



**KAA/OT/MIA/0083/2020-2021**

**16<sup>th</sup> March, 2021**

To: All Tenderers

**RE: PROVISION OF WASTE MANAGEMENT SERVICES AT MOI INTERNATIONAL AIRPORT,**

**INSTEAD OF:**

**SUPPLY, INSTALLATION AND COMMISSIONING OF SEWER PUMP SYSTEM AT KISUMU INTERNATIONAL AIRPORT.**

**TENDER NO: KAA/OT/MIA/0083/2020-2021.**

**ADDENDUM NO.1**

The following are tender clarifications/addendum issued regarding the above tender in accordance to instructions to tenderers clause 2.5 of the bidding document for the referenced tender.

In our advertisement notice appearing in the Daily Nation Newspaper of **Tuesday 16<sup>th</sup> March 2021**, the description for Tender Reference No. KAA/OT/MIA/0083/2020-2021 was indicated as Supply, Installation and Commission of sewer pump system at Kisumu International Airport. However the correct description should have read as **PROVISION OF WASTE MANAGEMENT SERVICES AT MOI INTERNATIONAL AIRPORT.**

Please note the changes and amend accordingly.

The closing/opening date remains **31<sup>st</sup> March, 2021** at the same time and place as per the notice and Tender Document attached herein.

This addendum forms part of the bidding document and is binding to the bidder. All other conditions remain the same.

**Patrick K. Wanjuki**  
**GENERAL MANAGER**  
**PROCUREMENT AND LOGISTICS**  
**For: MANAGING DIRECTOR/CEO.**



**TENDER DOCUMENT**  
**FOR**  
**PROVISION OF WASTE MANAGEMENT SERVICES AT**  
**MOI INTERNATIONAL AIRPORT**

**TENDER NO. KAA/OT/MIA/0083/2020-2021**

**MARCH 2021**

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*AIRPORT MANAGER,  
MOI INTERNATIONAL AIRPORT,  
P.O. BOX 93904-80115,  
MOMBASA*

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

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## SECTION I – INVITATION FOR TENDERERS

**TENDER NO. KAA/OT/MIA/0083/2020-2021**

**DATE: 16<sup>TH</sup> MARCH 2021**

### **TENDER DESCRIPTION: PROVISION OF WASTE MANAGEMENT SERVICES AT MOI INTERNATIONAL AIRPORT**

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- 1.1 The Kenya Airports Authority invites sealed bids for PROVISION OF WASTE MANAGEMENT SERVICES AT MOI INTERNATIONAL AIRPORT**
- 1.2 A complete set of Tender documents are available for downloading from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)). Upon accessing the tender documents, interested bidders shall respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>
- 1.3 Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than one (1) days before tender closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, Do not click and attach your documents on collaboration folder. click on “Technical Bid” the system will allow you to create a document, click “create” button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>.
- 1.4 The tender shall be submitted online on or before **31st March 2021 at 11.00 a.m.** Late bids shall be rejected.
- 1.5 Tenders will be opened online immediately at the Conference Room, 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters complex building. Thereafter the tender register will be emailed to all the bidders who will have submitted their bids.
- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> portal. All bidders are advised to regularly check the website during the bidding period.
- 1.7 Prebid/Site visit will be based on prior booking where bidders will be required to request through the email address, [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).
- 1.8 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website: <https://kaa.go.ke/corporate/procurement/portal>. You are advised to regularly check the website during the bidding period.

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

## SECTION II – INSTRUCTIONS TO TENDERERS

### 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act (PPADA 2015).
- 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 price to be charged for the tender document is not applicable.
- 2.2.3 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 any 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/securing form
- xi) Performance security form
- xii) 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 Documents**

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 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.
- 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 **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" **31st March 2021 at 11.00 a.m.**

2.15.2 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".

2.15.3 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 2.15.1 no later than **31st March 2021 at 11.00 a.m.**

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 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 immediately after **31st March 2021 at 11.00 a.m** 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 2.2.3 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 tenderer's tender.

## **2.24 Award of Contract**

### **2.24.1 Post qualification**

- a) 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.
- b) 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.
- c) 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.

### **2.24.2 Award Criteria**

- a) Subject to paragraph 2.29 the Kenya Airports Authority 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.
- b) The Kenya Airports Authority 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 Kenya Airports Authority's action. If the Kenya Airports Authority determines that none of the tenderers is responsive; the Kenya Airports Authority shall notify each tenderer who submitted a tender.

- c) 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 Kenya Airports Authority 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 Kenya Airports Authority 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 Kenya Airports Authority notifies the successful tenderer that its tender has been accepted, the Kenya Airports Authority 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 Kenya Airports Authority.

