TENDER DOCUMENT
FOR
PROVISION OF PEST CONTROL MANAGEMENT SERVICES FOR WILSON AIRPORT

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

TENDER NO. KAA/OT/WAP/1484/2018-2019

MARCH 2019

THE MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 -0501
NAIROBI

THE AIRPORT MANAGER
WILSON AIRPORT
P.O. BOX 19005- 0501
NAIROBI
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INVITATION FOR TENDERERS

DATE MARCH 2019

PROVISION OF PEST CONTROL MANAGEMENT SERVICES FOR WILSON AIRPORT

TENDER NO. KAA / OT/WAP/1484/2018-2019

Kenya Airports Authority invites eligible bidders to submit sealed bids for the Provision of Pest Control Management Services at Wilson Airport.

A complete tender document may be obtained by any interested tenderer between 8.00 am and 5.00 pm from the procurement office based on 2nd floor, Kenya Airports Authority Headquarters. However, the tender document can also be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (ppip.go.ke) and thereafter bidders can forward their company’s details to tenders@kaa.go.ke so that any addendum/clarifications can be sent to their email address.

Completed tender documents serialized from the first to the last page including all the attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 5th April 2019 at 11.00 am” and addressed to:-

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

and be deposited in the tender box located on the 2nd Floor of Kenya Airports Authority Headquarters, so as to be received on or before 5th April 2019 at 11.00 am and shall be valid for a period of 120 days after bid submission. Late bids shall be rejected. Bids shall be opened soon after in the presence of bidder’s representatives who choose to attend at the Conference Room, 1st floor, KAA HQ’s Building.

A site visit/pre-tender meeting will be held on 27th March 2019 at exactly 10:00a.m local time. Bidders to Congregate at Wilson Airport Staff Assembly Hall.

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.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

GM (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR
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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 price to be charged for the tender document is N/A

2.2.3 The Kenya Airports Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and 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) 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 tenderer’s 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 the tender.

2.5  Amendment of documents

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

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

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

2.6  Language of Tender

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

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 **Form of Tender**

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

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the Kenya Airports Authority within 30 days of receiving the request.

2.10 **Tender Currencies**

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

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

2.12.3 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 31

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 there to 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 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 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 5th April 2019 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 no later than 5th April 2019 at 11.00 am.

2.16.2 The Kenya Airports Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Airports Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

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

2.17.5 The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.17.6 The Kenya Airports Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Kenya Airports Authority will open all tenders in the presence of tenderers’ representatives who choose to attend, at 5\textsuperscript{th} April 2019 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.

2.18.3 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.

2.18.4 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.
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.

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.

**Conversion to a single currency**

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.

**Evaluation and comparison of tenders.**

The Kenya Airports Authority will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20.

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.

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;

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 **Award of Contract**

a) **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 Kenya Airports Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Kenya Airports Authority reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Airports Authority’s action. If the Kenya Airports Authority determines that none of the tenderers is responsive; the Kenya Airports Authority shall notify each tenderer who submitted a tender.

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 Kenya Airports Authority pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, the Kenya Airports Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 **Signing of Contract**

2.26.1 At the same time as the Kenya Airports Authority notifies the successful tenderer that its tender has been accepted, the Kenya Airports Authority will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Airports Authority.
2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Kenya Airports Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Kenya Airports Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

The following information for procurement of 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.

ELIGIBILITY IS AS FOLLOWS:

This Tender is for:-

For duly registered Youth, Women and Person’s Living with Disability

2.4 The Authority shall not respond to any clarifications sent 3 days before the tender opening date.

2.12.2 The tender security is a duly filled Tender Securing Declaration Form.

2.13. The tender validity period is 120 days.

2.14.1. Tenderer must submit one original and two copies of the tender document properly sealed and addressed.

2.14.2. All pages of the bidding documents shall be serialized from the first to the last page including all the attachments.

2.18. The opening date is 5th April 2019 at 11.00 am.

2.22.6. Tenderers must comply.

2.27. The performance security 1% of the contract price.

MANDATORY EVALUATION CRITERIA

Bidders are required to provide the following mandatory requirements:

