)	40%

- 4.16** Subject to the Clause on Performance Management of the Special Conditions of Contract, percentage scores such as 90.9% or 79.99% will not be rounded off to the higher figure.
- 4.17** The Authority representative shall carry out annual performance review for the contractor and document the findings. Continuous underperformance will result in termination of the contract.
- 4.18** Third Party or Public liability covers shall be endorsed for the Insurer to provide the Authority with at least thirty (30) days prior written notice of cancellation or adverse material alteration.

- b) Before commencing the execution of works, the contractor, but without limiting his obligations and responsibilities as specified shall insure against any damage, loss of injury which may occur to any property including that of the Authority or to any person including any employee of the Authority by or arising out of the execution of the works or temporary works or in the carrying out of the Contract
- c) Such insurance shall be effected with an insurer and in terms approved by the Authority (which approval shall not be unreasonably withheld) and or at least the amount stated in the Tender and the Contractor shall whenever required produce to the Managing Director or Managing Director's Representative the policy or policies of insurance and the receipts for payment of the current premiums.
- d) The tenderer shall deposit with the Authority upon request evidence of the policies and that premiums therefore have been paid **PROVIDED THAT** neither inspection nor receipt of such evidence shall be deemed to neither constitute acceptance by the Authority of the terms thereof nor be a waiver of the contractor's responsibility hereunder.

4.19 Without limiting the generality of the foregoing, the following conditions apply to the issuance of security passes as required under airport regulations.

- a) The tenderer shall pay the prescribed fees for access passes for his employees or agents and also for access to car parks for his vehicles at the prescribed rates during the contract period upon fulfilment of laid down requirements. The rates are subject to review from time to time.
- b) The tenderer shall be responsible for ensuring that all Personnel under its control shall hold security passes and no failure to perform the services in accordance with this contract shall be executed in the event that a pass is delayed, refused or withdrawn. Passes must be carried at all times by the contractor personnel along with staff identity card.

4.20 The tenderer shall ensure the removal from contract areas and prevent the presence or threat or entry thereto of any of its employees, servants or agents in respect of whom the right of access has been withdrawn.

4.21 The Contractor shall keep the Authority indemnified against all costs, claims, demands and expenses whatsoever arising in connection with the performance of the services by the Contractor without prejudice to the Contractor's obligation to indemnify the Authority as aforesaid, the contractor shall during the continuance of this agreement, be responsible for its employees agents or invitees in relation to the performance of the services and shall take out and maintain such insurance as the contractor shall consider necessary to cover its liability in respect of personal injuries or death of such employees agent of invitees. The Contractor shall at the request of the Authority produce for inspection copies of the relevant policy or policies of insurance together with receipts in respect of premiums paid under such policy or policies.

4.22 The tenderer shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the Airport.

4.23 The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.

4.24 Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff and labour, and in collaboration with and to the requirements and due satisfaction of the Port Health and at all times to comply with all standard of Public Health requirements in and around the Airport which the Authority may from time to time promulgate and allow the designated representation or agent of the Authority including **Public Health Officer of Port Health** at all reasonable times to inspect the operations of the contract relating to the provisions of the services.

5.0 Contract Documents

5.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (a) Contract Agreement,
- (b) Tender Document
- (c) Letter of Award and Acceptance,
- (d) Special and General Conditions of Contract,
- (e) Technical Specifications,
- (f) Bills of Quantities (BQ)
- (g) Schedule of Rates
- (h) Copy of Performance Bond
- (i) Tenderer Statement of compliance
- (j) Services Level Agreement
- (k) Key performance Indicators

6.0 EMPLOYER'S REPRESENTATIVE'S DECISIONS

6.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

7.0 INSTRUCTIONS

7.1 The Contractor shall carry out all instructions of the KAA's Representative which are in accordance with the Contract.

7.2 All verbal instructions to the Contractor shall as soon as possible after such instructions has been made be confirmed in writing by the Airport Manager/ Representative.

8.0 MANAGEMENT MEETINGS

8.1 A Contractor management meeting shall be held quarterly and attended by the Employer's Representative and the Contractor. Its business shall be to evaluate periodic performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

8.2 An informal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary.

8.3 Communication between parties shall be effective only when in writing.

9.0 DURATION OF CONTRACT

9.1 This Agreement shall unless extended by both parties terminate at the end of **Three (3) years** expiry from the commencement date.

10 PERFORMANCE APPRAISALS

- a) On a/monthly basis the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of subsequent deliberations and or action as stipulated in clause 8 & 9. The performance evaluation form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.

10.1 NON PERFORMANCE PENALTY

- a) In the event that the Contractor underperforms, The Authority shall apply penalties as specified in this document.

11.0 TERMINATION

- a) The Authority may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if: -

b) By Breach of Contract

- i) The Contractor frequently fails to provide services of acceptable standards set by Authority in the performance of this Agreement and
- ii) The Contractor fails to perform any other obligation under this Agreement.
- iii) The Contractor scores less than 60% more than three (3) consecutive months within the same financial year.
- iv) The Contractor fails to meet the minimum number of staff levels and working equipment/tools or materials numbers at all times except when permitted in writing by the Authority.

- c) **By Agreement** Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of three (3) months the set fees and charges in lieu of such notice;

On termination of this Agreement, whatsoever terminated, the Contractor shall be permitted to remove all the equipment which may have been placed by the Contractor upon the employer's premises.

12. CONFIDENTIALITY

- 12.1 The Contractor, its Cleaning Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KAA.

13. ASSIGNMENT

- 13.1 The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement

14 SUB-CONTRACT

- 14.1 The contract shall not be sub-contracted under this agreement.

15 PAYMENT TERMS

- 15.1 Kenya Airports Authority's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract. Payment on submission of an invoice will be after certification by an authorized officer of the Authority that services have been offered.

16 PROVISION AND STANDARD OF SERVICE

- 16.1 The Contractor shall provide services of acceptable standards set by Authority in the performance of this Agreement and unacceptable performance shall be grounds for

summary termination of the Agreement without any notice at the sole discretion of Authority.

- 16.2** Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by Authority.
- 16.3** If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Cleaning Company shall immediately and without any delay notify Authority in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable, the Authority shall evaluate the condition and may at its sole discretion, waive the contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.
- 16.4** The contractor shall provide a work plan which will form part of evaluation. The work plan will contain the following details:
- a) Number of staff to be deployed in each specific areas of service as provided in the Bill of Quantities i.e. deployment of staff on daily, weekly and monthly basis.
 - b) Training Schedule (This shall include but not limited to type of training, No. of personnel, apparatus to be used, time etc.)
 - c) Equipment and Machines to be used to achieve intended purpose in all areas.
 - d) Emergency or contingency measures in terms of staffing for any eventuality.
 - e) Type of chemicals and detergents to be used such as disinfectants, multipurpose soap, stain removers, degreasers, window cleaner, polishes, carpet shampoo, etc.
 - f) Cleaning schedules (This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly) etc.