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 Kenya Airports Authority, 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 Kenya Airports Authority.

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 Kenya Airports Authority may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Kenya Airports Authority 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 Kenya Airports Authority 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 cleaning 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers shall be duly registered Kenyan firms / companies wholly owned and controlled by persons who are citizens of Kenya.
2.11.1	The qualification requirements are as indicated in the evaluation criteria on Section VI
2.12.2	<p>The amount of tender security is <b>Kshs. 20,000.00 and valid for 150 days from closing day of the tender.</b> and shall be in the form of:</p> <ul style="list-style-type: none"> <li>d) A bank guarantee</li> <li>e) Cash</li> <li>f) Such insurance guarantee approved by PPRA</li> <li>g) Letter of credit</li> </ul> <p><b>Bidders shall be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</b></p>
2.13	The tender validity period is 120 days from the date of tender opening.
2.14.1 & 2.15.1	<p>The tender documents and attachments shall be submitted online.</p> <p>Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a> for login credentials early enough and not later than one (1) days before tender closing date. All relevant submission documents must be attached on the login screen (Technical</p>

	Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, Do not click and attach your documents on collaboration folder. click on “Technical Bid” the system will allow you to create a document, click “create” button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals/">https://www.kaa.go.ke/corporate/procurement/manuals/</a>
2.18	The tender shall be opened online and thereafter, a copy of the tender opening register will be sent to all the participating bidders through the email.
2.27	The performance security is 2.5% of the annual contract price.

**Pre-tender meeting/Site Visit**

A mandatory site visit/pre-bid meeting will be based on prior appointment. Bidders to request through the email, [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) .

A certificate of site visit (attached at the end of this document) will be signed after the visit

## EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, the following will be the evaluation criteria for determination of responsive tenderer leading to award of the contract:

### a) Mandatory Requirements

<b>_No</b>	<b>Requirement</b>	<b>Compliance</b>
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, <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a>	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 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	Must meet

	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.	
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.	<p>The amount of tender security is <b>Kshs. 20,000.00 in the format provided above.</b></p> <p><b>Bidders shall be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</b></p>	Must Meet
19.	Attach copy of valid National Environmental Management Authority (NEMA) certificate	Must meet

**b) Technical Evaluation**

i). The tenderer to list the number of staff it intends to use.

**Minimum Compliance Table**

**Description**                      **Minimum**              **Indicate Minimum Salary**    **Total Per Annum**  
    **No. of Staff**              **per month Inclusive of**  
    **House Allowance**

**Supervisor**

**Stewards**

<b>No</b>	<b>Requirement</b>	<b>Aspect</b>	<b>Compliance</b>
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.) Provide 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

<b>No</b>	<b>Requirement</b>	<b>Aspect</b>	<b>Compliance</b>
2	Must attach proof of access to required KEY equipment - One lorry to cart away the waste to the County Government of Mombasa duly authorised dumpsite.	Proof should be in the form of log book or lease agreement (signed by both parties and accompanied by owners log books),	Must meet
3	Attach operational chart to undertake the works that should include infectious waste management.	Not more than one page	Must meet

**c) Financial Evaluation**

The bidder is required to fill in the Form of Tender and Bill of Quantity provided in the bidding document.

The tender sum as submitted and read out 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

**BILLS OF QUANTITIES**

	<b>S/N</b>	<b>Item Description</b>	<b>Quantity per month</b>	<b>Unit Price</b>	<b>Total Cost Per Month</b>	<b>Total Cost Per annum</b>
<b>A.</b>	1.	Mixed waste (e.g. paper, plastic, glass, green, metallic and others).	Estimated waste weight (ton) mixed waste per day.  3.5 tons per day			
<b>B.</b>	2.	Plastic waste polythene lining bags (transparent) to be supplied monthly in specific quantities.				
		240litres	1,500 pieces per month			
		360litres	120 pieces per month			



		660 litres	150 pieces per month			
Subtotal Exclusive of VAT						
Add VAT @ 16%						
Grand Total Inclusive of VAT @ 16% to be transferred to Form of Tender						

**N/B: The details/specifications of the requirement is as per Sam**

**SECTION III: GENERAL CONDITIONS OF CONTRACT.**

**3.1 Definitions**

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

(a) The “Employer” shall mean Kenya Airports Authority, the organization Procuring the services under this contract.

(b) The “authority” shall mean Kenya Airports Authority.

(c) The “Employer’s Representative” shall mean the Airport Manager, Moi

International Airport.