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Copy of Certificate of Company Incorporation/Registration</td>
<td>Must meet</td>
</tr>
<tr>
<td>2.</td>
<td>Copy of Current and valid KRA Tax Compliance Certificate</td>
<td>Must meet</td>
</tr>
<tr>
<td>3.</td>
<td>Duly filled and signed Confidential Business Questionnaire Form</td>
<td>Must meet</td>
</tr>
<tr>
<td>4.</td>
<td>Duly filled and signed self-declaration form</td>
<td>Must meet</td>
</tr>
<tr>
<td>5.</td>
<td>Duly filled form of tender and price schedule</td>
<td>Must meet</td>
</tr>
<tr>
<td>6.</td>
<td>Duly filled and signed certificate of site visit</td>
<td>Must meet</td>
</tr>
<tr>
<td>No</td>
<td>Requirements</td>
<td>Compliance</td>
</tr>
<tr>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>7</td>
<td>Duly filled and signed Tender Securing Declaration Form</td>
<td>Must meet</td>
</tr>
<tr>
<td>8</td>
<td>Copy of CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided. This requirement is not applicable to sole proprietorships or partnerships</td>
<td>Must meet</td>
</tr>
<tr>
<td>9</td>
<td>Copy of valid business permit provided by county of operation</td>
<td>Must meet</td>
</tr>
<tr>
<td>10</td>
<td>Attach a 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</td>
<td>Must meet</td>
</tr>
</tbody>
</table>

**N/B:** Failure to comply / submit any of the above requirements shall lead to automatic disqualification from further evaluation.

**TECHNICAL MANDATORY REQUIREMENTS – PEST CONTROL**

The Technical Mandatory Requirements Evaluation Matrix

<table>
<thead>
<tr>
<th>No</th>
<th>Requirements</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proof of qualified and experienced technical key personnel. Bidders must have at least a minimum of one (1) Qualified Certified Biologist with two years’ experience on site</td>
<td>Must meet</td>
</tr>
<tr>
<td>2</td>
<td>Must demonstrate access to the following key minimum equipment's necessary to undertake the works</td>
<td>Must meet</td>
</tr>
<tr>
<td></td>
<td>• Knapsacks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Protective gear</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Must be registered with the Pest Control Board and NEMA/OSHA</td>
<td>Must meet</td>
</tr>
</tbody>
</table>

**NB:** Bidders who are not responsive to any of the above criteria shall be disqualified and will not be evaluated further
FINANCIAL EVALUATION:

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

RECOMMENDATION(S)

The tender will be awarded to the lowest evaluated bidder.

NOTE:

Bidders are hereby notified that due diligence may be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification.

Pre – Tender meeting / Site Visit

A site visit / pre-bid meeting will be organized on 27th March 2019 from 10.00 am. Bidders to Congregate at Wilson Airport Administration Block (KAA Assembly Hall).

Duration of the Contract

The tenderer shall provide the services for duration of two (2) years from the date of commencement of this contract (hereinafter referred to as “the term”)

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SECTION III GENERAL CONDITIONS OF CONTRACT

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3.2 Application
3.3 Standards
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3.6 Performance security
3.7 Inspections and tests
3.8 Payment
3.9 Prices
3.10 Assignment
3.11 Termination for default
3.12 Termination for insolvency
3.13 Termination for convenience
3.14 Resolution of disputes
3.15 Governing language
3.16 Force majeure
3.17 Applicable law
3.18 Notices
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) “Day” means calendar day

i) “Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

j) “Site” means the place or places where the Services are to be carried out.

k) “KAA’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

l) “Specification” means the Specification of the Services included in the Contract.

m) “Agreement” means this Agreement made between Kenya Airports Authority and the Contractor including the First and second schedules and to other document forming the Agreement;
n) “Effective Date” means the date that the services shall commence as stipulated in the Agreement.

o) “Party” means either KAA or the Contractor

p) “Both Parties” means KAA and the Contractor

q) “Rates” means the costs and charges of the services the Contractor shall provide to KAA; as provided for in the Second Schedule of this Agreement;

r) “Pest Control Management Services” means the Pest Control Management Services, that will be provided to KAA by the Pest Control Management Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KAA from time to time;

s) “Duties” means providing, performing, auctioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KAA as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order

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.

3.6 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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.7 Inspections and Tests

3.7.1 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer. 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.

3.7.3 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.

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

3.8 Payment

3.8.1 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the Authority that services have been offered.

3.9 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.

3.10 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

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 executing the Contract.

d) If the tenderer underperform for three consecutive months within the same year.

e) 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.

3.12 Termination of insolvency

The Kenya Airports Authority may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Airports Authority.

3.13 Termination for convenience

The Kenya Airports Authority by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Airports Authority convenience, the extent to which performance of the contractor of 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 Kenya Airports Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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.

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.

3.15 Governing Language

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 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION D. SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the conditions of contract and the special conditions of contract, the provision herein shall prevail and supersede over those in the general conditions of contract.

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.


