



**TENDER DOCUMENT  
FOR  
PROVISION OF CLEANING SERVICES AT NORTH RIFT REGION:  
ELDORET INTERNATIONAL AIRPORT, LOKICHOGGIO AIRPORT,  
ELDORET, KITALE AND LODWAR AIRSTRIPS**

**TENDER NO. KAA/OT/OPS/0068/2020-2021**

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

**MARCH 2021**

**Managing Director  
Kenya Airports Authority  
P. O. Box 19001 - 00501  
NAIROBI**

**General Manager (P & ES)  
Kenya Airports Authority  
P. O. Box 19001 - 00501  
NAIROBI**

## TABLE OF CONTENTS

	Page
<b>SECTION I: INVITATION FOR TENDERERS .....</b>	<b>3</b>
<b>SECTION II: INSTRUCTIONS TO TENDERERS .....</b>	<b>5</b>
<b>APPENDIX TO INSTRUCTIONS TO TENDERERS.....</b>	<b>17</b>
<b>SECTION III: GENERAL CONDITIONS OF CONTRACT.....</b>	<b>21</b>
<b>SECTION IV: SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>26</b>
<b>SECTION V: SCHEDULE OF REQUIREMENTS.....</b>	<b>46</b>
<b>SECTION VI: TECHNICAL SPECIFICATIONS.....</b>	<b>50</b>
<b>SECTION VII: STANDARD FORMS.....</b>	<b>62</b>

## SECTION I INVITATION TO TENDER

TENDER NO: **CAA/OT/EIA/OPS/0068/2020-2021** DATE: **16<sup>TH</sup> MARCH 2021**

TENDER NAME: **PROVISION OF CLEANING AT NORTH RIFT REGION: ELDORET INTERNATIONAL AIRPORT, LOKICHOGGIO AIRPORT, ELDORETAIRSTRIP, KITALE AIRSTRIP AND LODWAR AIRSTRIP (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD's))**

- 1.1** Kenya Airports Authority invites interested and qualified bidders to submit sealed bids **online** for the **Provision of Cleaning Services for General areas and Toilets at North Rift Region: Eldoret International Airport, Lokichiggio Airport, Eldoret Airstrip , Kitale Airstrip and Lodwar Airstrip.**
- 1.2** 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.
- 1.3** A complete set of Tender documents are downloadable free of charge from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>
- 1.4** 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](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than 3 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- 1.5** Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>

- 1.6 The tender shall be submitted online on or before **6<sup>th</sup> April 2021 at 11.00 am**. Late bids shall be rejected.
- 1.7 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.
- 1.8 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.
- 1.9 The Authority reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.
- 1.10 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.

### **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 in 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 **6<sup>th</sup> 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 **6<sup>th</sup> April 2021 at 11.00 am**. 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.

- 2.16.2 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 **6<sup>th</sup> 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 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**

2.4.2 All clarifications must be received at least three (3) days before the tender closing date.

2.13. The tender validity period is 120 days from the tender closing date.

2.14, 2.15 and 2.16.3-

Completed Tender documents and its attachments must be submitted **online** before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, click on “Tech Bid” the system will allow you to create a document, Click “create”). button and attach the documents and Financial Proposal on Price Submission Screen.

2.18. Tenders will be opened online immediately at the Conference room, 1st Floor, Kenya Airports Authority Headquarters complex building. Thereafter the opening register will be emailed to all participating bidders, there will be no Physical attendance by the public.

2.27 After fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish KAA with the performance security.

Performance security shall be valued at 1% of the total contract price, in the format provided and shall be in form of;

1. Cash or banker’s cheque, or
2. A bank guarantee, or
3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or
4. Letter of credit.

### a). Preliminary Requirements

Bidders shall submit the following 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 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:-  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. 1Piece of Toilet Seat Cover Sanitizer 1L  <b>N/B:</b>  <b>The successful bidder shall be required to submit the samples prior to commencement of services</b>	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

**(Failure to meet any of the above MANDATORY criteria will result in automatic disqualification and bidder shall not be eligible for technical or financial evaluation)**

**Note:**

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 review periods shall be disqualified at the Mandatory Criteria Stage irrespective of whether they have qualified or not.

**TECHNICAL REQUIREMENTS**

**Evaluation Matrix**

<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) 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"> <li>• Certified copies of academic</li> </ul>	Must meet	Must meet

No	Requirement	Aspect	Compliance
	certificates; <ul style="list-style-type: none"> <li>• Certified copies of professional certificates;</li> <li>• Curriculum vitae signed by the nominee;</li> <li>• Recommendation letter from current or previous employer;</li> <li>• A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and must be specific to this tender.</li> </ul>		
4	Provide a Work Plan/Schedule for not less than 16 hours, this shall include: <ol style="list-style-type: none"> <li>(i) Housekeeping safety procedures.</li> <li>(ii) Cleaning schedule per week</li> </ol>	Provide a template of each (not more than a page)	Must meet
5	Housekeeping Safety procedures <ol style="list-style-type: none"> <li>1. Correct use of Caution Signs,</li> <li>2. Correct use of PPEs, (Reflective jackets, Safety Boots, Nose masks, Rain Coats)</li> <li>3. Working at heights (safety harness and scaffolding)</li> <li>4. Safety Cleaning Procedures(use of correct Detergents, Chemicals, Polishes)</li> </ol>	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 of Quarterly	Daily/Weekly/Monthly Duties	Must meet

No	Requirement	Aspect	Compliance
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 the years (2016, 2017 and 2018) or (2017, 2018 and 2019)	Provide audited accounts	Must meet
10	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: <ul style="list-style-type: none"> <li>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</li> <li>b) Overdraft facility from a commercial bank specifically for this tender indicating the amount to be availed or</li> <li>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</li> </ul>	Must be provided	Must meet

No	Requirement	Aspect	Compliance
	<p style="text-align: center;">thousand or</p> <p>d) A combination of any of the above.</p>		

**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**

A mandatory site visit/pre-bid meeting will be based on prior appointment. Bidders to request through the email, 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 well conversant to appreciate the scope of work. They will be required to carry valid Identification Documents (National Identity Card/Passport) for security screening and 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.