(d) The “supervisor” shall mean the person appointed by the Employer to act as Contract overseer.

(e) The “Contractor” shall mean the person whose tender has been accepted by

The Employer.

### **3.2 Termination for Default**

- a) 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:
  - b) 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.
  - c) If the tenderer fails to perform any other obligation(s) under the Contract.
  - d) 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.
  - e) If the workers of the contractor go on an industrial strike, and services are not rendered for one full day of 8hrs, the contract shall be terminated.
- f) In the event the Kenya Airports Authority (KAA) terminates the Contract in whole or in part, or the contractor issues a termination notice, KAA may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered at the current market rate, and the tenderer shall be liable to the Kenya Airports Authority for any excess costs for such similar services.

### **3.3 Termination of 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.

### **3.4 Termination for convenience**

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 contract is terminated and the date on which such termination becomes effective.

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

### **3.5 Resolution of disputes**

a) 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.

b) 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 SECTION 33** of the KAA Act shall prevail

### **3.6 Governing Language**

a) 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.

### **3.7 Force Majeure**

a) 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.

### **3.8 Applicable Law**

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

### **3.9 Notices**

a) 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.

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

### **3.10 Termination**

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

a) By Breach of Contract

i) The Contractor frequently fails to provide services of acceptable standards set by KAA in the performance of this Agreement and/

ii) The Contractor fails to perform any other obligation under this Agreement.

b) 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 to offset fees and charges in lieu of such notice;

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

### **3.11 Confidentiality**

a) The Contractor, its Cleaning personnel, 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.

### **3.12 Assignment**

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

### **3.13 Sub-Contract**

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

### **3.13 Performance Security**

a) The Contractor shall before executing this agreement furnish KAA 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 validity of one year hence must be renewed one month before the expiry date for each year of the contract period.

### **3.14 Notice Addresses**

a) 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 FAX or by E-mail and shall be deemed to have been received by the addressee within three (3) days of posting or 24 hours if sent by FAX or E-mail.

#### 4.0 SECTION IV SPECIAL CONDITIONS OF CONTRACT

Special Conditions of contract shall supplement the General Conditions of contract. provision herein shall prevail over those in the general conditions of contract.

Whenever there is a conflict, the

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
3.5	Performance security shall be valued at 10% of the total contract price, in the format provided and shall be in any of the following forms:  a) Cash or  b) Banker's cheque or  c) A bank guarantee or  d) Such insurance guarantee approved by the Authority. The insurance policy number must be provided or e) Letter of credit.

#### 4.0 Contract Documents

4.1 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) Bills of Quantities (BQ)/ Schedule of Rates
- (f) Services Level Agreement
- (g) Key performance Indicators
- (h) Form tender and price schedule

## **4.2 PAYMENT TERMS**

Kenya Airports Authority's payment terms are within 60 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.

## **4.3 INDEMNITY**

4.3.1 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.

## **PROVISION OF WASTE MANAGEMENT SERVICES AT MOI INTERNATIONAL AIRPORT**

### **SCOPE OF WASTE MANAGEMENT WORKS**

The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the management and shall comply with and adhere strictly to the management's instructions and directions. The contractor shall perform the services for a duration of one (3) year renewal subject to performance and not exceeding three consecutive years in the following areas:

- Waste collection
- Waste transfer station
- Waste transportation.

### **Form of Contract**

A written Contract Agreement between the Authority and the contractor which should be duly signed by both parties to the contract.

### **Main Services**

Waste management services includes but not limited to the following activities;

#### **I. Waste Collection:**

- The contractor shall be required to collect waste from the secondary transfer station and transport them to the tertiary transfer station for further sorting.
- The designated transport route will be advised by the airport manager



- The contractor will ensure that waste is collected daily; however, the airport manager, after an assessment of the process, may provide an alternative schedule.
- The contractor will also collect other waste that will be stored in designated areas and dispose it as advised by the Airport Manager.
- The contractor will also ensure that the sites around the transfer stations and the tertiary transfer stations are clean and odorless at all times.

## **II. Waste transfer station**

- The contractor shall ensure good housekeeping at all times around and within the KAA environment facility.
- The contractor will ensure that the environment facility are washed and disinfected on a daily basis.
- All transfer stations must be kept clean, disinfected and odorless at all time.

## **III. Waste Transportation:**

- The contractor will ensure that all the waste for disposal as advised by the Airport Manager or representative is transported to the designated county council of Mombasa disposal site on a daily basis without fail.
- The contractor will be required to use a NEMA licensed waste transporting truck.