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” are calendar days;

i. “Months” are calendar months.

j. “Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

k. “Site” means the place or places where the Services are to be carried out.

l. “KAA’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

m. “Specification” means the Specification of the Services included in the Contract.

n. “Agreement” means this Agreement made between Kenya Airports Authority and the Contractor including the First and second schedules and to other document forming the Agreement;
o. “Effective Date” means the date that the services shall commence as stipulated in the Agreement.

p. “Party” means either KAA or the Contractor

q. “Both Parties” means KAA and the Contractor

r. “Rates” means the costs and charges of the services the Contractor shall provide to KAA; as provided for in the Second Schedule of this Agreement;

s. “Pest Control Services” means the Pest Control Services, that will be provided to KAA by the Pest Control Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KAA from time to time;

t. “Duties” means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KAA as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order

**CONTRACT DOCUMENTS**

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

a. Agreement,

b. Contractors Tender

c. Letter of Award and Acceptance,

d. General Conditions of Contract and Special Conditions of contract

e. Technical Specifications,

f. Schedule of Rates

g. Copy of Performance Bond

h. Tenderer Statement of compliance

i. Key Performance Indicators and Services Level Agreements
3. EMPLOYER’S REPRESENTATIVE’S DECISIONS

3.1 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.

4. INSTRUCTIONS

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

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

5. MANAGEMENT MEETINGS

5.1 A Contract 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.

5.2 An informal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7.

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

6. DURATION OF CONTRACT

a) This Agreement shall, unless extended by both parties, terminate at the end of two (2) years from the commencement date.

b) The Contractor may however choose to terminate the contract when the implementation of the KAA Pest Control Management Plan commences by giving a three (3) months’ notice.
7. PERFORMANCE APPRAISAL

7.1 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 is attached in appendix 2. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations and the Cleaning Management standards.

8. NON PERFORMANCE PENALTY

8.1 In the event that the Contractor does not administer the contract in whole or in part, KAA shall apply penalties as specified in this document. Any persistence beyond three months will call for termination proceedings to commence

9. TERMINATION

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

(a) **By Breach of Contract**

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

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

(b) **By Agreement** Either party may terminate the Agreement by giving to the other party three (3) months’ notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice;

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

10.1 The Contractor, his/her employees 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.

11. ASSIGNMENT

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

12. SUB-CONTRACT

12.1 The Contractor shall not be sub-contracted under this agreement.

13. PAYMENT TERMS

13.1 The Contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

14. PROVISION AND STANDARD OF SERVICE

(a) The Contractor shall provide services of acceptable standards set by KAA in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KAA;

(b) 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 KAA.

(c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Contractor shall immediately and without any delay notify KAA in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KAA shall evaluate the condition and may, at its sole discretion, waive the Contractor’s obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.
16. STAFF IDENTIFICATION

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

18. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

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

18.2 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.

19. PROBATION PERIOD

19.1 The Contractor shall provide the services to KAA 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 KAA.

20. NOTICE ADDRESSES

20.1 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.
21. TENDER PRICES

21.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

22. INDEMNITY

22.1 The Contractor shall indemnify and keep indemnified KAA, employees and against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, his/her employees or agents whilst performing their duties under this Agreement and against the dishonesty of its employees whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KAA, his/her employees or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the his/her employees or agents.

23. CLAIMS

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

24. INSURANCE

24.1 The Contractor shall insure its employees 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 of negligence or default of KAA, his/her employees or agents. The Contractor will indemnify KAA against all actions, claims and demands in respect of such injury.

24.2 The Contractor shall be required by KAA to avail the Policy of Insurance in respect thereof and proof of payment of current premium.
25. LIQUIDATED DAMAGES

25.1 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 the contract sum until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After which KAA may consider terminating the contract.

26. SALARY PAYMENT / BENEFITS

26.1 Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage indicated in the appendix 4 -Indicative Minimum Salary for Pest Control Management Personnel in a timely manner but not later than the fourth working day of each month. Proof of payment shall be submitted to KAA every month. Late payment shall not be tolerated under any circumstances

26.2 The Contractor shall ensure that all staff receives one (1) month paid leave for every 1 year of employment.

26.3 KAA 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.

27. SECURITY PASSES

27.1 All Contractor staff shall carry their staff ID Cards with them at all times.

27.2 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 ID card.

27.3 Each person shall be responsible for the safe keeping of his/her pass. Passes shall remain the property of KAA Security Dept. Any lost or stolen cards must be reported to KAA immediately, and all costs related to replacement of such cards shall be borne by the Contractor.
28 UNIFORM

28.1 Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including protective wear), plus provide name tags to be worn by Contractor personnel in performance of their respective duties under this Contract.

28.2 KAA reserves the right to approve the design style, fabrics and colors for uniforms and quality of shoes to be provided by the Contractor to his personnel providing services under this Contract.

28.3 Two (2) sets of uniform and two (2) pairs of safety shoes to be provided to each employee annually.

28.4 The Contractor shall provide safety wear including but not limited to 2 pairs of ear plugs per year, reflector jackets (1 per year), gumboots, leather gloves and gas masks first aid boxes that are always fully stocked and other necessary equipment and tools which shall form part of the grading procedures.