17 Site Supervisor

17.1 The contracted/ Site Housekeeper must have the listed qualifications:

- a) Must be trained and qualified with a Certificate or Two (2) Years Full Course Certificate in Housekeeping or Institutional Management (Housekeeping Category) from a Recognized Government Institution of Higher Learning such as Kenya Utalii College, Kenya Polytechnic or equivalent (Must attach Copies of Certificates, CV's signed by the recommended personnel and the Authority bidding the tender) Recommendation Letters from Employers must be provided

- b) Form Four Certificate/ O Level
- c) The Supervisor must have a minimum of three (3) years' relevant work experience in Housekeeping as a Supervisor (Must provide Signed Copies of Certificates by the employee recommended and the Authorities representative bidding the tender, as well as Recommendation Letters from employers must be provided
- d) Good Communication and Managerial skills (An added advantage)

Site Cleaners/Stewards

- a) Form Four Certificates /O level Education
- b) Minimum of **Four (4) site cleaners/stewards personnel in number.**

17.2 The contractor shall undertake basic training of his staff on Basic Housekeeping Techniques, Environmental Management, Occupational Safety and Health, Fire Fighting, First Aid, Handling of hazardous Chemicals and any other training as prescribed by existing laws. KAA shall verify these qualifications and those below these qualifications shall not be accepted.

18 STAFF IDENTIFICATION

18.1 The contractor shall provide uniforms for their staff members which shall be worn all the time and protective gear as shall be appropriate. The contractor shall provide to Authority a list of staff and copies of their National Identity Cards. Where there are changes in staffing Authority shall be notified prior to deployment of the new staff.

19 PERFORMANCE SECURITY

19.1 The Contractor shall within fourteen (14) days before the date of executing this Agreement furnish the Authority with a Performance security whose value shall be equivalent to **One per cent (1%) of the annual Contract Value.** The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.

20 INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

20.1 The Contractor shall Not, offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.

20.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21 PROBATION PERIOD

21.1 The Contractor shall provide the services to the Authority on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of the Authority as stipulated in clause 6, 7, 8 and 9

22 NOTICE ADDRESSES

22.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

23 TENDER PRICES

23.1 The contract price will be fixed during the first one (1) year of the term of contract and shall not be subject to variation on any account. However, from the second year variation can only be entertained on account of change in legislation of minimum wage.

24 INDEMNITY

24.1 The Contractor shall indemnify and keep indemnified Kenya Airports Authority, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Cleaning Officers whilst performing their duties hereunder and this shall include any loss, damage, breakages, injury or any consequential or indirect loss sustained by Kenya Airports Authority, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Contractor its servants or agents.

25 CLAIMS

25.1 Notice of all claims by the Authority in respect of any loss, damage, breakages, or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

26 INSURANCE

26.1 The Contractor shall insure its Cleaning staff engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of the Authority, its servants or agents. The Contractor will indemnify the Authority against all actions, claims and demands in respect of such injury. The Contractor shall be required by Kenya Airports Authority to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

27. LIQUIDATED DAMAGES

27.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KAA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this the Authority may consider termination of the contract.

28. SALARY PAYMENT / BENEFITS

28.1 Contractor shall ensure that **each person engaged in this contract is paid as per the minimum wage indicated in appendix 4-Indicative Minimum Government wage for Cleaners Nairobi for each category in a timely manner but not later than the fifth working day of each month.** Proof of payment shall be submitted to Kenya Airports Authority every month. Late payment shall not be tolerated under any circumstances.

28.2 The Contractor shall ensure that all staff receive one (1) month paid leave for every (one) 1 year of employment. Proof of leave schedule to be submitted to the Authorities representative.

28.3 Kenya Airports Authority reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. **Failure to provide information and or failure to adhere to timely payment may result in termination of this Contract.**

29 SECURITY PASSES

29.1 The Contractor staff shall carry their Staff Identification Cards with them at all times.

29.2 At the start of this Contract, the Contractor shall obtain at his cost, temporary, followed by permanent security passes for all staff working at the Airport. Passes must be carried at all times by Contractor personnel along with staff identity card.

- 29.3** Each person shall be responsible for the safe keeping of his/her security pass. Security Passes shall remain the property of Kenya Airport Authority. Any lost or stolen cards must be reported to the Authority immediately, and all costs related to replacement of such cards shall be borne by the Contractor.

30 UNIFORMS

- 30.1** The contracted firm will be required to purchase for its staff uniforms prescribed by the Authority without any deviation of the fabric or color.
- 30.2** Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including safety shoes, gumboots, rain coats and any other that may be required in the course of this contract), plus provide name tag to be worn by Contractor personnel in performance of their respective duties under this Contract.
- 30.3** Uniforms to be replaced at a minimum of an annual basis or earlier if deemed necessary by the Authority representatives.
- 30.4** All uniforms shall be subject to regular inspection by the Authority representatives. Contractor's personnel shall ensure that the uniform is clean and its appearance is neat and tidy at all time while providing the services.
- 30.5** All costs related to uniforms and safety shoes shall be borne by Contractor.

31 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

- 31.1** The Contractor shall be responsible for the effective management of Annual leave; absenteeism, sick- leave, special leave etc., and must ensure that sufficient systems and structures have been put in place to maintain the Service Level Performance requirements under this Contract. (SLA's)
- 31.2** The contractor shall ensure that all staff receives one (1) month paid leave for every one (1) years of employment
- 31.3** The Contractor shall schedule annual leave of all his personnel in a given year for Company's reference.
- 31.4** Contractor shall not transfer, remove, relocate or replace any of his personnel who are providing the services without prior written approval of the Authority.
- 31.5** If the Authority (KAA) identifies any Contractor's personnel behavior to be unacceptable, misconduct, lack of cooperation, unhygienic standards, and incompetence or otherwise, then the Contractor shall replace the personnel as soon as possible at no cost to the Authority.

- 31.6** Contractor shall ensure without fail that the Authority is provided with the stated number of workers each working day per every shift. Any absenteeism shall be reported immediately by Contractor's Supervisor to the Authority Representative. Planned leave should be advised to the Authority giving at least one months' notice. Contractor shall provide suitable Company approved replacement personnel for any absenteeism, sick or annual leave.
- 31.7** The Contractor shall ensure the correct number of personnel is available to provide coverage for bi-annual leave, sick leave, strikes, labor unrest, special leave, etc. in order to maintain the level of service performance.
- 31.8** Contractor agrees that the day shift personnel is different to night shift personnel. No day shift personnel shall carry on working in the night shift and no night shift personnel shall carry on working in the day shift.

