



**PROVISION OF RESTAURANT SERVICES AT
ELDORET INTERNATIONAL AIRPORT
(DEVELOPMENT AND MANAGEMENT ON THE LANDSIDE)**

TENDER NO. KAA/OT/EIA/0084/2020-2021

MARCH 2021

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

**AIRPORT MANAGER,
ELDORET INTERNATIONAL AIRPORT,
P.O. BOX 2323-30100,
ELDORET**

SECTION I - INVITATION TO TENDER

Tender No: KAA/OT/EIA/0084/2020-2021

DATE; 16TH MARCH 2021

Tender name: **PROVISION OF RESTAURANT SERVICES AT ELDORET INTERNATIONAL AIRPORT.
(DEVELOPMENT AND MANAGEMENT ON THE LANDSIDE).**

- 1.1 The Kenya Airports Authority invites sealed bids for **PROVISION OF RESTAURANT SERVICES AT ELDORET INTERNATIONAL AIRPORT** (Development and Management on the Landside)
- 1.2 A complete set of Tender documents are available free of charge by downloading from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal (www.tenders.go.ke). Upon accessing the tender documents, interested bidders shall respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>
- 1.3 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
- 1.3 The tender shall be submitted online on or before **7th April 2021 at 11.00 a.m.** Late bids shall be rejected.
- 1.4 Tenders will be opened online immediately at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building.
- 1.5 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/portal>. All bidders are advised to regularly check the website during the bidding period.
- 1.6 Prebid/Site visit will be based on prior booking where bidders will be required to request through the email address, tenders@kaa.go.ke.
- 1.7 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

I.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/portal>. You are advised to regularly check the website during the bidding period.

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

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not be applicable.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

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

- (xi) Authorization Form
- (xii) Declaration form

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

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

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

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Public Procurement Oversight Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender
2.15.3 bear tender number and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE **7th April 2021 at 11.00 a.m**”

2.15.4 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”.

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **7th April 2021 at 11.00 a.m**

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

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

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **7th April 2021 at 11.00 a.m** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a

tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

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

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
Tenders will be evaluated on the basis of this base price.
Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines

that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for letting, leasing, licensing, tenancy, franchise or management contract of a **Landside Restaurant** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

| A | MANDATORY REQUIREMENTS | | REMARKS |
|-------|--------------------------|---|--|
| 2.1.1 | Eligibility | The tender is open to all tenderers running Restaurants or similar services. Successful tenderers shall be contracted for a term of 7years. | <i>Bidders to provide business profile</i> |
| 2.2.1 | Cost of Tendering | Free of charge by downloading from the KAA supplier login screen using the link https://suppliers.kaa.go.ke/irj/portal or KAA website https://kaa.go.ke/corporate/procurement/ or Public Procurement Information Portal (www.tenders.go.ke). Upon accessing the tender documents, interested bidders shall response to the tender online using the following link https://suppliers.kaa.go.ke/irj/portal | |
| 2.8 | Form of Tender | Bidders shall provide a duly filled Form of Tender . | <i>Bidders to Comply</i> |
| 2.12 | Tender Security | <p>Bidders to provide a Tender security of Fifty Thousand Shillings (Kshs.50,000.00). The tender security shall be in the form of</p> <ol style="list-style-type: none"> 1. Cash or Banker's cheque, or 2. Bank guarantee, or 3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or 4. Letter of credit. <p>The Tender Security shall expire not earlier than 150 Days from the Tender Opening Date</p> <p>Bidders will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</p> | <i>Bidders to Comply</i> |
| 2.13 | Tender Validity | Tenders shall remain valid for 120 days from the tender closing date. | <i>Bidders to Comply</i> |

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| 2.18 | Opening of Tenders | Tenders shall be opened on 7th April 2021 at 11.00 a.m | <i>Bidders to Comply</i> |
| 2.20 | Preliminary Examination and Responsiveness | <p>The bids shall be evaluated on their responsiveness to preliminary requirements as set out in the tender document;</p> <p>1. Tender completeness</p> <ol style="list-style-type: none"> 1. Certificates of Registration /Incorporation 2. Current KRA Tax compliance Certificate 3. Tender Surety valid for 150 days - Bidders to provide a Tender security of Fifty Thousand Shillings (Kshs.50,000.00). The tender security shall be in the form of <ul style="list-style-type: none"> • Cash or Banker’s cheque, or • Bank guarantee, or • Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or • Letter of credit. <p>The Tender Security shall expire not earlier than 150 Days from the Tender Opening Date</p> <p>Bidders will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</p> <ol style="list-style-type: none"> 4. 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. | <i>Bidders to Comply</i> |