28.5 Uniforms to be replaced at a minimum of an annual basis and earlier if deemed necessary by KAA Representatives.

28.6 All uniforms and safety wear shall be subject to regular inspection by KAA Representatives. Contractor’s personnel shall ensure that the uniform and safety wear are clean and their appearance is neat and tidy at all times while providing the services.

28.7 All Contractors’ personnel shall wear a name tag that will be styled and colored as approved by KAA. The name tag shall reflect worker’s true identity.

28.8 All cost related to uniforms, safety shoes and other safety wear shall be borne by the Contractor.
29 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

29.1 The Contractor shall be responsible for the effective management of vacation leave; absences, sick-leave, special leave etc, and must ensure that sufficient systems and structures are in place to maintain the level of Service performance requirements under this Contract.

29.2 The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company’s reference.

29.3 The tenderer in case of any resignation/dismissal/or transfer of Supervisor the same will be replaced within 1 week. Any resignation of the above staff the Authority should be notified immediately.

29.3 The Contractor shall ensure, without fail that KAA is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by the Contractors Supervisor to KAA Representative. Planned leave should be advised giving at least one months’ notice. Contractor shall provide suitable Company approved replacement personnel for any absentee due to planned leave or sick leave.

29.4 The Contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, special leave, etc. in order to maintain the level of Service performance. In regards to planned leave the contract shall have prior pre-trained personnel to replace the personnel going on leave. This person shall report one month before to be trained on the duties of the personnel to be replaced and familiarize themselves with the duties of the contract and regulation of the aerodrome

29.5 The Contractors personnel assigned to this Contract shall not work on any other Contract or individual agreement be it temporary or part time.

30 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

30.1 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 fumigated v/s required in the Contract
c. Actual man-power histogram v/s planned number of personnel, absenteeism, replaced personnel, etc., to be provided on monthly basis.
d. 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.
e. Any incidence/accidents shall be reported immediately to the concerned KAA Representative. Contractor’s personnel shall fill incidence/accident forms to be provided by KAA highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident that took place during that month.
f. Salary report stating that all salaries have been paid on time; this shall be submitted on a monthly basis.
g. Other reports as requested by KAA Representative.

31. ENVIRONMENTAL CONSIDERATION

31.1 Kenya Airport Authority’s mission is to facilitate seamless connectivity through provision of efficient and effective Airport facilities and services in an Environmentally Sustainable Development manner. Thus the services shall be executed by a legally Registered Pest Control Company and a qualified certified personnel. The contractor shall provide the services in the contract areas in accordance with Pest Control Products Act Cap 346, Laws of Kenya, Kenya Airports Authority Pest Control Policy, Public Health Act Cap 242, and the Principals of World Health Organization (WHO) regarding the Chemical usage and their effects on Human Health, Environmental preservation and ILO Regulations on Occupational Hazards and Biosafety Protocol Compliance.

The Contractor is therefore required to be observing the following:
- Prevention of Environmental degradation
- Use of green products
- Energy reduction
- Use of environmentally friendly materials
- Reduction of water usage
- Reduction of waste
- Use of ‘green” energy efficient equipment
32 CONTRACTOR OBLIGATION

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

- All Pest Control Materials, Supervision, Labor, Tools, Equipment necessary for the performance of the Services.
- All daily, weekly and monthly reports as requested by KAA.
- Provision of a minimum two (2) sets of uniforms and two (2) pairs of safety shoes per year for the Contractor personnel providing services under this Contract to the Company.
- Company approved identification cards bearing the personnel photograph.
- Provision of 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.
- Safeguarding of the Contractor’s Pest Control material stocks and well-being of pest management equipment within the designated Contractor’s work area in a safe and tidy manner, and the removal from the site of all unused pest control materials on completion of the Services to the satisfaction of KAA.
- Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Airport Representative immediately.

33 UNACCEPTABLE METHODS

33.1 Pest Control

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

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

34.2 The Airport representative shall notify the Contractor of any complaints requiring his attention. The Contractor shall deal with such complaints in a prompt, courteous and efficient manner and the Contractor shall notify the Airport representative forthwith of how and when the complaint was resolved.

34.3 Complaints received by or referred to the Airport representative shall be investigated appropriately and can invoke default provision.

35 PEST CONTROL WORKS ORDERS

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

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

- The number of personnel required on site.
- The targets to be met
- Uniform and grooming standards
- General duties
- Required documentation Pest Control management rosters, attendance registers, duty rosters and any other necessary documentation.
- Mandatory meetings
- Time for reporting to duties

35.3 Any signed Pest Control work orders shall be deemed to be part of the Contract.
35.4 The successful Contractor shall ensure that every staff member understands and complies with the Pest Control management works orders.