32 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

32.1 Throughout the Contract duration, Contractor shall be responsible for producing monthly report including but not limited to the following important aspects:

- a. Executive summary describing actual building/facilities cleaned as required in the Contract
- b. Status of cleaning equipment
- c. Actual number of personnel,
- d. Absenteeism, replaced personnel, etc., this to be provided on monthly basis.
- e. Areas of concern encountered during performance of the Services (i.e. access to work site, technical issue, etc.), this to be provided on monthly basis.
- f. Any incidence/accidents shall be reported immediately to the Authority Representative. Contractor's personnel shall fill incidence/accident forms to be provided by the Authority highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident taken place during that month.
- g. Salary report stating that all salaries has been paid on time, this shall be submitted on monthly basis.
- h. Other reports as requested by Kenya Airports Authority Representative.

33 ENVIRONMENTAL CONSIDERATION

33.1 As a public organization, Kenya Airports Authority shares the Government's commitment to Environmental Sustainability manner to exceed Interested Parties expectations. The contractor is therefore required to be observing the following:

- a) Use of green products
- b) Energy reduction
- c) Use of renewable energy, e.g. solar power, wind power
- d) Use of environmental friendly materials
- e) Reduction of water usage
- f) Reduction of waste
- g) Use of 'green' energy efficient equipment

34 CONTRACTOR OBLIGATIONS

34.1 Notwithstanding the responsibility of Contractor to fulfill all the Contract obligations, the Contractor without being limited to the following shall provide:

34.2 All Cleaning Materials, Supervision, Labor, Cleaning Equipment necessary for the performance of the Services.

34.3 All daily, weekly and monthly Reports as requested by the Authority.

34.4 Company approved Identification Cards bearing the Company Name, the Personnel Passport Photograph, Identification Number of personnel, Personnel and Issuance Date of the Company Identification Card.

34.5 Contractor shall provide transportation within the Services work area, as and when required

34.6 Safeguarding of Contractor's cleaning material stocks and well-being of cleaning equipment within the designated Contractor's work area in a safe and tidy manner, and the removal away from site of all unused cleaning materials on completion of the Services to the satisfaction of Company.

34.7 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Authority Representative immediately;

35 KAA OBLIGATIONS

35.1 Without limiting the responsibility of the Contractor in any way to complete the provision of the Services, the Authority will provide/assist the following:

- a) Assist to obtain Airport Security Passes.
- b) Review/Approval of Contractor's Cleaning Material Submitted

- c) Review/Approval of Contractor's Cleaning Method Submitted
- d) Review/Approval of Contractor's Cleaning Equipment
- e) Periodic Inspection and Auditing of Contractor Services
- f) Ad-hoc Inspection of Contractor Cleaning Equipment and Personnel Transport.
- g) Prepare Key Performance Indicators and Service Level Agreements (SLA)

36 UNACCEPTABLE METHODS

36.1 Methods of cleaning which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or inconvenience to passenger are unacceptable. The Contractor shall, at the direction of the Airport Manager's representative, investigate all unacceptable methods reported to the Authority's representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

37 COMPLAINTS

37.1 The Authority's representative shall receive all complaints and any received directly by the Contractor shall be directed to the Authority's representative forthwith.

37.2 The Authority's representative shall notify the Contractor of any complaints requiring their attention. The Contractor shall deal with such complaints in a prompt, courteous and efficient manner and the Contractor shall notify the Airport Manager's representative forthwith of how and when the complaint was resolved.

37.3 Complaints received by or referred to the Airport Manager's representative shall be investigated by the Airport Manager's representative who, in appropriate cases, can invoke the default provision.

37.4 Any customer complaint received by the Authority in respect of decline of standards in the contracted areas shall be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.

38 CLEANING WORKS ORDERS

38.1 The successful Contractor's representative in consultation with the Airport's Representatives shall provide in writing **specific cleaning works orders** within fourteen days from commencement of duties. (This time frame must be strictly adhered to.)

38.2 Cleaning works orders must be accessible and available on site at all times. These site orders shall inter alia deal with the following issues: -

- a) The number of cleaning personnel required on site. (**Four (4) Minimal**)
- b) The targets to be met

- c) Uniform and Hygiene standards
- d) General duties
- e) Required documentation: cleaning rosters, attendance registers duty rosters and any other necessary documentation.
- f) Mandatory meetings
- g) Time for reporting to work

38.3 Any signed Cleaning Works Orders shall be deemed to be part of the Contract.

38.4 The successful Contractor shall ensure that every staff member understands and complies with the cleaning works orders.

39 PERFORMANCE MANAGEMENT

39.1 The contractor must perform the required services to standard acceptable to Kenya Airports Authority. Key Performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.

39.2 The Authority may apply the following KPIs as attached in appendix 2: -

- a) Standard of cleanliness
- b) Cleaning complaints
- c) Customer service
- d) Safety management system
- e) Stability of Supervisor and staff
- f) Presentation & uniforms
- g) Cleaning staff attendance
- h) Timely salary payment for staff (by fifth of every month worked)

39.3 The contractor in consultation with the Airport representative may propose KPI's which may be used to measure the ongoing performance of the contract.

39.4 The contract will be required to attend a particular site/location with the Airport representative to undertake the KPI

39.5 The Authority shall carry out routine and random inspection of the contract areas as specified in the Scope of Works and Bills of Quantities (BQ) the results of the daily/ random inspections shall be factored in during monthly evaluations.

39.6 The tenderer/contractor shall permit free and unfettered access to and provide such assistance as the Authority may require to the Authority's representatives or other persons authorized or engaged by the Authority, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.

- 39.7** Where the inspection or survey indicates that the contractor has not performed the services to the specified standards, the Authority shall deduct from the contract price, the cost of materials and labor and of the service for which the Contractor is in default.
- 39.8** The Authority shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.
- 39.9** The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Airport Manager and shall comply with and adhere strictly to the Airport Manager's (or his representative's) instructions and directions.
- 39.10** The tenderer shall be required to maintain the highest standards of cleaning services and decorum as is applicable to International Airports **PROVIDED ALWAYS**. The services required shall be to the satisfaction of the Authority.
- 39.11** The contractor in consultation with the Authority shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the contractor. Wherever the Service Levels will not be met or falls below the evaluated performance, then the above deductions (of Section 38: Performance Management) will be effected.