**3.17.2A** 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: -

<b>Evaluated Performance</b>	<b>Deduction</b>
• 70% to 79.9% (Fair)	5%
• 50% to 69.9% (poor)	10%
• Below 50% (very poor)	30%

**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.

- 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.
- 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 top 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. 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**

- 16.1.1 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 Housekeeper**

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

- a) Must be trained and qualified with a Diploma 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 Housekeeper must have a minimum of three (3) years' relevant work experience in Housekeeping as a Housekeeper (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)
- e) Computer literacy certificate(s) from recognized institutions (An added advantage)

### **Site Supervisors**

17.2 The contracted Housekeeping Supervisors on site must have the below listed qualifications

- a) Trained and Qualified Housekeeping supervisors Three (3) in number with one (1) Year Certificate Course in Housekeeping Training from a Recognized Government Institution of Higher Learning such as Kenya Utalii College, Kenya Polytechnic or Equivalent (subject to due diligence)
- b) Form Four Certificate/O Level
- c) The supervisor must have a minimum of Two (2) Years relevant work experience as supervisor in Housekeeping or Public Area category (Copies of Certificate and CVs and Recommendation Letters from Employers must be provided (subject to due diligence)
- d) Good communication and managerial skills (An added advantage)
- e) Computer literacy certificate(s) from recognized institutions (An added advantage)

### **Site Cleaners/Stewards**

- a) Form Four Certificates /O level Education
- b) Minimum of **site cleaners'/stewards personnel in number will depend on contract site lots.**

17.3 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.

17.4 The contractor shall provide transportation to his employees to and from the work site.

The contractor shall also provide transportation within the services work area, as and when required.

## **18. STAFF IDENTIFICATION**

18.1 The contractor shall provide uniforms for their staff members and name tags 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 in Eldoret 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 month's 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** **Provision of transportation to his employees to and from the Work site. Contractor shall also 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. MAINTENANCE**

**38.1** The successful contractor shall carry out minor repairs to fixtures and fittings. These shall be carried out immediately where practicable or by no later than the following working day. No additional payments shall be made for the provision of this service and the Contractor shall include for this within his Tender. Minor repairs include but are not limited to: -

- (i) Ensuring that fixtures and fittings are secured (e.g. toilet roll holders, door locking bolts etc.);
- (ii) Repair and adjustment of W.C. flush linkages (excluding providing replacement parts);
- (iii) Renewing and refitting cistern chains and cables;
- (iv) Tightening unions to stem water leaks.

**38.2** The Contractor shall carry out the above maintenance upon receipt of an order from the Airport engineer. Payment for this service shall be at the appropriate rate in the Bill of Quantities.

## **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 Will depend with stations
- 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 Nairobi 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 lead to termination of the contract.
- 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.
- 40.8** 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.
- 40.9** 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.
- 40.10** 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.
- 40.11** 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.
- 40.12** 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.
- 40.13** 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.
- 40.14** 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 polices of insurance and the receipts for payment of the current premiums.

**40.15** 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.

**40.16** 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.

**40.17** 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.

**40.18** 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.

**40.19** The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.

**40.20** 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.

**40.21** 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.**

## **41. SECTION V: SCHEDULE OF REQUIREMENTS**

### **41.1 SCHEDULE OF REQUIREMENTS**

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 order at all times. Tools and equipments shall include but not limited to the following:

### **41.2 OPERATIONS PLAN**

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

- a) Deployment of staff to cover 15 hours, on daily, weekly and monthly basis,
- b) Distribution of equipment to achieve intended purpose in all areas.
- c) A detailed work plan showing allocation of duties
- d) A Supervisor daily checklist board approved by the Authority Representative.
- e) Emergency or contingency measures in terms of staffing for any eventuality like water shortage, flight delays, flooding, flight cancellations, VIP movements etc
- f) Transport of staff to and from airport
- g) Provisions of water storage containers in case of occasional water shortages.
- h) Supervision policies and Job Description for the Executive Housekeeper and Housekeepers (Shift in-charge)

### **41.3 MANPOWER STRENGTH**

- 1. Manpower strength of key personnel proposed for the contract,
- 2. Organization structure
- 3. Staff qualifications and experience relevant to housekeeping services
- 4. To provide a Job description for each employee as per his/her level or title.
- 5. All staff will be required to provide Certificate of Good Conduct subject to issuance of Airport Security Passes.

**i) Head Housekeeper.**

Diploma in house keeping with two years' experience in a busy environment or any other equivalent training or a Degree in Hospitality or Home Economics and any other related training and relevant computer proficiency certificate with 1-year experience.

**ii) Shift leaders / supervisor**

Certificate in house keeping with one-year experience in a busy environment or any other equivalent training.

**iii) Stewards**

Certificate in "0" Level or a mean Grade in KCSE of D+ (plus)

Mature with basic knowledge of housekeeping procedures.