36 PERFORMANCE MANAGEMENT

36.1 The Contractor must perform the required services to standard acceptable to KAA. Key Performance Indicators (KPIs) will be established to measure the ongoing performance of the Contractor.

36.2 KAA may apply the following KPIs as attached in appendix 3:-
   i. Standard of pest management services
   ii. Pest management complaints
   iii. Customer service
   iv. Safety management system
   v. Stability of Supervisor and staff
   vi. Presentation, uniforms and grooming
   vii. Staff attendance
   viii. Materials, Tools, and Equipment’s provided

36.3 The Contractor in consultation with the Authority may propose KPI’s which may be used to measure the ongoing performance of the contract.

36.4 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.

36.5 The tenderer shall be required to maintain the highest standards of pest control management services and decorum as is applicable to International Airports Standards. The services required shall be to the satisfaction of the Authority.

36.6 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.
36.7 The Authority shall carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities and the results factored in during monthly evaluations.

36.8 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, tools, equipment and labor and of the service for which the Contractor is in default and the Authority has had to rectify.

36.9 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.

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

<table>
<thead>
<tr>
<th>90% and above</th>
<th>Excellent (satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% to less than 90%</td>
<td>Good (satisfactory)</td>
</tr>
<tr>
<td>60% to less than 80%</td>
<td>Fair</td>
</tr>
<tr>
<td>50% to less than 60%</td>
<td>Poor</td>
</tr>
<tr>
<td>Less than 50%</td>
<td>Very Poor</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Evaluated Performance</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>70% to 79.9% (Fair)</td>
<td>10%</td>
</tr>
<tr>
<td>50% to 69.9% (poor)</td>
<td>20%</td>
</tr>
<tr>
<td>Below 50% (very poor)</td>
<td>40%</td>
</tr>
</tbody>
</table>

36.10 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 on a monthly basis. Wherever the service levels will not be met then the above deductions will be effected and where the performance for consecutive three months will be below 50% then termination proceedings will commence.
OTHER SPECIAL CONDITIONS OF CONTRACT

37 The Contractor shall pay the employees a monthly salary equal to or above the gazette minimum wage for General Nairobi County and will avail copies of his/her payroll quarterly to KAA to verify compliance.

38 The contractor shall ensure that all staff receives one (1) month paid leave for every one (1) years of employment.

39 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.

40 The successful tenderer shall provide transport to and from the airport for his or her staff on daily basis and should accommodate the total number of staff in a shift from and to WAP.

41 The Contractor shall be required to conduct in-house training for all his operational staff annually to cope with emerging trends in cleaning standards required in various areas of operations. This training MUST be conducted by qualified resource persons. The Authority may ask for proof of the in house training. Therefore evidence of such training should be available.

42 Training of staff should be done after every 6 months on pest control techniques.

43 Training manuals shall be made available to the Authority for approval.

44 Storage facilities if required will be provided to the contractor at rent and other terms to be specified by the Authority.

45 The Authority shall not be liable for any injury to the tenderer, his/her employees or licensees caused in the course of or consequential upon the performance of the services contracted herein.

46 The Contractor shall be responsible for the safety and security of the Authority’s property of whatever description in the contract areas and shall ensure that they are secured at all times from theft by his/her employees and all kinds of risks which may occasion loss and or damage.

47 Any employee and/or agent of the Contractor who is responsible of a misconduct whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Authority shall be liable to instant
removal from the KAA and the Authority may directly impose such conditions as it may
deeem necessary for his re-admission of the Authority.

48 The Contractor, his/her employees 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.

49 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 Authority 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.

50 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 with the
operation of the Airport, the Authority shall grant to the Tenderer, his/her employees
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.

51 The Contractor, the Contractors 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 as a result of the Contractor’s or his/her
employees’ or agents’ failure to observe or comply with such requirements.

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

53 The Contractor shall be required to be compliant with NSSF and NHIF requirements and
regulations for all the employees

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

Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff and labor, and in collaboration with and to the requirements and due satisfaction of the Port Health and at all times to comply with all standard health requirements in and around the Airport which the Authority may from time to time promulgate and allow the designated representation or agent of the Authority including medical officer of Port Health at all reasonable times to inspect the operations of the contract relating to the provisions of the services and all materials, equipment’s, disinfectants and detergents used in connection therewith.