40. OTHER SPECIAL CONDITIONS OF CONTRACT

- 40.1** The successful bidder will meet the cost of Access passes and parking charges for his Employees-Access and toll charges.
- (a) Security passes.
 - (b) Fire, safety and security awareness courses as currently in force and subject to review from time to time.
 - (c) Charges for security and access passes may be reviewed from time to time.
- 40.2** The Contractor shall immediately on notification remedy any breach of the Contract and/or Site Order.
- 40.3** Should it appear that the Contractor is not executing the contract to the satisfaction of the Authority's representative or there is non-conformance to any of the Key Performance Indicators as provided in Appendix 2, notice shall be given to the Contractor to make good such failure or default in a period to be determined by the Airport Manager or duly appointed Airport Manager's representative. In the event of the Contractor failing to make good such default within the specified period, KAA reserves the right to deduct 10% of the monthly payment due to the Contractor for the month in which the default occurred or invoke the provisions found in Section 38 under Performance Management of the Special Conditions of Contract. Repeated defaults on one or more of the KPI's listed or failure to meet performance grading that results in payment deductions, or failure to remedy a default within three (3) consecutive months will be considered a breach of contract and will result in termination of the contract.

- 40.4** The contractor shall pay the cleaners a monthly salary that is equal to or above the gazette minimum government wage for Kisumu Kenya and will avail copies of his or her payroll quarterly to the Authority to verify compliance.
- 40.5** The Authority reserves the right to check that salaries to personnel working on this contract are paid in full and on time. Failure to adhere to timely payment may result to punishment.
- 40.6** Storage facilities if required will be provided to the contractor at rent and other terms to be specified by the Authority.
- 40.7** The Authority shall not be liable for any injury to the tenderer, his servants or licensees caused in the course of/ or consequential upon the performance of the services contracted herein.
- 41** The tenderer shall be responsible for the safety and security of the Authority's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft and all kinds of risks which may occasion loss and or damage and in case of such incidences the item has to be replaced.
- 42** Any employee or agent of the contractor who engages in misconduct, whether due to insobriety or otherwise or behaving in a manner prejudicial to the security, safety and/or the reputation of the Authority shall be liable to instant removal from the Airport, and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the Airport.
- 43** The tenderer shall not do or suffer to be done anything on the Airport grounds which may render any increased or extra premium payable for the insurance of the Airport or which may make void or voidable any policy for such insurance for the time being held by the Authority and in the event of breach of this covenant, shall:
- a) Repay the Authority all sums paid by way of increased premium and all expenses incurred in or about the renewal or modification of any such policy by reason of such breach or
 - b) Compensate the Landlord for any claims in respect of such policy thereby rendered void or voidable.
- 44** The contractor, his servants and/or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the Airport by the Authority.
- 45** The Contractor shall be liable for and shall indemnify and hold harmless, the Authority, including for this purpose any employee or agent of the Authority, in respect of any loss,

liabilities, damage, claim or proceedings suffered or incurred by the Authority, its employees, tenants, customers or other users of the Airport or any third parties arising from or in connection with any neglect or wrongful omissions or willful default of the Contractor, its employees, agents or sub-contractors, arising from or in connection with the performance of the services.

- 46** Subject to the provisions of the Civil Aviation and the Kenya Airports Authority Acts or any re-enactment or amendment thereof for the time being in force or any other Regulations, directives, orders or instructions that may be issued in connection of the operation of the Airport, the Authority shall grant to the Tenderer, its employees, servants or agents full access to and from the contract areas for purposes of performance of the services under this contract upon fulfillment of set requirements.
- 47** The contractor shall take out and maintain for the duration of this contract insurance protection from reputable insurance companies or levels approved by the Authority to cover the Contractor's liability to the Authority, its employees, tenants, customers and other users of the Airport or any third party arising in connection with the performance of the services.
- (a) Notwithstanding the generality of the foregoing, the Contractor shall take out coverage for the following risks:
- (b) Workmen's Compensation and Group Personal Accident Insurance.
Third Party or Public Liability Insurance including an "indemnity to Principals" clause, covering death or injury to person and loss of or damage to property of the Authority, its customers, employees, tenants and other users of the Airport or any third party subject to as may be required by the Authority.
- (c) Third Party or Public liability covers shall be endorsed for the Insurer to provide the Authority with at least thirty (30) days prior written notice of cancellation or adverse material alteration.
- (d) Before commencing the execution of works, the contractor, but without limiting his obligations and responsibilities as specified shall insure against any damage, loss of injury which may occur to any property including that of the Authority or to any person including any employee of the Authority by or arising out of the execution of the works or temporary works or in the carrying out of the Contract
- (e) Such insurance shall be effected with an insurer and in terms approved by the Authority (which approval shall not be unreasonably withheld) and or at least the amount stated in the Tender and the Contractor shall whenever required produce to the Managing Director or Managing Director's Representative the policy or policies of insurance and the receipts for payment of the current premiums.
- 48** The tenderer shall deposit to the Authority upon request evidence of the policies and that premiums therefore have been paid PROVIDED THAT neither inspection nor receipt of such evidence shall be deemed to neither constitute acceptance by the Authority of the terms thereof nor be a waiver of the contractor's responsibility hereunder.

- 49 The contractor its employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority's as a result of the Contractor's or its employees' or agents' failure to observe or comply with such requirements.
- 50 Without limiting the generality of the foregoing, the following conditions apply to the issuance of security passes as required under airport regulations.
- (a) The tenderer/contractor shall pay the prescribed fees for access passes for his employees or agents and also for access to car parks for his vehicles at the prescribed rates during the contract period upon fulfillment of laid down requirements. The rates are subject to review from time to time.
 - (b) The tenderer/contractor shall be responsible for ensuring that all Personnel under its control shall hold security passes and no failure to perform the services in accordance with this contract shall be executed in the event that a pass is delayed, refused or withdrawn.
- 51 The contractor shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the Airport.
- 52 The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.
- 53 The Contractor shall supply all materials, including consumables such as soap, detergents etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. Any proposed changes shall be discussed with and agreed by the Authority representative in advance and documented. The Authority representative reserves the right to refuse the use of any chemicals on environmental grounds. The Contractor would be expected to adopt/ adjust to new products in the market at no cost to the Authority.
- 54 The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.