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

Lot 1 E.I.A

No	Designation	Minimum number
1	Station Head House Keeper	01
2	Shift leaders	01
3	Stewards + a plumber	15

**Lot 2 Loki Airport**

No.	Designation	Minimum Number
1.	Shift leader	01
2.	Stewards + a plumber	03

**Lot 3 Lodwar Airstrip**

No.	Designation	Minimum number
1.	Stewards	02

### **Lot 4 Kitale Airstrip**

<b>No.</b>	<b>Designation</b>	<b>Minimum number</b>
<b>I.</b>	<b>Stewards</b>	<b>02</b>

### **Lot 5 Eldoret Airstrip**

<b>No.</b>	<b>Designation</b>	<b>Minimum Number</b>
<b>I.</b>	<b>Steward</b>	<b>01</b>

### **Quality Assurance**

The supervisor will be expected to inspect and verify the quality of works round the clock. All concourses and verandas (Lot 1 ,2 ,3, 4, 5) will 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 Kentucky mops or equivalent to speed up drying.

### **Polished Surfaces**

The shine should be maintained always. In rainy season there should be adequate manpower, enough traffic wax and emulsion polish application to restore the gloss of the floor.

### **Salary Payment/Benefits**

Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage indicated in the table below – indicative Minimum Salary in a timely manner but not later than the fifth day of working each month. Proof of payment shall be submitted to KAA every month. Later payment shall not be tolerated under any circumstances.

KAA reserves the right to ask for proof of payment at any time. KAA will audit the Contractors payroll quarterly for compliance.

### **42. DURATION OF THE CONTRACT**

The tenderer shall provide the service for duration of two (2) years from the date of commencement of this Contract (hereinafter referred to as “**the term**”). However renewal of year 2 shall be subject to satisfactory performance. This contract shall be deemed to have commenced immediately on signing by both parties and issuance of the commencement letter specifying the commencement date.

### **43. TECHNICAL SPECIFICATIONS - SCOPE OF SERVICE**

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.
- Hoover 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**

- Strip and polish weekly and buff daily to keep the tiled floors devoid of stains, stickers, litter and any form of dirt and to retain them shiny at all times,

##### **iv) Wooden Surfaces**

- Clean to retain the clean and polish at all times,

#### **b) Walls, Pillars and metal beams**

- 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 all stairs, remove all dirt, litter, stains and spills.

#### **d) Glass partitions, windows, doors and sign boards**

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

#### **e) Furniture, Counters, Booths, Desks**

- Clean and shampoo upholstered furniture on monthly basis or when necessary

- Clean and polish upholstered furniture using recommended leather 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 disused and broken furniture, collect and move it to designated areas
- Transfer furniture to different location when need arises
- Mend minor tears to avoid further damage through 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, and Pathways**

- Scrub and clean pavements
- Sweep and remove all litter

#### **i) Waste Bins**

- Provide high quality waste bins and transparent color coded polythene linings in the entire airport
- Collect and manage all refuse in the entire airport lounges, restaurants and offices including for all tenants, restaurants, and shops and restrooms seal and transfer to designated refuse trolley area.
- Clean and disinfect them daily

#### **j) Telephone heads**

- Damp-wipe with detergent solution and sanitizer daily

#### **k) Conveyor belts, Check-in counters, boarding gate counters and Screening Machines.**

- Collect all rubbish and papers, dust, damp-clean, remove all stains and stickers
- Polish belts daily and metal rails daily
- Degrease under the conveyor belts when necessary
- Remove stickers and gums daily.

### **l) Roof Tops and open Aluminums grooves**

- 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.

### **m) V.I.P. Lounge**

- Clean and maintain the lounges at very high standards and appearance
- Remove and Dry-clean curtains, towels, mats and upholstery.
- Provide recommended air fresheners to be installed with (automatic dispenser)
- Clean and polish furniture daily
- Clean and shampoo upholstered furniture on monthly basis or when necessary
- Hoover the carpets and remove stains and chewing gums daily

### **p) Departure lounges**

- Dust, polish and remove stains to all passenger seats
- Remove stains and chewing gums on the floor.
- Clean and polish glass walls daily
- Clean all security trays and sleepers and disinfect them daily
- Dust bins to be emptied, cleaned and replaced with new liners.

### **q) Offices**

- Dusting of furniture using wooden polish
- Disinfecting the telephone heads
- Cleaning of the glass windows and walls
- Carpet well vacuumed, shampooed and free of stains.
- Dust bins emptied and liners replaced

### **Identification**

Provide staff with appropriate protective wears and safety gadgets to enable them do required work. Also provide staff with nametags and uniforms as approved by the Authority.

#### **Surface/Areas defined to include:**

- Floors, glasses
- Walls, pillars
- Signage



- Ceilings
- All partitions
- Staircases
- Window rails & grills
- Furniture
- Roof tops
- Equipment and installation (including but not limited to all signboards, displays, panels, ashtrays, bins, desks, counters, x-rays, conveyors, partitions and screens), removal of insects and nesting.

### **Hard floors concrete /slabs**

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.

### **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,

### **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.

### **Curtains, carpets, 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. Neaten the curtains and replace curtain hooks and runners appropriately.