56 Statutory Requirements

50.1 It is important that the Contractor fully understands the statutory duties of the Kenya Airports Authority because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the KAA. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.
SECTION V SCOPE OF WORK / SPECIFICATIONS FOR PEST CONTROL

The Items in the Bills of Quantities shall be read in conjunction with the specifications. Including:-
Fumigation against (cockroaches, fleas, moths, spiders, bees, snakes, locusts, Bed bugs, grasshoppers, termites, mosquitoes) among others to be done in all areas

LOCATION OF WORKS

The services, offered by a legally Registered Pest Control Company and by qualified certified staff will be performed at Wilson Airport which is located in Nairobi.

DETAILED WORKS

The services will be executed and maintained in strict accordance with the contract to the satisfaction of the Authority.

The contractor shall perform the services in all the areas as specified in the Bills of Quantities herein.

The contractor shall provide the services in the contract areas in accordance with Pest Control Products Act Cap 346, Laws of Kenya, Kenya Airports Authority Pest Control Policy and Public Health Act Cap 242

All works shall be executed in a way that it does not interfere with the normal operations of the Airport such as flow of passengers, personnel movements and shall comply with the Airport Regulations, uphold the Principals of World Health Organization (WHO) regarding the Chemical usage and their effects on Human Health, Environmental preservation and ILO Regulations on Occupational Hazards and Biosafety Protocol Compliance.

MAIN TASKS

Include but not limited to:-

a) Baiting
b) Spraying
c) Flushing
d) Fuming
e) Smoking
f) Trapping
g) Sucking
h) Collecting
i) Capturing
j) Disposing
k) Cleaning
l) Treating
m) Destroying at Source

All the pests as applicable in each case
SOURCE OF PRODUCTS

All the chemicals and apparatus used shall as currently Registered, Approved and or licensed by Kenya Pharmaceuticals and Poisons Licensing Board, Pest Control Products Board.

The Contractor shall show or Prove the Product name, active ingredients and their percentage of the chemical, dilution ratio, product Registration Number of the chemical, Quantity of the product to be applied per given area and manufacture and expiry dates of the product.

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”). This contract shall be deemed to have commenced immediately on signing by both parties. The term may be extended, terminated or renewed upon agreement by both parties.

BILLS OF QUANTITIES (BQ)

The Bills of Quantities (BQ) for Pest Control Management services should be read in conjunction with the instructions to bidders, special conditions of contracts, the schedule of works and drawings.

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

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

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

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

<table>
<thead>
<tr>
<th>NO</th>
<th>AREA/LOCATION</th>
<th>AREA IN SQFT</th>
<th>PESTS</th>
<th>RATE PER MONTH /QUARTER KSH</th>
<th>RATE PER YEAR KSH</th>
<th>FREQUENCY PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Terminal Building including washrooms and related areas</td>
<td>4,460</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, rodents, flies, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>KAA security office including washrooms and related areas</td>
<td>65</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Prestige hangar including washrooms and related areas</td>
<td>4,240</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>VIP Lounge including Commandants Office washrooms and related areas</td>
<td>3,305</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, rodents, snakes, fleas, safari ants etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>KAA administration block, prefab offices, including washrooms and related areas</td>
<td>5,830</td>
<td>Cockroaches, mosquitoes, fleas, safari ants, rodents, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>KAA administration block compound and related areas</td>
<td>2,781</td>
<td>Cockroaches, mosquitoes, fleas, safari ants, ant hills, bees and wasps</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Port health KAA offices including washrooms and related areas</td>
<td>635</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, rodents, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Procurement offices/stores, accounts office, archives and related areas</td>
<td>1,225</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, rodents, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Assembly Hall, Police station and related areas</td>
<td>575</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Area Description</td>
<td>Area (sq ft)</td>
<td>Pest control issues</td>
<td>Timing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------</td>
<td>--------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Assembly hall washrooms</td>
<td>390</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, rodents, snakes etc.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Yard compound and related areas</td>
<td>26,840</td>
<td>Snakes, Rodents, safari ants, ant hills, bees, wasps etc</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Toll stations including washrooms and related areas</td>
<td>330</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Miraa shade wash rooms</td>
<td>394</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Apron 1, 2, 3 and 4 and related areas</td>
<td>1,002,351</td>
<td>Rats, grasshoppers, moths, termites, bees, etc</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Electrical sub station</td>
<td>1,260</td>
<td>Mosquitoes, moths, rats, cockroaches, bees, snakes etc</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Airside open grass area</td>
<td>404,690</td>
<td>Safari ants, ant hills, bees, wasps, grasshoppers, snakes, bedbugs etc</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Landside areas</td>
<td>134,200</td>
<td>Safari ants, ant hills, bees, rodents, snakes, wasps etc</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Fire Station including washrooms and related areas</td>
<td>4,480</td>
<td>Cockroaches, mosquitoes, bedbugs, lice, fleas, safari ants, bees and wasps</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total cost per sq ft per annum
<table>
<thead>
<tr>
<th>Admin / Overhead cost per annum</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add 10% Profit margin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add 16% VAT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL FOR TWO YEARS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARRIED TO FORM OF TENDER</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Business Questionnaire form
5. Tender Security Form
6. Tender Securing Declaration Form (for defined/special groups)
7. Performance security form
8. Declaration form
9. Qualification Information form
10. Litigation History form
11. Certificate to site visit
12. Tenderer compliance form
FORM OF TENDER

Date________________________

Tender No._____________________

To…………………………..