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| | | <p>5. Duly completed Self-Declaration form in the format provided (in case of a joint venture, all parties must submit).</p> <p>6. Valid Business Permit</p> <p>Complete and duly signed forms:</p> <ul style="list-style-type: none"> • Duly filled Form of tender • Statement of financial compliance • Confidential Business Questionnaire • Site visit certificate <p>II. <u>Financial capability</u></p> <p>Bidders shall prove that they have the financial ability to undertake contract by demonstrating ability to access Kshs.500,000.00 funds necessary for the business. This shall be by way of Bankers Letter / Line of Credit or a letter from the bank specific to this tender or a bank statement for the last six months</p> <p>III. <u>Relevant Experience</u></p> <ul style="list-style-type: none"> • Bidders shall provide documentary proof of one site where they are operating a similar outlet for not less than least three (3) years, in the form of Lease contracts or documentary proof for owner owned premises or valid licenses. | |
| 2.22 | Evaluation and comparison of Tenders | Having met the Preliminary Requirements, successful firms will be subjected to a technical evaluation as given below. | |

| B TECHNICAL EVALUATION | |
|-------------------------------|--|
| I | <p>Design Concept and Fit-out</p> <p>Provide proposed design, branding and layouts of the facilities as follows:</p> <p>Catering Outlet: Design as per the floor plan attached.</p> <ol style="list-style-type: none"> Kitchen area –The area will be fitted at minimum with <ol style="list-style-type: none"> Micro wave, Chillers, Coffee machine, Sandwich Machine, Sink(s), Cabinet(s), Shelves |

| | | |
|---|----------------------|--|
| | | <ul style="list-style-type: none"> viii. Trolley(s) ix. Kitchen Utensils and gadgets x. POS <p>b. Service area – The servery area will be fitted with a counter for display of products and beverage equipment’s. A cashier point will also be included in the design as well as a location for fridges. In addition bidders to make provision for a buffet area and equipment.</p> <p>c. Furniture and fittings: Bidders will propose seating arrangement and the type of seats and tables for the seating area by providing drawings</p> <ul style="list-style-type: none"> i. A combination of normal level and counter/raised seating. ii. A minimum 6 tables each with 4 seats will be provided. The seats and table will be plastic high end design to fit the theme. <p>NOTE: All costs of setting up shall be borne by the investor. The operator shall provide and equip all common fittings and fixtures.</p> |
| 2 | Business Plan | <p>The outlet will be located at the Eldoret International Airport concourse area. As per layouts. The Business Plan should have a structured format and must contain the following standard parts:</p> <ul style="list-style-type: none"> 1. Title page. 2. Project summary. 3. Operator’s description. 4. Service(s) description. 5. Market analysis. 6. Promotion strategy. 7. Production. 8. Personnel plan. 9. Organizational setup and management. 10. Financial plan. 11. Risk analysis. 12. Operational, Health, Sanitation and Performance Standard and Procedure. <p>Notes:</p> <p>Service Description/Business concept. Bidder to describe the proposed business concept to be implemented, outline its products and services lines. Bidder should clearly indicate exactly what will be sold, to whom and why the business will hold a competitive advantage. Submit a sample menu to include pricing that will serve the varying needs at the Airport such as staff and passengers/visitors.</p> |