NOTE:

- ❖ **On commencement of the contract, KAA will issue Safety Regulations Procedures and Trainings to the successful contractor which must be complied with.**

SECTION V: SCHEDULE OF REQUIREMENTS FOR GENERAL AREAS AND TOILETS

5.1 The materials and equipment provided must be adequate to provide the service required to the required standard and must be available and in use on site for the duration of the contract. The equipment must be maintained in good working condition at all times. Tools and equipments shall include but not limited to the following:

5.1.1 Consumables

- (a) Quality Jumbo Toilet Papers (White in color and approved by the Authority) – Approximately four (2) Jumbo Toilet Paper Bales (12 pcs) per day 200M each.
- (b) Hand Paper Towels (White in color and approved by the Authority) – Approximately Four (2) Bales (12 pcs) of Hand Paper Towels per day
- (c) Disposable Toilet Seat Covers White in color and approved by the Authority
- (d) Disinfectants – Approved by the Authority
- (e) Detergents – Approved by the Authority
- (f) Stain Removers – Approved by the Authority
- (g) Polishes – Approved by the Authority
- (h) Degreasers – Approved by the Authority
- (i) Toilet Cleaner – Approved by the Authority's representative
- (j) Automated Air fresheners (Consistent scent approved by the Authority)
- (k) Portable Air fresheners – (Consistent scent approved by the Authority)
- (l) Urinal mats – As advised by Authority
- (m) Hand Sanitizers – Approved by the Authority
- (n) Transparent linings – As per the NEMA requirements Approval
- (o) Foam soap – Approved by the Authority
- (p) Toilet Seat Covers Sanitizers – Approved by the Authority
- (q) Methylated spirit – Approved by the Authority
- (r) Window cleaners – Approved by Authority
- (s) Bath soap – As advised by the Authority
- (t) Leather Polishes

5.1.2 Tools and Equipment

- (a) Scrubbing/ Buffing machines (minimum 1 in number) with corresponding number of extension cable
- (b) Blower machine (minimum 1 in number) with a corresponding extension cable
- (c) Wet and Dry Vacuum Cleaner/Hoover with a corresponding extension cable
- (d) Ladders Aluminum (1 in number)
- (e) Safety Belts
- (f) Wheeled Refuse collection Trolleys (minimum 1 in number)
- (g) Mop Buckets
- (h) Aluminum mop handles
- (i) Round and Kentucky mops
- (j) Floor shining mops

- (k) Squeezers (Minimum 2 in number)
- (l) Brooms – (Hand, Soft, Hard, Makuti etc.)
- (m) Deck Scrubbers
- (n) Yellow Dusters
- (o) Toilet Seat Covers Dispensers
- (p) Toilet Seat Cover Sanitizer Dispenser
- (q) Ordinary dusters
- (r) Dust pans/Dust brooms
- (s) Caution Signs
- (t) Color coded biodegradable bags
- (u) White cleaning cloths
- (v) Two (2) sets of well fitted uniforms, reflective jackets, rain coats and a pair of safety flat black shoes, gumboots
- (w) Safety belts and dust/ear masks
- (x) Helmets, and gloves
- (y) Peddle sanitary bins e.g. white

Bidders must note that before taking over the site , they must have the following equipment/requirements
Scrubbing machines (Minimum 1 in number)
Scrubbing/Incorporating pads (Minimum 2 in number)
Dry and wet vacuum cleaner (minimum 1 in number)
Water sucking machine (minimum 1 in number)
Blower Machine (Minimum 1 in number)
Disposable Toilet Seat Covers Dispensers for all the Toilets
Toilet Seat Covers Sanitizer Dispensers for all the Toilets
Equivalent extension cables to the number of machines (Minimum 2 extension cables)

5.1.3 Operations Plan

The Tenderer is required to provide an operational plan showing the following: -

- a) Deployment of staff to cover 16 hours and emergencies
- b) Deployment of staff showing allocation of duties on daily, weekly and monthly basis,
- c) Distribution of equipment to achieve intended purpose in all areas.
- d) Emergency or contingency measures in terms of staffing for any eventuality like water shortage, flooding, flight cancellations, VVIP's movement, evacuations, Rain, State functions, Disease Quarantine.
- e) Supervision Policies and Job Description for each personnel as per the proposed position
- f) Manpower strength of the personnel proposed for the contract
- g) Organization Structure

- h) Staff qualifications and experiences relevant to housekeeping

5.1.4 QUALITY ASSURANCE

The supervisors will be expected to inspect and verify the quality of works daily. All the areas as captured in the BQ shall be expected to be clean and shiny every time. And in case it rains the water to be cleared immediately and the places mopped using scrubber driers and mops to speed up the drying process and water puddles..

5.1.5 DURATION OF THE CONTRACT

The tenderer shall provide the service for a duration of **three (3) years** from the date of commencement of this Contract (hereinafter referred to as “**the term**”). This contract shall be deemed to have commenced immediately after signing by both parties and such other date specified in writing as commencement order. The term may be extended upon agreement by both parties and subject to continuous satisfactory work performance.

6.0 SECTION VI: TECHNICAL SPECIFICATIONS SCOPE OF WORKS FOR PROVISION OF CLEANING SERVICES FOR GENERAL AREAS AND TOILETS

6.1 The contractor shall be required to maintain the highest standards of cleanliness and decorum as is applicable to International Airports. For this reason, his obligation will be the following against which standards shall be measured;

a) Floors

i) Carpeted

- Spot clean and shampoo the carpets as need arises.
- Hove the carpets daily.
- Mend the carpets before shampooing to avoid further tears.
- Removing of stains and chewing gums.

ii) Concrete

- Scrub daily using scrubbing machines and stain removing detergent and to retain them clean at all times,
- Apply floor seal suitable for the surface to enhance appearance

iii) Tiled Floors

- Scrub and maintain on daily basis to keep the tiled floors devoid of stains, stickers, litter and any form of dirt to retain them shiny at all times,

b) Walls and Pillars

- Clean thoroughly without removing (peeling) of original paint
- Remove Cobwebs, dirt, ugly marks or stains
- Remove bird nests and clean bird droppings

c) Stairs

- Clean metal and wooden and polish them on daily basis
- Clean all stairs, remove all dirt, litter, stains and spills,

d) Glass walls, windows, doors and sign boards

- Clean them and keep them devoid of dust or any marks

e) Furniture,

- Clean and shampoo upholstered furniture on monthly basis or when necessary
- Clean and polish upholstered furniture using recommended polish
- Dust plastic chairs daily and Scrub them on weekly basis to retain their original color,
- Clean, dust and polish wooden tables and counters on daily basis
- Arrange all furniture in an orderly manner.