[Name and address of Kenya Airports Authority]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos... [Insert numbers, of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [Provision of Pest Control Management Services at WAP] in conformity with the said tender documents for the sum of:


[Total tender amount in words and figures for ..................................................

.............................................................................................................................

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 _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Kenya Airports Authority).

4. We agree to abide by this Tender for a period of [120] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _________________ day of_________________ 20

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of__________

50
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 1 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 1 General

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of Business Premises</th>
<th>Plot No, Street/Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Postal address ............. Tel No. ................................ Fax Email

Nature of Business .................................................................

Registration Certificate No. ..................................................

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers ................................................................

Branch .........................................................................................

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full............</td>
</tr>
<tr>
<td>Nationality...................</td>
</tr>
<tr>
<td>Citizenship details........</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
<tr>
<td>State the nominal and issued capital of company</td>
</tr>
<tr>
<td>Nominal Kshs.</td>
</tr>
<tr>
<td>Issued Kshs.</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

Date ........................................................ Signature of Candidate ..................................
TENDER SECURITY FORM

Whereas ........................................... [Name of the tenderer]
(Hereinafter called “the tenderer”) has submitted its tender dated..................[date of submission of tender] for the provision of ..........................................................

[Name and/or description of the services]

(Hereinafter called “the Tenderer”)........................................................................

KNOW ALL PEOPLE by these presents that WE..................................................

Of..................................................having registered office at

[Name of Kenya Airports Authority](Hereinafter called “the Bank”)are bound unto..............

[Name of Kenya Airports Authority](Hereinafter called “the Kenya Airports Authority”) in the sum of ............

for which payment well and truly to be made to the said Kenya Airports Authority, 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 tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Airports Authority 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 tenderers;

we undertake to pay to the Kenya Airports Authority up to the above amount upon receipt of its first written demand, without the Kenya Airports Authority having to substantiate its demand, provided that in its demand the Kenya Airports Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This 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)
TENDER SECURING DECLARATION FORM

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

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

Tender No………………………………………………………………

To: Kenya Airports Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

   (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

   (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on ____________ day of __________________, _______ [insert date of signing]
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)
DECLARATION FORM

Date ___

To __________________________

__________________________

The tenderer i.e. (name and address) ____________________________

________________________

declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

________________________
Title Signature Date

(To be signed by authorized representative and officially stamped)
**LITIGATION HISTORY**

Name of Applicant or partner of a joint venture

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. If none, please indicate NONE.

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Applicant</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
<th>Disputed amount (current value Kshs.)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
QUALIFICATION INFORMATION FORMAT

1.1 Name of tenderer

Principal place of business

1.2 Total annual volume of work performed in the last three years

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
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</tbody>
</table>

*Note: Audited accounts for 2016, 2017 and 2018 must be attached*

1.3 Work performed of a similar nature (3 No) currently being undertaken

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Name of Client:</th>
<th>Contact Person</th>
<th>Start Date (Month/Year)</th>
<th>Completion Date (Month/Year)</th>
<th>Value of Services (Kshs)</th>
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</table>

*Note: Tenderers must attached proof in the form of Letters of Award or Contract Agreements*
1.4 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment Type</th>
<th>Minimum Number required</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

1.5 Qualifications 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 1)

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
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</table>

1.6 Evidence of access to liquid assets as specified for different lots. Proof should be in the form of cash in hand, letter of credit/ bank overdraft, attach supportive documents.
CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that,
………………………………………………………………………………………………………………………………………………
(Name of Tenderer or his representative) of the firm of,
………………………………………………………………………………………………………………………………………………………… (Name of Firm Tendering)
In the company of,
…………………………………………………………………………………………………………………………………………………………
(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

PROVISION OF PEST CONTROL MANAGEMENT SERVICES – WAP

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 works 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
Appendix 1

Resume of Proposed Personnel

<table>
<thead>
<tr>
<th>Name of Bidder</th>
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<table>
<thead>
<tr>
<th>Position</th>
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</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
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</thead>
<tbody>
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<tr>
<td>Professional qualifications</td>
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<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
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<tr>
<td>Address of employer</td>
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<tr>
<td>Telephone</td>
<td>Contact (manager / personnel officer)</td>
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<tr>
<td>Fax</td>
<td>E-mail</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Job title</td>
<td>Years with present employer</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
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<tbody>
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### KEY PERFORMANCE INDICATORS