| | | |
|---|---|---|
| | | Financial Plan. Bidder to highlight the important financial points of the business including projected sales, profits, cash flows, revenue accruable to the Authority and return on investment. |
| 3 | Personnel | The bidder shall be expected to give details of; <ul style="list-style-type: none"> Professional qualifications of staff to work at facility at least 1 F&B Manager, 1 assistant manager, 1 accountant, 1 cashier, 2 cooks, 4 waiters. Minimum qualifications Diploma in Hotel Management, Applicable to accountants; minimum CPA 2. Provide CV's and copies of certificates. |
| 4 | Financial performance, EPOS and Recording System | <ul style="list-style-type: none"> Bidders shall give details of proposed electronic point of sale system (EPOS). Bidders to describe method of recording transactions daily / weekly / monthly / annual turnovers. |
| Bidders are non-responsive to any of the above requirements shall be disqualified and not evaluated further. | | |
| C | FINANCIAL REQUIREMENTS: The financial evaluation will comprise | |
| | Minimum Annual Guaranteed | Bidders to propose a minimum annual guarantee. The proposed minimum annual guarantee should not be less than Kshs.100,000/- Proposed minimum annul guarantee Kshs..... |
| | Concession Rate | <p>Bidders shall pay a concession rate of 7.5% of Gross turnover.</p> <p>Based on Gross turnover and as captured by management accounts and/or installed EPOS. The bidder's system will have the capability of linking to KAA SAP ERP system.</p> <p>Payments shall be made quarterly in arrears after reconciliation with minimum guarantee fee.</p> <p>The following rational shall apply during reconciliation;</p> <p>(a) Where the concession fee is greater than the minimum guarantee, the Authority shall bill the concessionaire for the difference.</p> <p>(b) Where the concession fee is less than the minimum guarantee, the Authority shall take the minimum guarantee.</p> |
| | | |

| | | |
|-----------------|-------------------------|--|
| | | |
| 2.22.3 (a) i | Operational Plan | Clause shall not be applied in this evaluation. |
| 2.24 | Award Criteria | The successful bidder shall: i. have to meet all mandatory requirements; ii. have to meet all technical requirements and iii. have the highest financial proposal in terms of Minimum Annual Guarantee. |

The successful bidder may be subjected to due diligence. Any false information provided by the bidder will lead to automatic disqualification.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on

completion of the contractor's performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

3.8.1. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

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

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice

or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

| GCC REFERENCE | SPECIAL CONDITIONS OF CONTRACT |
|----------------------|---|
| 3.6.1 | Performance Security shall be equivalent to one quarter lease / license fees. |
| 3.8.1 | Payments shall be made quarterly in advance |
| 3.14.2 | <i>Chartered Institute of Arbitrators, Kenya Branch</i> |
| 3.16.1 | <i>Laws of Kenya</i> |
| 3.18.1 | Kenya Airports Authority P.O. Box 19001 – 00501 <u>NAIROBI</u> |

SECTION V. SCHEDULE OF REQUIREMENTS

A: BACKGROUND

Introduction

Eldoret International Airport terminal building has been designed to cater for the varying needs of the airport users. Among them being a restaurant facility within the concourse area, a business opportunity to provide catering services.

The purpose (or intent) of this tender is to solicit competitively, bids to establish a contract for the management of a Landside Restaurant facility at Eldoret International Airport.

II. Objective:

- a) Provide quality food and beverage to Airport users.
- b) Provide a variety of products that will meet the varied catering needs derived from varied passenger profiles that will use the Airport.
- c) Develop a catering facility with a modern concept outlook.
- d) Contribute to overall customer satisfaction index.

PART B: ROLE OF OPERATOR

The role of the operator includes but is not limited to the following responsibilities.

- a) Maintain, and manage a modern, innovative eating facility for all airport users at Eldoret International Airport.
- b) Offer VIP service as and when required in the VIP lounge.
- c) Generate adequate revenues from eating facility to enable firm to meet its financial obligations.
- d) Offer a high quality of service to the satisfaction of passengers and other airport users. The successful firm will be expected to enter into service level agreement with the Authority.
- e) Ensure all health and safety standards are met.

C: DESCRIPTION OF SITES

| | Service type | Location | Area Sq. feet | License period |
|--|---------------------|-----------------|--------------------------|---|
| | Restaurant | Concourse Area | 653.70 | 7 years with review of terms every three years |

- i. Official Kenya Airports Authority rental rates will apply, with an additional 25% as service charge & applicable statutory charges such as VAT payable quarterly in advance.

D: SCOPE OF WORKS

Will involve the management of a restaurant where continental and local food and beverages will be served. Ala carte and buffet service will be applied. The restaurant will be decorated to create a great ambience.