### **Wooden surfaces**

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

#### 44. PROVISION OF CLEANING SERVICES -TOILETS

- Quality white toilet paper jumbo
- Hand wash soap (foam)
- Hand sanitizing gel in each toilet
- Air fresheners and automated air freshener dispensers in every toilet
- Naphthalene balls (Toilets balls)
- Quality hand paper towels (white in color)
- Proper and decent Toilet warning signage
- Toilet detergents and disinfectant
- Toilet seat liners
- Quality step-on dustbins. *(All white, cream or blue in color with transparent linings. White colour should be prioritized.)*
- Step-on sanitary bins.*(All white in color with transparent linings) This should be in each ladies toilet cubicle.*

**NOTE:**

**THREE VIP LOUNGE CUBICLES ARE FITED WITH TOILET SEAT COVER DISPENSERS; THEREFORE, TOILET SEAT COVERS MUST BE SUPPLIED/ PROVIDED to the mentioned cubicles.**

##### 44.1 Minimum Requirement for Equipment and Tools for toilets

- Scrubbing machines incorporating buffing pads and scrubbing pads
- Equivalent extension cables to the number of machines
- Hand paper dispensers with white hand paper towels
- Housekeepers trolley one per toilet unit well stocked
- Telescopic window cleaner
- Yellow Dusters and white cleaning cloths
- Piston pumps
- Toilets brushes and holders(white)
- Aluminum mop handles
- Kentucky or round mops

- Mop buckets blue in color
- Supervisors quality assurance boards for the checklist in each toilet

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

#### **45. OPERATIONS PLAN**

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

- a) Deployment of staff to cover 24 hours, (one staff per toilet)
- 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 of duties
- e) A Supervisor daily checklist board
- f) Emergency or contingency measures in terms of staffing for any eventuality like water shortage, flight delays, flooding, flight cancellations, VIP movements etc
- g) Transport of staff to and from airport
- h) Provisions of water storage containers in case of occasional water shortages.

##### **45.1 Manpower Strength**

1. Manpower strength of key personnel proposed for the contract,
2. Organization structure.
3. Staff qualifications and experience relevant to housekeeping services.
4. All staff will be required to provide Certificate of Good Conduct subject to issuance of Airport Security Passes.

Provision of personnel to executes the contract. The successful contractor will be required to provide the following minimum personnel for use in providing the cleaning services: -

##### **Head Housekeeper**

Diploma in housing keeping with two ( 2) years experience in a busy environment or any other equivalent training or a Degree in Hospitality or Home Economics and relevant computer proficiency certificate with 1 year experience.

### **Shift leaders**

Certificate in house keeping with one-year experience

In a busy environment or any other equivalent training and experience.

### **Stewards.**

Certificate in “0” Level or a mean Grade in KCSE of D+ (plus)

Mature with basic knowledge of housekeeping procedures

45.2 The Contractor shall ensure to deploy minimum of 1 worker in each toilet block taking into account the gender (gentlemen or ladies) who use the toilet block. Therefore, one toilet block for gents should have a gentleman to clean and a toilet block serving ladies should have a lady to clean it.

## **46. PROVISION OF CLEANING SERVICES FOR TOILETS SPECIFICATIONS**

46.1 Terminal building toilets includes all the relevant toilets facilities, baby changing area.

46.2 The contractor’s obligation will include the following: -

### **1. Toilet Bowls**

Clean toilets bowls and retain them sparkling clean and free from unpleasant odors and stains at all times. Ensure toilets are flushed after every use.

### **2. Urinals**

Clean urinals and retain them sparkling clean and free from unpleasant odors at all times. Stock urinals with sufficient toilet balls and ensure that the urinal grill is functional at all times. The toilet balls should be of an adequate size to avoid falling into the drainage and blocking the drainage.

### **3. Accessories**

Supply sufficient high quality white tissue, **white hand paper towels and dispensers the quality to be approved by KAA**, dispensed hand wash soap, both high quality liquid and imperial leather, disinfectants, **air fresheners in automated dispensers** the scent to be approved by KAA.

### **4. Sanitary Bins**

Supply sufficient step-on sanitary bins that are manufactured by an approved sanitary bin company. Bins shall be replaced at least once a week. Bidders must submit with their bid a **valid license** from the relevant authorities for the company selected.

## **5. Toilets walls, partitions and floors**

Clean toilets wall, fittings and fixtures as often as necessary and remove all stains and wetness at all times. **Continuously** mop toilets round the clock using recommended disinfectant and clean water. Floors should remain dry and free of any dirt and marks of any kind. Clean and remove cobwebs, dirty marks and stains.

## **6. Orderly Arrangement in a cuddy box**

Clean and arrange neatly toilet tools, equipment and containers.

## **7. Dustbins**

- Supply approved high quality **white** step-on dustbins with transparent liners. Liners not to be recycled.
- Dispose of all rubbish, dirt, waste material or refuse to the central collection point

## **8. Toilet Cubicle Fixtures**

- ✓ Dust and wipe cubicle fixtures.
- ✓ Address immediately toilet blockages and minor plumbing problems at your cost

## **9. Quality assurance**

Provide quality assurance forms to be designed by the Authority and that shall be filled as required. These forms shall be checked frequently by the Authority's Representative

## **10. Staff Identification**

- The Contractor shall provide staff with appropriate protective wears and safety gadgets (gumboots, masks & hand gloves). He shall also provide staff with nametags and uniforms as approved by the Authority.
- The contractor shall be required to provide name tags to the staff. The KAA security movement pass shall not be considered as a name tag.

## **11. Signage**

The Contractor shall provide warning signs, approved by the Authority, alerting airport users of impending danger where appropriate e.g. slippery, wet floors and cleaning in progress.

## **12.Garbage collection**

Collect garbage from all toilets to a central location where the garbage contractor may collect.