<table>
<thead>
<tr>
<th>KPI's for Pest Control Management Contractor</th>
<th>Excellent</th>
<th>Good</th>
<th>Average</th>
<th>Poor</th>
<th>Very Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pest Control Management Standard</strong></td>
<td>The standard of pest control management are observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.</td>
<td>The standard of pest control management as observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard.</td>
<td>The standard of pest control management as observed on regular inspection this month is acceptable, few issues to action. Consistently to an acceptable standard.</td>
<td>The standard of pest control management are observed on regular inspection this month is below standard, numerous issues to rectify. Inconsistent, often a lot of issues to deal with.</td>
<td>The standard of pest control management are observed on regular inspection this month is very poor standard, building was noticeably not fumigated. Very inconsistent usually a poor standard.</td>
</tr>
<tr>
<td><strong>Complaints</strong></td>
<td>We receive compliments from public and tenants but no complaints.</td>
<td>Very few complaints or none, from the public or tenants.</td>
<td>Few complaints from the public or tenants and promptly attended to.</td>
<td>Some complaints from the public or tenants.</td>
<td>Constant complaints from public or tenants.</td>
</tr>
<tr>
<td><strong>Customer Service</strong></td>
<td>Individual Handyman goes above and beyond the call of duty. High standard verified by Hoed (If relevant).</td>
<td>Handymen are proactive in offering service. High standard verified by Hoed (If relevant).</td>
<td>Acceptable. Handyman is polite and helpful. High standard verified by Hoed (If relevant).</td>
<td>Needs improvement Handyman polite, but not very helpful. Poor results from Hoed (Where relevant).</td>
<td>Poor or none. Handyman is impolite. Poor results from Hoed (Where relevant).</td>
</tr>
<tr>
<td><strong>Environmental Management</strong></td>
<td>Environmental management system is optimized; contractor uses Environment friendly chemicals approved by the Pest Control Board.</td>
<td>Ambience of the environment is excellent; Environmental management is excellent.</td>
<td>Ambience of the environment is Acceptable; Environmental management is Acceptable</td>
<td>Some problems in docks.</td>
<td>Environmental Management are unacceptable; Environmental Management system is disorganized. Non-use of Approved Chemicals from the Pest Control Board</td>
</tr>
<tr>
<td>KPI's for Pest Control Management Contractor</td>
<td>Excellent</td>
<td>Good</td>
<td>Average</td>
<td>Poor</td>
<td>Very Poor</td>
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<tr>
<td>Safety Management System</td>
<td>Excellent safety mgmt. system, up with best in this trade. Includes up to date training records. Clear signs of implementation.</td>
<td>Very good SMS, includes training records. Clear signs of implementation.</td>
<td>Acceptable SMS. Documentation is complete and safe work practices are observed.</td>
<td>SMS is incomplete or needs improvement. Doubts over implementation.</td>
<td>Inadequate SMS. Definite signs of non-implementation. Unsafe work practices are observed.</td>
</tr>
<tr>
<td>Stability of Supervisors &amp; Staff</td>
<td>Supervisor, drivers and handymen, with no changes. Few site staff changes.</td>
<td>Very good, supervisor, drivers and handymen; changes are rare. Few site staff changes.</td>
<td>Supervisor does not change often. Site staff reasonably stable.</td>
<td>Too many changes to senior staff. Many changes to site staff.</td>
<td>Supervisor, drivers and handymen change frequently. Many changes to site staff.</td>
</tr>
<tr>
<td>Presentation &amp; Uniforms</td>
<td>All staff are well presented, in perfect uniform and equipped at all times.</td>
<td>All staff are well presented. Very high standard of uniforms almost all the time, few exceptions.</td>
<td>Occasional exceptions but promptly rectified. Overall acceptable.</td>
<td>Often a staff member unacceptable.</td>
<td>Many people often out of uniform or look untidy or not equipped.</td>
</tr>
</tbody>
</table>

I CONFIRM TO ABIDE BY THE ABOVE KEY PERFORMANCE INDICATORS

NAME OF CONTRACTOR/BIDDER:

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
<th>Date</th>
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Official Rubber Stamp

MANAGING DIRECTOR
SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

In the event the above is contravened we accept that the following to apply —
   a) The person shall be disqualified from entering into a contract for the procurement; or
   b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.
   c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have.

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

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

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

Company Seal / Business Stamp

NON-DEBARMENT DECLARATION

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

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

Company Seal / Business Stamp