E. OTHER SPECIAL CONDITIONS

During the contract implementation period the successful bidders should observe the following;

I. Operating COVID 19 Protocols

a. General

- Enhanced Sanitation by customized procedures to suit each agents operating environment and the expectations of its customers
- Functional thermo guns at both staff and customer/clients entry points for temperature screening
- Information on covid-19 protocols shall be clearly displayed in strategic positions within the facility, and staff shall be trained on the new protocols
- All customers and staff shall wear masks and other relevant PPEs while at the airport
- Airport operators MUST have visibly mounted notices on; Screening of staff and clients, Promotion of hand hygiene and physical distancing, indicating mandatory donning and doffing of face masks, Denial of entry of suspected COVID-19 Cases
- Airport operators MUST have a Logbook of Action-Daily register to record important covid-19 related occurrences
- Adopt the Port Health Protocols for isolation of employees/ customers demonstrating Covid-19 symptoms
- Operators MUST have Emergency telephone numbers for public and private health facilities appropriately displayed in different sections of their premises
- Install Plexiglas barriers at tills and counters and designate floor markings of at least 1.5M distance to protect and maintain distancing in areas likely to have queues
- Doors shall be left/wedged open to reduce surface touching/ security shall be deployed to open doors for guests to limit their touching of surfaces
- Operators shall maintain records of sanitized areas/ surfaces, detergents used and personnel involved in the cleaning and sanitization process

b. Specific

- Have valid covid-19 free certification for core staff not more than 14 days old from a recognized government approved facility at the first time and subsequently maintain Covid-19 prevention guidelines prescribed by the Ministry of Health (MOH) and Port Health
- All restaurants shall only operate between 5.00am and 7.30pm Kenyan time until further notice
- Install a hand wash facility at the entry of the kitchen and restaurant, complete with: hot and cold running water, hygienically operated taps, detergent/soap, alcohol-based sanitizer and appropriate hand drying

- Restaurants shall reopen safely by limiting diners to four people for every 10 square metres space
- Dining/Convention tables and chairs shall be spaced at least 1.5 meters apart while bar stools set at 1.5 meters apart to comply with MOH physical distancing guideline
- Distance from back of one chair to the back of the other would be not less than a metre and guests face each other from a distance of at least one metre.
- Restaurants should use the recommended disinfectant to clean their premises; should contain 0.05 sodium hypochlorite (that is, 1-part bleach to 9 parts water). For surfaces that cannot be cleaned with bleach, 70% ethanol can be used
- Clean hand towels using regular laundry soap and water or machine wash at 60-90°C with common laundry detergent, and dry thoroughly
- Each F&B operator MUST have evidence of implementation of Standard Operating Procedures (SOPs) for cleaning and disinfection
- Have a daily updated duty roster indicating the number of staff in a food preparation area at any one time
- Kitchen equipment and guest crockery and cutlery shall be handled with gloves and disinfected/washed separately both on deep and high temperature wash cycles.
- Menus shall be simplified to reduce production complexities and the number of required staff and range of supplies at any one time
- Prohibit self-service of ready-to-eat foods such as salad bars, buffets and beverage service stations that require customers to use common utensils or dispensers
- Customers shall have their meals delivered individually to the dining table by appointed restaurant stewards. Take-away is highly encouraged
- Operators MUST have a fully stocked medical kits
- Provide PPEs such as face masks, hair nets, disposable gloves, clean overalls, and slip reduction work shoes for staff
- Number of persons carrying out supplies delivery and receiving activities within the establishments shall be kept to the bare minimum
- Food operators MUST adhere to Colour coding waste receptacles: Black for general wastes; Red for hazardous wastes
- Unlicensed food vendors MUST be barred from operating at the airport as they may pose problems in tracing
- All personnel working in the food industry, regardless of their apparent health status, to practice personal hygiene and appropriately use PPE.

1. Service Level Agreement

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

- Menu to be served
- Quality of service and food
- Pricing
- Safety and health
- Waste management
- Customer service (including a complaint handling procedure)
- Hours and mode of operation

2. Furniture and fittings

It will be the responsibility of the operators to purchase and install furniture and fittings for their respective areas once successful.