- Remove unused and broken furniture, collect and move it to designated areas
- Transfer furniture to different location as advised
- Mend minor tears on fabrics like curtains to avoid further damage before washing.

f) Skirting and Edges

- Damp-dust daily and remove all dust, dirt and stains
- Scrub to remove accumulated polish or traffic wax

g) Refuse Collection Points

- Sweep thoroughly, wash and dispose rubbish and food remains properly using plastic bags to designated areas
- Wash the areas thoroughly and disinfect them daily
- Maintain the area clean and dry

h) Pavements, Pathways

- Scrub and clean pathways
- Sweep and remove all litter
- Degrease parking's daily.

i) Paper Basket

- Provide high quality paper basket and transparent liners in the entire Airport
- Collect and manage all refuse in the entire airport lounges, aprons, car parks, restaurants and offices including Duty free shops and restrooms. Seal and transfer to designated refuse trolley area. Empty and clean all dustbins and immediately clean and disinfect them daily
- Empty bins daily

j) Telephone heads

- Damp-wipe with detergent solution and sanitizer daily

l) Counters, Machines, desks

- Collect all rubbish and papers, dust, damp-clean, remove all stains and stickers
- Dust and dump dust daily
- Degrease under the machines and shall be free from oil, dirt, dust, debris etc.
- Remove stickers and gums daily

n) All the entrances

- Clean rubber mats and retain them smooth and shiny
- Clean the equipment after every use removing dirt, litter, stickers and stains
- Polish to develop a fine finish
- Provide a daily cleaning schedule
- Dust the walls and remove cobwebs

o) Roof Tops

- Remove rubbish and clean the rooftops of the main buildings and all interior booths and offices.
- Remove litter from gully traps and down pipes ensuring no litter enters into them.
- Remove rubbish and clean the entrance canopy tent.

r) V.I.P. Lounge

- Clean and maintain the lounges at very high standards and appearance
- Remove and Dry-clean curtains, towels, mats and upholstery.
- Water the flowers and potted plants and remove dried one's daily
- Provide Automated Air fresheners
- Provide portable recommended air fresheners
- Provide Foam Hand cream
- Clean and polish furniture daily
- Clean and shampoo upholstered furniture on monthly basis or when necessary
- Hoove the carpets and remove stains and chewing gums daily
- Shampoo the carpet when necessary
- Water the flower pots and maintain them
- Dust all wall hangings daily

s) Toilets

- Clean toilets to expected high standards and control cross contamination.
- Provide high quality white Jumbo toilet papers and hand papers (white in color)
- Provide automatic air dispenser
- Provide peddle white dustbins with transparent linings
- Provide sanitary bins
- Provide urinal mats in urinals
- Polish taps using recommended chrome shiner

(t) Boarding lounge

- Dust, polish and remove stains to all passenger seats
- Clean and polish glass walls daily
- Dust bins to be emptied, cleaned and replaced with new liners.
- Counters should be free of rubbish, paper, stains and stickers.

(u) Fire and Rescue Offices

- Dusting of furniture using wooden polish
- Disinfecting the telephone heads
- Cleaning of the glass windows and walls
- Dust bins emptied and liners replaced

Identification

Provide staff with appropriate protective wears and safety gadgets to enable them perform their duties. Also provide personnel with nametags and uniforms as approved by the Authority. Staff shall use closed flat black leather shoes always.

Provide Caution Signs alerting Airport users of impending danger where appropriate for example, Slippery, Wet Floors, or Cleaning in Progress. The signages shall be clean, neat and presentable, marked and painted in corporate colors.

(v) Surface/Areas defined to include:

- Floors,
- Glass walls
- Gulley traps and down pipes
- Metal frames
- Walls, pillars and exterior facades
- KAA Signages
- Ceilings
- All partitions
- Staircases
- Door and grills
- Furniture
- Wire mesh
- Roof tops
- Telephone heads
- Screening machines
- Toilets

Equipment and installation (including but not limited to all signboards, displays, panels, bins, telephone booths, desks, counters desks, partitions and screens), removal of insects and bird nests.

(w) Hard floors

Clean the floors and keep them free from any dirt at all times by washing, scrubbing and polishing and polishing where applicable to retain its original glitter. Suitable detergent will be applied. Stains on the floor will be removed and stained floors will not be accepted.

(x) PVC Tiled floor

Clean all PVC tiled floor area and keep the free from any dirt at all times. Polishing shall also be done using e.g. using emulsion polish and buffing machines and shall remain polished at all times. NB: all floors to be free from chewing gums always.

(y) Ceiling, roof space, partitioning and windows

Clean roof space, ceiling and walls, remove cobwebs, dirty marks and any bird nests and retain them clean at all times,

(z) Glass partitions/Windows

Clean all glass partitions with appropriate detergents, keep them clean, and polished at all times e.g. using window lane. Clean high windows using telescope window cleaners.

(a) Carpets and mats

Appropriate care shall be taken for curtains and carpets. Dry-clean all fabrics, upholstery and curtains to the due satisfaction of the Airport Manager. Vacuum clean all carpets daily and shampoo them occasionally to retain their clean and fresh nature.

Clean VIP lounges every day. Polish all glass panels and clean the toilets in VIP lounges to retain them clean fresh at all times.

(b) Wooden surfaces

Clean all wooden surfaces and keep them clean and polished at all times.

SECTION VII- TOILETS

MINIMUM REQUIREMENTS FOR MATERIALS AND EQUIPMENTS

The materials and equipment's provided must be adequate to provide the service required to the required standards and must be available and in use on site for the duration of the contract. The equipment's must be maintained in good working condition at all times. Tools and equipment's shall include but not limited to:-

Requirements for Consumables

The Contractor shall be required to provide the following minimum consumables:-

- Quality White Toilet Paper Jumbo (Approximately Four (4) Bales per day)
- Hand Paper Towels (Approximately Four (4) Bales per day)
- Foam Hand Wash Soap – Approved by Authority
- Portable and Automated Air freshener in every toilet
- Urinal mats
- Caution Signs (Acceptable ones)
- Toilet detergents and disinfectant
- Step-on sanitary bins

7.1 Minimum Requirement for Equipment and Tools for Toilets

- Telescopic window cleaner
- Yellow Dusters and white cleaning cloths
- Piston pumps for unblocking.
- Toilets brushes and holders(white)
- Mops and buckets

However the contractor shall be expected to specify and list equipment to be used to achieve the required standards.

SCOPE OF WORKS

TECHNICAL SPECIFICATIONS – TOILETS

The Contractor shall be required to maintain highest standards of cleanliness and decorum to the satisfaction of Authority

Toilet being high risk area, the contractor's obligation shall include the following

- **Toilet Bowls**

Clean toilet bowls and retain them sparkling clean, free from unpleasant odors and stain free at all times

- **Urinals**

Clean the urinals and retain the sparkling clean, free from unpleasant odors and stain free at all times. Stock urinals with urinal mats and ensure the drain is functioning well at all times.

- **Accessories**

Supply sufficient high quality white jumbo toilet papers, white hand paper towels, Foam hand wash soap of high quality. Provide Automated and Portable Air fresheners as well.