- The contractor shall use vehicles recommended for refuse disposal as per traffic and local government regulations and by – laws.
- The contractor shall provide specific identity of all vehicle to be used for the purpose of furtherance of the contract.
- The contractor shall ensure waste does not spill or overflow as it is transported and shall indemnify the authority for any damage caused for non-adherence to any part of law, regulations, or acts and omissions.
- The contractor shall ensure that there will be no illegal activities such as scavenging between the airport and the final destination.
- The contractor will be required to ensure regular maintenance of the truck and obtain insurance services. Regular inspections shall also be done to ensure that this condition is strictly fulfilled.
- The contractor will be required to ensure that all transfer stations and the waste collection truck are cleaned and disinfected on a daily basis.

**vi. Disposable of hazardous materials:**

Used face masks, surgical hand gloves contaminated isolation gowns and contaminated mops shall be disposed in the yellow bins provided and no other

**6. Minimum Requirements for Materials and Equipment.**

The materials and equipment provided must be adequate to provide the services required to the required standards 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.

Whenever need arises the contractor will be required to provide extra equipment at no extra charge in order to maintain the required standard;




**Consumables to be provided during the contract period as a minimum**

- Hand washing and bathing soap/cream for contractor’s staff
- Detergents for washing contractor’s facility, uniforms and equipment
- Disinfectant for cleaning of the waste storage areas
- Waste polythene bags for collection and temporary storage of the contractors waste.

**10. CHECKLIST FOR WASTE MANAGEMENT SERVICE**

<b>ITEMS/ACTIVITY</b>	<b>REMARKS</b>
<b>WASTE MANAGEMENT SUPERVISOR QUALIFICATION</b>	
<ul style="list-style-type: none"> <li>• Diploma in Environmental Science, Environmental Studies, Environmental Management, OR Environmental Planning, only.</li> </ul>	
<b>PERFORMANCE SECURITY</b>	
<ul style="list-style-type: none"> <li>• Performance security (issued by a reputable Bank operating in Kenya) whose value shall be equivalent to <b>1% of the Contract Value</b>. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.</li> </ul>	
<b>SECURITY</b>	
<ul style="list-style-type: none"> <li>• Valid KAA security passes</li> </ul>	

<ul style="list-style-type: none"> <li>• Company approved identification cards bearing the company name, the personnel passport photograph, identification number of personnel, personal number (pin number) and expiry date of the company identification card (validity to be 1 year maximum).</li> </ul>	
<b>UNIFORM</b>	
<ul style="list-style-type: none"> <li>• Two (2) sets of uniform</li> <li>• Two (2) pairs of safety shoes (to be cleaned and stored in the office)</li> </ul>	
<b>SAFETY WEAR</b>	
<ul style="list-style-type: none"> <li>• 2 pairs of ear plugs</li> <li>• reflector jackets</li> <li>• gumboots,</li> <li>• leather gloves</li> <li>• gas masks</li> <li>• first aid boxes</li> </ul>	
<ul style="list-style-type: none"> <li>• Provision of transportation to his employees to and from the Work site.</li> </ul>	•
<b>WASTE WORKS ORDERS</b>	
<p><b>Specific Waste Management works orders</b> within fourteen (14) days</p> <ul style="list-style-type: none"> <li>• The number of Waste Management personnel required on site.</li> <li>• The targets to be met</li> <li>• Uniform and dress standards</li> <li>• General duties</li> <li>• Required documentation: Waste Management rosters, attendance registers, duty rosters and any other necessary documentation.</li> <li>• Mandatory meetings</li> <li>• Time for reporting for duties</li> </ul>	
<b>TRANSPORT</b>	
<ul style="list-style-type: none"> <li>• Garbage compactor truck/lorry/canter</li> </ul>	
<ul style="list-style-type: none"> <li>• Valid license/permit to dispose of waste in the County of Mombasa</li> </ul>	

<b>TOOLS</b>	
<ul style="list-style-type: none"> <li>• Jembes/hoes – No. 2</li> <li>• Knapsack Manual/motorized – No. 1</li> <li>• Rakes – No. 2</li> <li>• Wheel barrows – No. 2.</li> </ul>	
<ul style="list-style-type: none"> <li>• Sweeping brooms – No. 2</li> <li>• Hand brushes - No. 2</li> <li>• First aid boxes complete with required furnishing (75 % staff training in first aid) <ul style="list-style-type: none"> <li>✓ Advanced kit – No. 1</li> <li>✓ Normal portable kit – 2No.</li> </ul> </li> </ul>	•
<b>PHOTOS OF THE SAMPLES ENVIRONMENT HEALTH AND SAFETY ITEMS</b>	
	