### **47. TECHNICAL SPECIFICATIONS**

#### **Provision of cleaning services at Eldoret international Airport**

#### **Lot I Eldoret International Airport**

#### **Bills of quantities**

#### **Minimum Compliance Table**

<b>Description</b>	<b>Minimum No. of Staff</b>	<b>Indicate Minimum Salary per month Inclusive of House Allowance</b>	<b>Total Per Annum</b>
<b>Supervisor</b>			
<b>Stewards</b>			

<b>AREA/ LOCATION</b>	<b>TOTAL AREA IN SQ METERS</b>	<b>TYPE OF FLOOR</b>	<b>UNIT PRICE (KSHS)</b>	<b>TOTAL MONTHLY COST</b>	<b>COST PER ANNUM</b>
Terminal building					
Main public hall	342.37	Terrazzo			
Check-in	381	Terrazzo			
Domestic departure lounge	375	“			
International departure	375	“			
Glass partitions both sides 250*2	500	Glass			
Marshalls office	11.78	“			
Accounts office	10.70	“			
Registry /H.R.D	11.71	“			
Cashiers office	7.14	“			
Accountant	7.38	“			

Acc. Corridor	14.35	“			
Arrival and departure airside corridors	55.5	Concrete			
Arrival baggage hall	136.98	Terrazzo			
Departure gates & ramp area	1078.52	Concrete			
Information desk	8.19	Terrazzo			
Chief security office	9	Terrazzo			
Duty Security Office	11.43	Terrazzo			
Security corridor	14.56	Terrazzo			
I.C.T Office	25.3	P.V.C Tiles			
V.I.P Lounge	63.15	Carpet			
Airport Managers office	23.4	Carpet			
Admin’s office	10.90	Carpet			
Waiting room	7	Carpet			
VVIP Rest room	11	Carpet			
CCTV Control room	7.67	Carpet			
<b>FIRE STATION</b>					
Chief fire office	19	Terrazzo			
Fire duty office	19	“			
Fire watch room	20	“			
Fire store	19	“			
Kitchen	24	“			
Corridor	41	“			
Conference room	39	Carpet			
I.C.T Training room	38.5	Carpet			
Fire watch tower	30	Wooden			
Fire watch tower glass	7.2	Glass			
Fire store	19	Terrazzo			
G.F.S Watch Tower/Office floor	50	Tiles			
G.F.S Tower Glass	7.2	Glass			
<b>MECHANICAL WORKSHOP</b>					
A/E’S Office	14	Terrazzo			
Workshop office	11.5	Terrazzo			
Lockers	11.5	Terrazzo			

Store	26	Terrazzo			
Corridor	16	Terrazzo			
Procurement office	195	Terrazzo			
Power house	484.97	Cement			
<b>ACCESS CONTROL</b>					
Guard room & glass work	40.5	Tiles			
Two offices main gate	12 (8+4)	Terrazzo			
Corridor	15	Concrete			
Operational security gate	9	Cement			
Technical room	21	Terrazzo			
PABX room	21	Terrazzo			
Walk ways & Concourse	2395.75	Concrete			
Provision of fumigation services of the above noted offices & buildings					
<b>TOILETS</b>					
V.I.P floor & walls	39	Terrazzo			
Main gate	21	Terrazzo			
Departure lounge Ladies Domestic	25	Terrazzo			
Gents walls & floor	31	Terrazzo			
Departures international ladies	38	Terrazzo			
Gents walls & floor	39	Terrazzo			
Arrivals ladies & gents walls & floors respectively	48 50	Terrazzo			
Public gents	144	Terrazzo			
Public Ladies	112	Terrazzo			
Ops gate	21	Cement			
Engineering	47	Terrazzo			
Procurement	47	Terrazzo			
Power house	45	Terrazzo			



Fire station gent & ladies	41.5	Terrazzo			
AM's washroom	19.96	Tiles			
Lavalin ladies & gents	63	Tiles			
Smoking zone	80 + 160	Cement/glass			
<b>Total cost exclusive of VAT</b>					
<b>Add 16% VAT</b>					
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot I</b>					

**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.**

### **TOILET CONSUMABLES/ GENERAL AREAS**

<b>Item Description</b>	<b>Proposed monthly consumption</b>	<b>Unit cost</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Jumbo tissue	20 bales			
Paper hand towels	20 bales			
Velvet tissue	1 bales			
Kleenex fay	6 pcs			
Multipurpose detergent	100liters			
Disinfectant	70 liters			
Jik	50 liters			
(Vim) Scouring powder	5ctn 1kg			
Airfreshner	2doz			
Stain removers (Super 10 environmental friendly)	5 liters			
Dust bin liners (Transparent)	100pcs			
Toilet seat liners	5pkt			

Steel wool	10pcs			
Leather care	2tin of 1liter			
Carpet Shampoo	1liters			
Foam soap /hand gel	16pcs			
Dettol liquid soap	2 pcs			
Toilet cleaner	1 doz 500ml			
Naphalene balls	20pkts			
Super brite	12doz			
Scrubbing pads	4pcs			
Kentucky mop (Jumbo size)	10pcs			
Hand gloves heavy duty.	15pcs			
Scrubbing brushes	5pcs			
<b>Total Amount monthly</b>				
Toilet brushes	35pcs			
Traffic wax	4liters			
Floor stripper	60liters			
Floor polish	100liters			
Floor maintainer	60liters			
Total cost exclusive of VAT				
Add 16% VAT				
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot I</b>				

## **TECHNICAL SPECIFICATIONS**

### **LOT 2 Lokichoggio Airport**

#### **Minimum Wage Compliance Table**

<b>Description</b>	<b>Minimum No. of Staff</b>	<b>Indicate Minimum Salary per month Inclusive of House Allowance</b>	<b>Total Per Annum</b>
<b>Supervisor</b>			
<b>Stewards</b>			