- **Sanitary Bins**

Supply and provide step on sanitary bins manufactured by an approved sanitary bin company. Replacement of the bins shall be done at least twice per week.

- **Toilet walls and Floors**

Toilet walls and stain removal shall be cleaned as often as possible. Mop the toilet floors using recommended disinfectant. Floors shall remain dry and free of stains and dirt.

- **Orderly Arrangement**

All the equipment's, tools and containers shall be arranged neatly

- **Dustbins**

Supply high quality paper bins with bin liners as approved by Authority

Dispose of waste materials, refuse to the central collection point

- **Toilet Cubicle Fixtures**

Dust and wipe toilet cubicle fixtures

Handle minor plumbing problems and address minor toilet blockages.

Operational Plan

The Tenderer is required to provide an operational plan showing the following: -

- a) Deployment of staff to cover working hours,
- b) Deployment of staff on daily, weekly and monthly basis,
- c) Distribution of machines and equipment to achieve intended purpose in all areas.

- d) A detailed work plan showing allocation of duties
- e) Emergency or contingency measures in terms of staffing for any eventuality like Medical Evacuations and Quarantines, VIP Movements, Corporates Functions, Water shortage, Flooding, Rains, Fire etc.

7.2 The Contractor shall ensure to deploy staff in toilet units taking into account on the Gender issues whereby Ladies Washrooms shall be attended to/cleaned by a Lady cleaner while Gents Washrooms shall be attended to/cleaned by a Male cleaner.

BILLS OF QUANTITIES (BQ)

The Bill of Quantities (BQ) for Provision of Cleaning Services general areas should be read in conjunction with the instructions to bidders, special conditions of contracts, the schedule of works and drawings.

This BQ is the basis for payment of the cleaning services that are to be provided on a lump sum per square feet covered under the contract. The rates given by the bidder shall, except insofar as otherwise provided under the contract, include all equipment, labour, management/supervision, materials/consumables, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract.

Payment shall be made in accordance with the actual performance of the contractor and compliance with the Service Level to be entered between the contractor and the Authority. Failure to meet the Service Levels will result in payment reductions in accordance with the special conditions of contract.

A unit rate or price shall be entered by the bidder against each item in the bill of quantities. The cost of the items against which the bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the bill of quantities.

General directions descriptions of works and materials are not repeated or summarised in the bill of quantities. Reference to the relevant sections of the contract documentation shall be made before entering the rates or prices against each item in the bill of quantities. Bidders are requested to give a breakdown of the lump sum per square feet to show the cost expense for materials, administrative salaries, profit and taxes which will enable the client to understand how the total cost for each lot was arrived at.

**BILL OF QUANTITIES (BQ) FOR PROVISION OF CLEANING SERVICES -
GERENAL AREAS AND PUBLIC TOILETS – THE OLD KISUMU AIRPORT**

**A. OLD TERMINAL BUILDING, OLD AIRLINE OFFICES, PUBLIC
WASHROOMS, TOLL STATION, SECURITY SENTRY**

Minimum Compliance Table

Description	Minimum No. of Staff	Indicate Minimum Salary per month Inclusive of House Allowance	Total Per Annum
Supervisor	1		
Stewards	4		

NO	AREA/LOCATIO N	FLOOR TYPE	AREA IN SQFT	RATE PER MONTH /QUARTE R KSH	RATE PER YEAR KSH	FREQUENCY PER YEAR
1	AIRPORT MANAGERS OFFICE	CARPET	162			Daily
2	AIRPORT MANAGER RECEPTION	TERRAZO	180			Daily
3	PABX OFFICE	TERRAZO	348			Daily
4	SCREENING AREA	TERRAZO	348			Daily
5	ACCOUNTS OFFICE	CONCRETE	143			Daily
6	GENTS WCs	CERAMIC TILES	81			Daily
7	LADIES WCs	CERAMICS	90			Daily
8	VIP LOUNGE	CARPET	486			Daily
9	VIP LOBBY	CARPET	72			Daily
10	VIP WCs	CERAMIC TILES	72			Daily
11	WAITING	PVC TILES	810			Daily

	LOUNGE					
12	DEPARTURE LOUNGE	PVC TILES	522			Daily
13	SECURITY OFFICE	PVC TILES	81			Daily
14	TOLL CHARGES OFFICE	CONCRETE	65			Daily
15	SECURITY APRON ENTRY OFFICE	CERAMIC TILES	156			Daily
16	LANDING FEES OFFICE	CONCRETE	104			Daily
17	CARETAKING OFFICE	CONCRETE	104			Daily
18	PIT LATRINE	CONCRETE	24			Daily
19	BETWEEN KQ AND EASA	PVC TILES	116			Daily
20	TEMPORARY ARRIVAL LOUNGE	CONCRETE	655			Daily
21	PUBLIC WCs	CONCRETE	627			Daily
B	OLD TOWER AND RELATED AREAS					Daily
1	GROUND FLOOR CONCOURSE AND STORE	CONCRETE	676			Daily
2	WC AT GROUND FLOOR	CONCRETE	63			Daily
3	STAIRCASE AND LANDING	WOODEN	87			Daily
4	GF'S UPPER FLOOR	WOODEN	676			Daily
C	ELECTRICAL					Daily

	SUB-STN AND RELATED AREAS					
1	ELECTRICAL SUB STN BLDG	CONCRETE	2150			Daily
2	SUB STN VERANDAH	CONCRETE	512			Daily
3	PIT LATRINE	CONCRETE	91			Daily
D	FIRE STATION AND RELATED AREAS					Daily
1	STATION OFFICER'S - OFFICE	CERAMIC TILES	156			Daily
2	DUTY OFICER'S - OFFICE	,	132			Daily
3	SENIOR FIRE MAN'S-OFFICE	„	132			Daily
4	WATCH ROOM	„	180			Daily
5	KITCHEN,LECTURE ROOM AND LOCKER AREAS	CONCRETE	2261			Daily
6	UPPER FLOOR WC	TERRAZO	42			Daily
7	GROUND FLOOR WCs	TERRAZO	42			Daily
8	UPPER FLOOR VERANDA	TERRAZO	258			Daily
9	CONCOURSE AT THE FIRE STATION	SLABS	850			Daily
10	LANDING AND STAIRS	TERRAZO	136			Daily

11	PARKING BAY	CONCRETE	1749			Daily
12	MECHANICAL WORKSHOP	CONCRETE	646			Daily
	SUB TOTAL					
	ADD 16% VAT					
	GRAND TOTAL INCLUSIVE OF 16% VAT					

Note: Bidders are advised to ensure that the quoted total cost covers the staff salaries and a reasonable profit. Where salaries indicated under compliance table above do not meet the minimum government wage rate as gazetted or you have costed your bid below the indicated salary (basic plus house allowance) to be paid to each of the categories of staff, the bid shall not be considered as responsive irrespective of having met all the other requirements.