KHAKI OVERALL    SHIRTS AND TROUSERS/SKIRT	
	
SAFETY GOGGLES	
	
MOUTH MASK REFLECTOR JACKETS	



We certify that we have inspected all the items/activity/process mentioned above that M/s Virgin Clean are expected to deliver/provide/meet before commencing operations at Moi International Airport as stipulated in the tender document KAA/ES/I055/ENV and hence is ready to commence implementation of the contract on waste management service at MIA under Contract No. ....			
<b>NAME</b> <b>DATE</b>	<b>DESIGNATION</b>	<b>SIGN</b>	
<b>NAME</b> <b>DATE</b>	<b>DESIGNATION</b>	<b>SIGN</b>	
<b>NAME</b> <b>DATE</b>	<b>DESIGNATION</b>	<b>SIGN</b>	

## **7. PERFORMANCE APPRAISAL**

On a monthly basis the employer's representative(s) and the contractor shall conduct a comprehensive assessment/appraisal and record the findings in format as derived from the bill of quantities every Friday. Such records shall form part of subsequent deliberations and /or action for monthly evaluation using the form in the appendix. This form will be customized to reflect the scope derived from the bills of quantities in the various locations and the environmental management standards

## **8. CONFIDENTIALITY**

The contractor ,his/her employees and agents shall not at any time during or after termination of this agreement divulge or allow to be divulge to any person or third party any information relating to the business or affairs of KAA.

## **9. PAYMENT TERMS**

- The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.
- The contractor is expected to pay the employees the minimum gazette amount in accordance to the labor laws and regulation in Kenya.
- A scanned copy of the master roll for the payment will be submitted on the 15<sup>th</sup> day of every month to the airport manager or his representative using the official email address submitted by the bidder to the organization for purposes of communication.
- Invoice for payment should be submitted to Kenya Airport Authority head office by the 1<sup>st</sup> day of every month.
- The contractor will deduct and submit all statutory payments (N.H.I.F, NSSF and PAE) as outlined under the labour laws.



## **10. PROVISION AND STANDARD OF SERVICE**

- The contractor shall provide services of acceptable standards set by KAA 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 KAA;
- Frequent and inexcusable delays by the contractor in the performance of its obligation hereunder shall give raise to sanctions and imposition of liquidated damages by KAA
- If at any time during the performance of this agreement the contractor encounters conditions affecting timely provision of services, the contractor shall immediately and without any delay notify KAA in writing of the condition ,its cause and duration and possible solution thereto and as soon as practicable KAA shall evaluate the condition and may, at its sole discretion, waive the contractors obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this agreement without ant notice.

## **11. STAFF IDENTIFICATION**

The contractor shall provide uniforms and name tags which shall be worn all the time including protective gear as shall be appropriate. The contractor shall provide to KAA a list of staff and the copies of their National Identity Cards and certificate of good conduct. Where there are changes in staffing KAA should be notified prior to deployment of the new staff.

## **12. MANPOWER STRENGTH**

Manpower strength of key personnel proposed for the contract,

**The total manpower will be as follows:-**

Waste management Supervisor - 1 no  
Waste management attendants - 2 no

### **13. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

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 favor or disfavor to any person in relation to this or any other contract with the employer.

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.

### **14. PROBATION PERIOD**

The contractor shall provide the services to KAA on a probationary basis for the first three (3) months from the commencement of this agreement and subject to performance during this period the agreement may be confirmed or terminated in writing at the discretion of KAA.

### **15. NOTICE ADDRESSES**

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.

## **16. INDEMNITY**

The contractor shall indemnify and keep indemnified KAA ,employees and public 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, his/her employees or agents whilst performing their duties under this agreement and against the dishonesty of its employees whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KAA, his/her employees or agents or third parties lawfully on the premises by reason of any act or omission or neglect of his/her employees or agents.

## **17. CLAIMS**

Notice of all claims by KAA in respect to any loss damage 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 damages loss or injury.

## **18. INSURANCE**

The contractor shall insure its employees engage in the performance of its 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 of negligence or default of KAA, his/her employees or agents.

The contractor will indemnify KAA against all actions, claims and demands in respect of such injury.

The Contractor shall be required to produce the insurance policy from a reputable organization to ascertain that all the employees are covered in case of any accident when taking over the contract.

## **19. SALARY PAYMENT/BENEFIT**

Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage – indicative minimum salary for environmental management services personnel in a timely manner but not later than the fourth day of each month. Proof of payment shall be submitted to KAA every month. Late payment shall not be tolerated under any circumstances.