#### **BILL OF QUANTITIES FOR GENERAL AREAS- LOKICHOGGIO AIRPORT (TERMINAL BUILDING)**

<b>ROOM NO.</b>	<b>ROOM NAME</b>	<b>FLOOR</b>	<b>AREA IN SQ. FEET</b>	<b>RATE PER SQ.FT PER MONTH (KSH)</b>	<b>TOTAL (KSHS) PER YEAR</b>	<b>Remarks</b>
<b>1</b>	<b>SMALL CONFERENCE ROOM</b>	<b>WOODE N</b>	<b>315</b>			
<b>2</b>	<b>AIRPORT MANAGER</b>	<b>TILED FLOOR</b>	<b>580</b>			
<b>3</b>	<b>REGISTRY</b>	<b>CEMENT ED FLOOR</b>	<b>240</b>			
<b>4</b>	<b>KITCHEN</b>	<b>CEMENT ED FLOOR</b>	<b>707</b>			
<b>5</b>	<b>BIG CONFERENCE ROOM</b>	<b>WOODE N</b>	<b>1054</b>			
<b>6</b>	<b>SECURITY INCHARGE OFFICE</b>	<b>WOODE N</b>	<b>226</b>			
<b>7</b>	<b>GFS INCHARGE OFFICER</b>	<b>WOODE N</b>	<b>153</b>			
<b>8</b>	<b>RESOURCE CENTRE</b>	<b>WOODE N</b>	<b>160</b>			

9	STORES- WELLNESS LIBRARY	WOODE N	140			
10	GENERATOR ROOM	CEMENT ED FLOOR	342.3			Twice a year

**BILL OF QUANTITIES FOR GENERAL AREAS- LOKICHOGIO AIRPORT  
(TERMINAL BUILDING)**

RO OM NO.	ROOM NAME	FLOOR	AREA IN SQ. FEET	ANNU AL RATE PER MONT H IN SQ.FT (KSH	TOTAL (KSHS) PER YEAR	Remarks
11	VIP ROOM	CERAMIC	360			Seats will be shampooe d Quarterly
12	PASSENGER LOUNGE	CEMENTED	1114			
13	DUTY SECURITY OFFICE	CERAMIC	502			
14	BIRD AND WILDLIFE OFFICE	WOODEN	114			
15	ACCOUNT OFFICE	WOODEN	106			
16	GFS OFFICE	WOODEN	147			
17	FIRE STATION OFFICE	WOODEN	160			
18	FIRE STATION PARKING BAY	CONCRETE FLOOR	4,237			
19	COMPUTER ROOM	TILED FLOOR	162			
20	STORES(A/C	WOODEN	320			Quarterly

	<b>&amp;SECURITY)</b>					
21	<b>ARRIVAL HALL</b>	<b>CEMENTED FLOOR</b>	<b>493</b>			
22	<b>SECURITY BOOTH</b>	<b>WOODEN</b>	<b>160</b>			<b>Twice a year</b>
23	<b>CURIO SHOP</b>	<b>TILED FLOOR</b>	<b>675</b>			
24	<b>SCREENING AREAS</b>	<b>CEMENTED FLOOR</b>	<b>227</b>			
25	<b>PASSENGER LOUNGE LOBBY</b>	<b>CERAMIC</b>	<b>424</b>			
26	<b>PRIVATE SEARCH ROOM</b>	<b>CERAMIC</b>	<b>48</b>			
27	<b>CURIO SHOP STORES</b>	<b>CEMENTED</b>	<b>122</b>			
28	<b>CENTRY OFFICE</b>	<b>WOODEN</b>	<b>160</b>			
29	<b>HOUSEKEEPING STORE</b>	<b>WOODEN</b>	<b>160</b>			
30	<b>FIRESTATION STORE</b>	<b>WOODEN</b>	<b>160</b>			
31	<b>ALL POTTED PLANTS</b>	<b>35 PIECES</b>				<b>Monthly</b>
	<b>TOTAL</b>					
	<b>ADD 16% VAT</b>					
	<b>GRAND TOTAL INCLUSIVE OF 16% VAT TO BE TRANSFERRED TO THE FORM OF TENDER UNDER LOT 2</b>					

**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.**

## BILL S OF QUANTITIES FOR TOILETS – LOKICHOGGIO AIRPORT

**Minimum Wage Compliance Table**

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

Room No.	AREA/ LOCATION	Facility description	Toilet	No. OF CUBICLES	RATE PER CUBICLE (KSH)	ANNUAL RATE PER CUBICLE(KSH )
01	UN COMPOUND	02 Pit Latrines	Unisex	02		
		01 bathroom	Unisex	01		
02		01 WHB				
			Ladies	01		
		01 Bathroom		01		
03		01 WHB				
			Gents	01		
04	TERMINAL BUILDING	02 WHB	Ladies	02		
		02 WHB	Ladies	03		



**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 FOR PROVISION OF PEST CONTROL AT LOKICHOGIO AIRPORT**

**Minimum Wage Compliance Table**

Description	Minimum No. of Staff	Indicate Minimum Salary per month Inclusive of House Allowance	Total Per Annum
Supervisor (s)			
Steward (s)			

NO	AREA/LOCATION	AREA IN SQFT (OR FT where applicable)	PESTS	RATE PER QUARTER KSH	RATE PER YEAR KSH
<b>A.</b>	SMALL CONFERENCE ROOM	315	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper, wasps, beetle, mites, ticks lice, cats, Bees, among others		
<b>B.</b>	AIRPORT MANAGER		Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper		



		580	,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>C.</b>	REGISTRY	240	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>D.</b>	KITCHEN	707	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>E.</b>	BIG CONFERENCE ROOM	1054	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>F.</b>	SECURITY INCHARGE OFFICE	226	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		

<b>G.</b>	GFS INCHARGE OFFICER	153	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>H.</b>	RESOURCE CENTRE	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>I.</b>	STORES- WELLNESS LIBRARY	140	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>J.</b>	GENERATOR ROOM	342.3	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>K.</b>	PASSENGER LOUNGE	1114	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle		