The proposed furniture and fittings **MUST** be approved by the Kenya Airports Authority before installation.

3. Management review

The operations of the facility shall have annual reviews to assess performance.

5. Applicable rules and regulations

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

6. Standards

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

Note:

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

SECTION VI - STANDARD FORMS

STATEMENT OF FINANCIAL COMPLIANCE

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

| | ITEM | REMARKS |
|---|--------------------------|--|
| 1 | Minimum annual guarantee | <p>Bidders to propose a minimum annual guarantee which should not be less than Kshs. 100,000/-</p> <p>Proposed minimum annual guarantee Kshs</p> <p>Payments shall be made quarterly in advance.</p> |
| 2 | Concession Fees | <p>Bidders shall pay an annual concession fee of 7.5% of gross turnover.</p> <p>Based on Gross turnover and as captured by management accounts and/or installed EPOS. The bidder's system will have the capability of linking to KAA SAP ERP system.</p> <p>Payments shall be made quarterly in arrears after reconciliation with minimum guarantee fee.</p> <p>The following rational shall apply during reconciliation;</p> <p>(a) Where the concession fee is greater than the minimum guarantee, the Authority shall bill the concessionaire for the difference.</p> <p>(b) Where the concession fee is less than the minimum guarantee, the Authority shall take the minimum guarantee.</p> |
| 3 | Space fees | <p>Rates of Kshs.780.00 per sq.ft. Per annum shall apply for space occupied.</p> <p>Approximate total floor space = 653.70 Ft²</p> <p>Payments shall be quarterly in advance. The licensee shall submit to the Licensor its management</p> |

| | | |
|--|------------------|---|
| | | accounts and audited accounts (upon completion of each annual circle) for purposes of reconciliation. |
| | Taxes and Duties | Payable by successful bidder to the relevant Authorities |

Name _____

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Official stamp

FORM OF TENDER

To: Kenya Airports Authority
P.O. Box 19001 - 00501
NAIROBI, KENYA

Tender No. **CAA/OT/EIA/0084/2020-2021**

Tender Name: **PROVISION OF RESTAURANT SERVICES AT ELDORET INTERNATIONAL AIRPORT**

1. Having examined the Tender documents including Addenda No. (insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer for the **Provision of Restaurant Services at Eldoret International Airport** tendered for at the Minimum Annual Guarantee of KES
(The proposed Minimum Annual Guarantee shall not be below the Amount prescribed in the statement of financial compliance).
2. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
3. We agree to abide by this Tender for a period of **120** days from the date fixed for Tender closing/opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

| | | | | |
|---|------|-------------|---------------------|--------|
| Part I – General: | | | | |
| Business Name | | | | |
| Location of business premises | | | | |
| Plot No.....Street/Road | | | | |
| Postal AddressTel No.Fax | | | | |
| e mail | | | | |
| Nature of Business | | | | |
| Registration Certificate No. | | | | |
| Maximum value of business which you can handle at any one time – Kshs. | | | | |
| Name of your bankersBranch | | | | |
| Part 2 (a) – Sole Proprietor: | | | | |
| Your name in fullAge | | | | |
| NationalityCountry of origin | | | | |
| Citizenship details | | | | |
| Part 2 (b) Partnership | | | | |
| Given details of partners as follows: | | | | |
| | Name | Nationality | Citizenship Details | Shares |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| | | | | |

Part 2 (c) – Registered Company:

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 Tenderer

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

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

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

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

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

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

Company Seal/Business Stamp

SITE VISIT CERTIFICATE

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

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

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

Visited the site in connection with the tender: **PROVISION OF RESTAURANT SERVICES AT ELDORET AIRPORT, TENDER NO. KAA/OT/EIA/0084/2020-2021**

Having previously studied the Tender Documents, I carefully examined the Site for the Restaurant.

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

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

Signed Date

Name

(Tenderer or his Representative)

Signed Date

Name

(KAA Representative Conducting the visit)

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the Bank]

(Amend accordingly if provided by Insurance Company)

AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]

who are established and reputation dealers in *[Type of business]* having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

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

[Signature for and on behalf of the principal]

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