The contractor shall ensure that all staff receive one (1) month paid leave for every one year of employment.

KAA reserve 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.

## **20. SECURITY PASSES**

- All contractor staff shall carry their staff ID cards ,however for staff working at the airside, they must also obtain valid security passes which should be worn at all times when on duty.
- All the contractors' staff must obtain a certificate of clearance/certificate of good conduct from the police.
- Each person shall be responsible for the safe keeping of his/her pass. Passes shall remain the property of KAA security Dept. Any lost or stolen cards must be reported to KAA immediately, and all costs related to replacement of such cards shall be borne by the contractor.

## **21. UNIFORM**

- Contractor shall provide and maintain a high standard of cleanliness to all uniforms (including footwear), plus provide name tags to be worn by contractor personnel in performance of their respective duties under this contract.
- KAA reserves the right to approve the design style, fabrics and colors for uniforms and quality of shoes to be provided by the contractor to his personnel providing services under this contract.
- Two (2) sets of uniform and two (2) pairs of safety shoes to be provided to each employee annually.

- The contractor shall provide safety wear including but not limited to 2 pairs of ear plugs per year, reflector jackets (1 per year), gumboots, leather gloves and gas masks (2 times per year), first aid boxes that are always fully stocked and other necessary equipment and tools which shall form part of the grading procedures.
- Uniforms to be replaced at a minimum on an annual basis and earlier if deemed necessary by KAA representatives.
- All uniforms and safety wear shall be subject to regular inspection by KAA representatives. Contractors personnel shall ensure that the uniform and safety wear are clean and their appearance is neat and tidy at all times while providing the services.
- All contractors' personnel shall wear a name tag that will be styled and colored as approved by KAA. The name tag shall reflect workers true identity.
- All cost related to uniforms, safety shoes and other safety wear shall be borne by the contractor.

## **22. MONTHLY REPORT, REPORT, MEETING AND PERFORMANCE EVALUTION**

- a. A contract top management meeting shall be held in January, April, August and December and attended by the Employer's Representative and the contractor. 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's Representative. The responsibility of the parties for action 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.
- b. An informal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary.
- c. Communication between parties shall be effective only when in writing through letter or official email address.

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 average serviced v/s required in the contract.
- b. Status of environmental Management Equipment.
- c. Actual manpower histogram v/s planned number of personnel, absenteeism, replaced personnel etc., this to be provided on monthly basis.
- d. Areas of concern encountered during performance of the service (i.e. access to work site, technical issues etc.), this is to be provided on monthly basis.
- e. Any incident /accidents shall be reported immediately to the concerned KAA Representative. Contractor personnel shall fill incidence/accident forms to be provided by KAA highlighting any incidence /accident occurred. This shall also be reported in the monthly report for any incidence /accident that took place during that month.
- f. Salary report including a copy of payroll stating that all salaries have been paid on time, this shall be submitted on monthly basis.
- g. Her reports as requested by KAA Representative.

### **23. ENVIROMENTAL CONSIDERATION**

The contractor is therefore required to be observing the following:

- a. Use of green products
- b. Energy reduction
- c. Use of environmentally friendly material.
- d. Reduction of water usage
- e. Reduction of waste.
- f. Use of “green” energy efficient equipment.

### **24. COMPLAINTS**

- a. The Airport Manager’s representative shall receive all complaints and received directly by the Contractor will be redirected to the Airport Manager’s representative forthwith.

- b. The Airport Manager's representative shall deal with such complaints requiring his 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 the complaint was resolved.
- c. 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 revoke the default provision.

## **25. PERFORMANCE MANAGEMENT**

The contractor must perform the required services to standard acceptable to KAA .Key performance indicators (KPI) will be establishes to measure the ongoing performance of the Contractor and shall form part of supplier appraisal

KAA would apply the following KPIs as attached in appendix 2:-

- a). Standard of cleanliness
- b).Environmental management complaints
- c).Customer service
- d).Safety Management system
- e).Stability of supervisor and staff
- f).Presentation and uniform
- g).Environmental Management staff attendance

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

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

The Kenya Airports Authority shall carry out routine and random inspections of the contract areas as specified in the scope of works and bill of quantities.

Where the inspection or survey indicates that the Contractor has not performed to the specified standards, the Authority shall deduct from the contract price, the cost of material and labor and of the service for which the contractor is in default and Authority has had to rectify.

In the event that the Contractor fail to meet its performance obligation despite request to perform, the authority shall engage an alternative contractor to perform the required services and the cost incurred in this process shall be borne by the former contractor and said amount shall be deemed due on completion and shall be claimed from the former contractor by KAA.