			,mites, ticks lice, cats, Bees, among others		
<b>L.</b>	DUTY SECURITY OFFICE	502	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>M.</b>	VIP ROOM	360	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>MI</b>	BIRD AND WILDLIFE OFFICE	114	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>M2</b>	ACCOUNTS OFFICE	106	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		

<b>M3</b>	GFS OFFICE	147	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>M5</b>	FIRE STATION OFFICE	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>N.</b>	FIRE STATION PARKING BAY	4237	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
	COMPUTER ROOM	162	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>O.</b>	STORES(A/C &SECURITY)	320	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle		

			,mites, ticks lice, cats, Bees, among others		
<b>P.</b>	ARRIVAL HALL	493	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>Q.</b>	SECURITY BOOTH	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>R.</b>	CURIO SHOP	675	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>S.</b>	SCREENING AREAS	227	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>T.</b>	PASSENGER LOUNGE LOBBY	424	Cockroaches, rodents, fleas, mosquitoes,		

			bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>U.</b>	PRIVATE SEARCH ROOM	48	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>V.</b>	CENTRY OFFICE	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>W.</b>	HOUSEKEEPING STORE	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		
<b>X.</b>	FIRE STATION STORE	160	Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, cats, Bees, among others		

	<b>COST PER PER ANNUM</b>				
	<b>ADD 16% VAT</b>				
	<b>GRAND TOTAL PER ANNUM INCLUSIVE OF VAT TO BE TRANSFERRED TO THE FORM OF TENDER UNDER LOT 2</b>				

TECHNICAL SPECIFICATIONS

**Lodwar Airstrip**

**LOT 3**

**Minimum Wage Compliance Table**

<b>Description</b>	<b>Minimum No. of Staff</b>	<b>Indicate Minimum Salary per month Inclusive of House Allowance</b>	<b>Total Per Annum</b>
<b>Supervisor (s)</b>			
<b>Steward (s)</b>			

**Bill of quantities**

**AREA COSTS**

<b>Area/Location</b>	<b>Total area in sqm2</b>	<b>Type of floor</b>	<b>Unit price KSHS</b>	<b>Monthly cost</b>	<b>Cost per annum</b>
Departure lounge	200	Tiles			
Offices	64	Tiles			
Corridors	50	Tiles			
Partitions	54	Glass			
Windows	80	Glass			
Toilets /walls	252	Tiles			
<b>Total cost exclusive of VAT</b>					
<b>Add 16% VAT</b>					
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot 3</b>					

**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.**

**Consumables**

ITEMS DESCRIPTIONS	Proposed monthly consumption	Unit price	Total monthly cost	Cost per annum
Jumbo tissue	4 bales			
Paper hand towel	2bales			
Multipurpose liquid soap	20liters			
Disinfectant	15liters			
Harpic /toilet cleaner	1/2doz 500ml			
Hand soap gel	10lites			
Airfreshner	1/2doz			
Toilet balls	1/2doz			
Pledge	½ doz			
Gloves	3pcs			
Jumbo mop heads	3pcs			
JJK	2liters			
Dust bin liners	15pcs			
Super brite	½ doz			
Total cost exclusive of VAT				
Add VAT @ 16%				
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot 3</b>				

**TECHNICAL SPESIFICATION**

**Kitale Airstrip**

**LOT4**

**Minimum Wage Compliance Table**

Description	Minimum No. of Staff	Indicate Minimum Salary per month	Total Per Annum



		<b>Inclusive of House Allowance</b>	
<b>Supervisor (s)</b>			
<b>Steward (s)</b>			

<b>Area / location</b>	<b>Total area sqm2</b>	<b>Type of floor</b>	<b>Unit price</b>	<b>Monthly cost</b>	<b>Cost per annum</b>
<b>Departure lounge</b>	<b>30</b>	<b>Tiles</b>			
<b>Screening area</b>	<b>40</b>	<b>Tiles</b>			
<b>Offices</b>	<b>50</b>	<b>Tiles</b>			
<b>Toilets gents /ladies</b>	<b>120</b>	<b>Tiles</b>			
<b>Slabs</b>	<b>54</b>	<b>Concrete</b>			
<b>Glass work</b>	<b>60</b>	<b>Glass</b>			
<b>Fumigation</b>		<b>Terminal building</b>			
Total cost exclusive of VAT					
Add VAT @ 16%					
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot 4</b>					

**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.**

### **Consumables**

<b>Item description</b>	<b>Proposed monthly consumption</b>	<b>Unit price</b>	<b>Month Cost</b>	<b>Total Cost Per annum</b>
<b>Jumbo tissue</b>	<b>2bales</b>			
<b>Paper hand towels</b>	<b>1bale</b>			
<b>Multipurpose</b>	<b>10liters</b>			

detergent				
Disinfectant	5liters			
Hand soap gel	2Liters			
Harpic cleaner	2tins 500ml			
Jumbo mop heads	2pcs			
Toilet balls	2pkts			
Hand gloves	2pcs			
Airfreshner	2tins			
Vim powder	5tins 1kg			
Pledge	2tins			
Supa brite	6pcs			
Dust bin liner	15pcs			
Jik	1liter			
Total cost exclusive of VAT				
Add VAT @ 16%				
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot 4</b>				

## TECHNICAL SPEIFICATION

Eldoret Airstrip

### LOT 5

#### Minimum Wage Compliance Table

Description	Minimum No. of Staff	Indicate Minimum Salary per month Inclusive of House Allowance	Total Per Annum
Supervisor (s)			
Steward (s)			