BILLS OF QUANTITIES (BQ) FOR AIRPORT SECURITY PASSES, SECURITY AWARENESS AND AIRSIDE SAFETY TRAININGS (inclusive of VAT)

Description	Quantity	Price per cleaning site personnel per Annum	Total price on deployment
Provisional Sum for 2 Trainings	5	3,000.00 inclusive of taxes per training	30,000.00
Provisional Sum for Security Passes	5	3,000.00 inclusive of taxes per year	15,000.00
Grand Total exclusive of VAT			45,000.00

Please Note that any changes in deployment of new staff will attract training charges of Kshs.3, 000 and security pass charge of Kshs.3, 000 per personnel per year.

COST BREAKDOWN SUMMARY OF ALL COSTS FOR PROVISION OF CLEANING SERVICE FOR THE KISUMU OLD AIRPORT- GENERAL AREAS AND TOILETS

COSTS ACTIVITIES	AMOUNT(KSHS) PER ANNUM- EXCLUSIVE OF 16% VAT	AMOUNT(KSHS) FOR 2 YEARS- EXCLUSIVE OF 16% VAT
1.GENERAL AREAS CLEANING		
2.TOILETS CLEANING		
3. LAUNDRY SERVICES		
4.SANITARY SERVICES		
5.SALARIES FOR 4 STEWARDS		
6.SALARIES FOR 1 SITE SUPERVISOR		
8.AIRPORT SECURITY PASSES	15,000	45,000
9.AIRPORT TRAININGS	30,000.00	90,000
ADD 16% VAT		
TOTAL AMOUNT FOR 2 YEARS INCLUSIVE OF 16 % VAT TO BE CARRIED TO FORM OF TENDER		

Note: Bidders are advised to ensure that the quoted total cost covers the staff salaries and a reasonable profit. Where salaries indicated under compliance table above do not meet the minimum government wage rate as gazetted or you have costed your bid below the indicated salary (basic plus house allowance) to be paid to each of the categories of staff, the bid shall not be considered as responsive irrespective of having met all the other requirements.

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender Securing form
6. Performance security form
7. Self-Declaration Form
8. Qualification Information form
9. Litigation History form
10. Certificate to site
11. Tender Securing Declaration Form

FORM OF TENDER

Tender No. KAA/OT/KIA/0082/2020-2021

To Kenya Airports Authority

Gentlemen and/or Ladies:

- 1. Having examined the tender documents including Addenda Nos..... *[Insert numbers]* of which is hereby duly acknowledged, we, the undersigned, offer to provide.

[Provision of Cleaning Services at Kisumu International Airport in conformity with the said tender documents for the sum of:

.....
.....*[total tender amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to one percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.
- 4. We agree to abide by this Tender for a period of **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.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____

[Signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I General

Business Name.....
 Location of Business Premises
 Plot No,..... Street/Road.....
 Postal 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.....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> Given details of partners as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the Company.....) 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.....) 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.....) 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

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Airports Authority

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[24 months or 2 years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
- 3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
- 4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that,

.....

(Name of Tenderer or his representative) of the firm of,

..... (Name of Firm

Tendering)

In the company of,

.....

(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

PROVISION FOR CLEANING SERVICES AT KISUMU INTERNATIONAL AIRPORT

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....

(Tenderer or his representative)

Witnessed.....

(Signature of Client’s representative)

Date.....

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [Name of procurement entity] of [Country of Procurement entity] (Hereinafter called “the Kenya Airports Authority”) of the one part and [Name of tenderer] of [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part.

WHEREAS the Kenya Airports Authority invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Kenya Airports Authority)

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

in the presence of _____.

PERFORMANCE SECURITY FORM

To:

[Name of the Kenya Airports Authority]

WHEREAS..... [Name of tenderer]

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

Supply.....

[Description services] (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Kenya Airports Authority

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) _____

APPENDIX I

Resume of Proposed Personnel

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

APPENDIX 2

KEY PERFORMANCE INDICATORS

KPI's for Cleaning Contractor	Excellent A	Good B	Average(Fair) C	Poor D	Very Poor E
Cleaning Standard	The standard of clean as observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.	The standard of clean as observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard.	The standard of clean as observed on regular inspection this month is acceptable, few issues to action. Consistently to an acceptable standard.	The standard of clean as observed on regular inspection this month is below standard, numerous issues to rectify. Inconsistent, often a lot of issues to deal with.	The standard of clean as observed on regular inspection this month is very poor standard, building was noticeably unclean. Very inconsistent usually a poor standard.
Complaints	We receive compliments from public and tenants but no complaints.	Very few complaints or none, from the public or tenants.	Few complaints from the public or tenants and promptly attended to.	Some complaints from the public or tenants.	Constant complaints from public or tenants.
Customer Service	Individual cleaners go above and beyond the call of duty. High standard verified	Cleaners are proactive in offering service. High standard verified	Acceptable. Cleaners are polite and helpful. High standard verified	Needs improvement cleaners polite, but not very helpful. Poor results verified	Poor or none. Cleaners are impolite. Poor results verified
Waste Management	Waste bins are spotless. Waste system is optimized; cleaners make pro-active contribution.	Waste bins are excellent; waste management is excellent.	Waste bins are acceptable, Waste management is acceptable.	Some problems in docks.	Waste bins are unacceptable; waste system is disorganized Recycling is not effective.
Safety	Excellent safety	Very good SMS,	Acceptable	SMS is	Inadequate

Management System	mgt system, up with best in this trade. Includes up to date training records. Clear signs of implementation.	includes training records. Clear signs of implementation.	SMS. Documentation is complete and safe work practices are observed.	incomplete or needs improvement. Doubts over implementation.	SMS. Definite signs of non-implementation. Unsafe work practices are observed.
Stability of Supervisors & Staff	Site supervisor and cleaners, with no changes. Few site staff changes.	Very good Site Supervisor and cleaners; changes are rare. Few site staff changes.	Site staff reasonably stable.	Too many changes to senior staff. Many changes to site staff.	Site supervisor change frequently. Many changes to site staff.
Presentation & Uniforms	All staff are well presented, in perfect uniform and equipped at all times.	All staff are well presented. Very high standard of uniforms almost all the time, few exceptions.	Occasional exceptions but promptly rectified. Overall acceptable.	Often a staff member unacceptable.	Many people often out of uniform or look untidy or not equipped.