The Kenya Airports Authority shall evaluate the performance of the service contractor and at its absolute discretion grade and service levels in respect of each month.

Grading for performance standards attained in each month shall be made in the following manner.

90% and above	-	Excellent
80% and above	-	Good
Between 60% and 79%	-	Average
Between 50% and 59%	-	Poor
49 and below	-	Very Poor

In the event that the level of service provided is not satisfactory and falls within the brackets below, the Authority shall deduct from the applicable contract price in respect of the relevant month as follows:-



Evaluated Performance	Deduction
i. 90% and above (Excellent)	
ii. 80 and above (Good) .....	Nil Deduction
iii. 60% to 79% .....	10% Deduction
iv. 50% to 59% .....	30% Deduction
v. 49% and below to be paid what they score	

- Performing below 59% consistently for three consecutive months shall call for initiation of contract termination process.

**26. EXPECTATIONS AND REPOSIBILITIES OF THE PROVIDER/CONTRACTOR.**

1. The Contractor shall pay the employee a monthly salary as specified by KAA in the Bill of Quantities on breakdown of staff remunerations.
2. The Contractor shall be required to conduct in –house training for all his operational staff annually to cope with emerging trends in the Environmental Management standard required in various areas of operations .This training **MUST** be conducted by qualified resource person.
3. The Authority shall not be liable for any injury to the tenderer ,his/her employees or licensees caused in the course of /or consequential upon the performance of the services contracted herein.
4. The Contractor 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 secured at all times from theft by his/her employees and all kind s of risks which may occasion loss and or damage.

5. Any employee and /or agent of the Contractor misconducting himself /herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Authority shall be liable to instant removal from the KAA and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the Authority.
6. The Contractor, his/her employees and /or agent shall at all times comply with all at regulations and directives ,which may be issued from time to times in connection the operations of Airports by the Authority.
7. The Contractor shall be liable for and shall indemnify or 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 Authority or any third parties arising from or in connection with any neglect or wrongful omission or willful default of the Contractor, its employees, agents or sub-Contractor, arising from or in connection with the performance of the services.
8. Subject to the provisions of the Civil Aviation and 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 with the operation of Airport ,the Authority shall grant to the Tenderer ,his/her employees or agents full access to and from the contract areas for the purpose of performance of the services under this contract upon fulfillment of set requirements.
9. The Contractor, the Contractor's 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 loss or damages incurred by Authority as a result of Contractor's or his/her employees' or agents' failure to observe or comply with such requirements.
10. The contractor shall at all times diligently observe all labor laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labor preservation of peace and protection of persons and property in the Airport.
11. The Contractor, shall be required to be compliant with NSSF and NHIF requirements and regulations for all employees.
12. The Contractor shall not assign its rights, obligations and /or benefits under its contract or sub-contract any service herein. Any allotment or transfer of shares by Contractor which substantially alters or affects ownership or control by Contractor shall for the purpose of this clause be deemed an assignment or transfer of this agreement.
13. Due to precautions shall be taken by the Contractor at his own cost to ensure safety of his staff and labour and in collaboration with and to the requirements and due satisfaction of Port Health and at all times to comply with all standard 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 medical officer of Port Health at all reasonable times to inspect

the operation of the contract relating to the provisions of the services and all materials, equipment's, disinfectants and detergents used in connection therewith

14. The Contractor shall be required to issue recommendation letters to employees when needed.

15. The Contractor shall be required to issue employment letters before taking over the contract.

## **SECTION VII- STANDARD FORMS**

**FORM OF TENDER**

Tender No **CAA/OT/0080/2020-2021**

To; Kenya Airports Authority  
P.O.Box 49010-00501,.  
Nairobi

Gentlemen and/or Ladies:

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

*[Provision of Waste Management Services at Moi 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>Part 2 (a) – Sole Proprietor                  Your name in full..... Age.....                  Nationality.....Country of Origin.....                  Citizenship details                  .....</p>																				
	<p>Part 2 (b) – Partnership                  Given details of partners as follows</p> <table border="1"> <thead> <tr> <th data-bbox="678 1105 779 1138">Name</th> <th data-bbox="989 1105 1136 1138">Nationality</th> <th data-bbox="1297 1105 1535 1138">Citizenship details</th> <th data-bbox="1671 1105 1766 1138">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="737 1146 758 1170">1.</td> <td data-bbox="779 1146 1871 1170">.....</td> <td data-bbox="1297 1146 1871 1170">.....</td> <td data-bbox="1671 1146 1871 1170">.....</td> </tr> <tr> <td data-bbox="737 1179 758 1203">2.</td> <td data-bbox="779 1179 1871 1203">.....</td> <td data-bbox="1297 1179 1871 1203">.....</td> <td data-bbox="1671 1179 1871 1203">.....</td> </tr> <tr> <td data-bbox="737 1211 758 1235">3.</td> <td data-bbox="779 1211 1871 1235">.....</td> <td data-bbox="1297 1211 1871 1235">.....</td> <td data-bbox="1671 1211 1871 1235">.....</td> </tr> <tr> <td data-bbox="737 1243 758 1268">4.</td> <td data-bbox="779 1243 1871 1268">.....</td> <td data-bbox="1297 1243 1871 1268">.....</td> <td data-bbox="1671 1243 1871 1268">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....
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1.	.....	.....	.....																		
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3.	.....	.....	.....																		
4.	.....	.....	.....																		
	<p>Part 2 (c) – Registered Company                  Private or Public</p>																				

	<p>State the nominal and issued capital of company  Nominal Kshs.  Issued Kshs.  Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="676 386 772 418">Name</th> <th data-bbox="989 386 1136 418">Nationality</th> <th data-bbox="1297 386 1535 418">Citizenship details</th> <th data-bbox="1671 386 1759 418">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="737 427 772 459">1.</td> <td colspan="3" data-bbox="789 427 1871 459">.....</td> </tr> <tr> <td data-bbox="737 464 772 496">2.</td> <td colspan="3" data-bbox="789 464 1871 496">.....</td> </tr> <tr> <td data-bbox="737 501 772 534">3.</td> <td colspan="3" data-bbox="789 501 1871 534">.....</td> </tr> <tr> <td data-bbox="737 539 772 571">4.</td> <td colspan="3" data-bbox="789 539 1871 571">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....			2.	.....			3.	.....			4.	.....		
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1.	.....																				
2.	.....																				
3.	.....																				
4.	.....																				
	<p>Date.....Signature of Candidate.....</p>																				

**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 *[insert number of months or 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

**PRICE SCHEDULE WASTE MANAGEMENT SERVICES: PRICING STRUCTURE**

Type of waste	Estimated waste weight (ton) mixed waste per day.	Charges per ton (Ksh.)	Charges per month (Ksh.)	Charges per year (Ksh.)	Charges for 6 months (Ksh)
Mixed waste (e.g. paper, plastic, glass, green,					

metallic and others).					
<b>Subtotal - A</b>					

Item	units	Quantities	Total cost per month	Total cost per year	Total cost per 6 months
Plastic waste polythene lining bags (transparent) to be supplied monthly in specific quantities.					
<b>Subtotal - B</b>					

In case of discrepancy between unit price and the total, total price as stated in the form of tender shall prevail

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)*\_\_\_\_\_

\_\_\_\_\_

## **SERVICE LEVEL STANDARDS FOR GARBAGE COLLECTION**

1. All garbage collection shall be collected once daily from the Airport collection area and taken to Mwakirunge dumping site in accordance with Mombasa municipal council. Garbage shouldn't be dumped anywhere in Mombasa

Removal and disposal from the main refuse centre and transfer to Mwakirunge site shall be done once a day between 1200hrs and 1500hrs but the site will be clear of Garbage.

2. The contractor shall adhere to the rules and regulations of Mombasa municipal council when transporting the garbage. The contractor shall ensure that garbage does not spill or overflow as it is transported.

3. The contractor shall provide appropriate protection uniform approved by KAA i.e. Reflector jackets, gumboots, gloves and mouth masks.

4. All staff should use suitable working tools as provided in public health and safety regulations i.e. Spades, rakes, brooms, dustpan, transparent disposable plastic bags.

5. Garbage receptacle shall not be left to overflow with garbage. Your personal shall be called upon to empty it.

6. A special vehicle shall be used for refuse disposal as per traffic and local government regulations.

7. Garbage shall be disinfected daily at the Airport collection site before it is transported to Mwakirunge dumping site.

8. The contractor shall keep custody of at least one key to the garbage recycle which should always be locked to prevent scavenging.

9. A log will be kept indicating times that garbage is collected. A KAA representative will sign the log indicating effective performance.

10. A weekly performance report signed by the contractor's representative will be available to the Airport Manager.

11. Ensure litter bins are cleaned and disinfected after emptying.

12. Ensure the bin is lined with a liner to avoid leakage of fluids.

13. Ensure proper and frequent emptying of highly infectious waste is done under close supervision

14. Ensure the infectious bins are frequently cleaned and disinfected.

15. Ensure the waste is well secured and confined in red liner bags to avoid spilling