#### AREA COSTS

Area/ location	Total area sqm2	Type of floor	Unit cost KSHS	Monthly cost	Total Cost Per annum
VIP lounge	84	Carpet			
Kitchen	18	Tiles			
Offices	40	Tiles			
Corridors	30	Tiles			
Toilets	120	Tiles			

gents/Ladies					
Glass work	108	Glass			
Slabs	150	Concrete			
Fumigation		Terminal building			
Total cost exclusive of VAT					
Add VAT @ 16%					
<b>Grand Total Per Annum inclusive of VAT to be transferred to the Form of Tender under Lot 5</b>					

**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.**

## **CONSUMABLES COSTS**

<b>Items description</b>	<b>Proposed monthly consumption</b>	<b>Unit cost</b>	<b>Monthly cost</b>	<b>Total Cost Per annum</b>
Jumbo tissue	1 bale			
Paper hand towel	1 bale			
Multipurpose detergent	3liters			
Disinfectant	2liters			
Harpic cleaner	2tin 500ml			
Jumbo mop heads	2pcs			
Hand soap gel/dettol	2liters			
Toilet balls	2pkt			
Hand gloves	2pcs			
Pledge	1tins			
Jik	1liter			
Leather care	1liter			
Carper shampoo	1tin 500ml			
Airfreshner	1tin			
Total cost exclusive of VAT				
Add VAT @ 16%				
<b>Grand Total Per Annum inclusive of VAT to be transferred to</b>				

## **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. Declaration form
- 8. Qualification Information form
- 9. Litigation History form
- 10. Certificate to site

FORM OF TENDER

Tender No KAA/OT/OPS/0068/2020-2021

To; Kenya Airports Authority,  
P.O.Box 19010-00501.  
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.

*[Cleaning Services at North Rift Region (General areas in conformity with the said tender documents for the sum of :*

- LOT 1; Eldoret International Airport.....*
- Lot 2; Lokichoggio Airport.....*
- Lot 3, Lodwar Airstrip.....*
- Lot 4; Kitale Airstrip.....*
- Lot 5; Eldoret Airstrip.....*
- [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(1) percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.



## 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 \_\_\_\_\_.

**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.

<p><b>Part I General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers .....</p> <p>Branch.....</p>
--

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



	3. .... 4. ....
	Date.....Signature of Candidate.....

**TENDER 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 of months ]* starting on submission of this tender , 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]*

## 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)

**I. SELF DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

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

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

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

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

Name..... Signature..... Date.....

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

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

Name.....Signature.....Date.....

Company Seal/Business Stamp

Company's Official Rubber Stamp .....

**Interest in the Firm:** Is there any person / persons in KAA or any other public institution who has interest in the Firm? Yes / No? ..... (Delete as necessary)

Institution .....  
..... **(Title) (Signature) (Date)**

## QUALIFICATION INFORMATION FORMAT

I.1 Name of tenderer-----

--

Name of Tenderer\_\_\_\_\_

Principal place of business \_\_\_\_\_

I.2 Major items of tenderer's equipment proposed for carrying out the Works. Fill in all information requested below for the lot or lots being tendered for.

No.	Equipment Type	Minimum Number required	Remarks	State whether owned, to be purchased/leased/hired

I.2Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach Certificate and CV (CV to be provided as per the format provided in appendix I)

Position	Name	Years of experience	Qualification

I.3.Availability/commitment of transport for ferry personnel to and from airport or contract agreement with shuttle transport operators.

**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)

I, I Visited the site in connection with Tender for the **Provision of Cleaning Services for General Areas and Toilets at North Rift Region: Eldoret International Airport, Lokichoggio Airport, Eldoret, Kitale and Lodwar Airstrips**

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.....

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

\_\_\_\_\_

**MANAGING DIRECTOR/CEO**



## 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

<b>KPI's for Cleaning Contractor</b>	Excellent	Good	Average( Fair)	Poor	Very Poor
<b>Cleaning Standard</b>	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.
<b>Complaints</b>	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.
<b>Customer Service</b>	Individual cleaners go above and beyond the call of duty. High standard verified by Head (If relevant).	Cleaners are proactive in offering service. High standard verified by Head (If relevant).	Acceptable. Cleaners are polite and helpful. High standard verified by Head (If relevant).	Needs improvement cleaners polite, but not very helpful. Poor results verified by Head (Where relevant).	Poor or none. Cleaners are impolite. Poor results verified by Head (Where relevant).
<b>Waste</b>	Waste bins are	Waste bins are	Waste bins	Some	Waste bins are

<b>Management</b>	spotless. Waste system is optimized; cleaners make pro-active contribution.	excellent; waste management is excellent.	are acceptable, Waste management is acceptable.	problems in docks.	unacceptable; waste system is disorganized Recycling is not effective.
<b>Safety Management System</b>	Excellent safety mgt system, up with best in this trade. Includes up to date training records. Clear signs of implementation.	Very good SMS, includes training records. Clear signs of implementation.	Acceptable SMS. Documentation is complete and safe work practices are observed.	SMS is incomplete or needs improvement. Doubts over implementation.	Inadequate SMS. Definite signs of non-implementation. Unsafe work practices are observed.
<b>Stability of Supervisors &amp; Staff</b>	Housekeeper, supervisor and cleaners, with no changes. Few site staff changes.	Very good Housekeeper, supervisor and cleaners; changes are rare. Few site staff changes.	shift supervisor do not change often. Site staff reasonably stable.	Too many changes to senior staff. Many changes to site staff.	Housekeeper /Shift supervisor change frequently. Many changes to site staff.
<b>Presentation &amp; Uniforms</b>	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.