PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES AT KISUMU INTERNATIONAL AIRPORT

(GRASS CUTTING, VEGETATION CONTROL, GARDENING, AFFORESTATION BUFFER ZONE, DRAINAGE MANAGEMENT AND CLEANING OF PAVED AREAS)

(Re-advertised)

(ELIGIBILITY IS RESERVED FOR DULY REGISTERED WOMEN OWNED ENTERPRISES)

TENDER NO. KAA/OT/KIA/1494/2017-2018

APRIL 2019
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SECTION A: INVITATION FOR TENDERS

DATE: APRIL 2019

RE: PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES (GRASS CUTTING, VEGETATION CONTROL, GARDENING, AFFORESTATION BUFFER ZONE AND DRAINAGE MANAGEMENT) AT KISUMU INTERNATIONAL AIRPORT

TENDER NO. KAA/OT/KIA/1494/2017-2018

1.1 Kenya Airports Authority invites competent and eligible Environmental Management services providers to submit sealed bids for the Provision of following Provision of Environmental Management Services (Grass Cutting, Vegetation Control, Gardening, Afforestation Buffer Zone and Drainage Management) at Kisumu International Airport.

1.2 Interested and eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, office of the GM (Procurement & Logistics) from 8.00 am to 5.00 pm local time, Monday to Friday except lunch time between 1.00 pm and 2.00 pm and on public holidays.

1.3 A complete set of tender documents tender in English language may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand Only (Kshs. 1,000/-) or an equivalent amount in freely convertible currency in cash or Bankers cheque payable to the Managing Director, Kenya Airports Authority. 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 send to their email address.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.

1.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 14th May, 2019 at 11.00 a.m” and addressed to:

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

and deposited in the Tender Box situated on 2nd Floor, Kenya Airports Authority Headquarters, Nairobi, so as to be received on or before 14th May, 2019 at 11.00 a.m. Tenders will be opened immediately thereafter in the presence of the candidates or their
representatives who choose to attend at the Conference Room on 1st Floor, Kenya Airports Authority Headquarters.

1.6 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters.

1.7 A Site Visit & pre-bid meeting will be held at Kisumu International Airport on 30th April, 2019 at 10.00 am, Bidders to make travel and accommodation arrangements at their own cost.

1.8 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.

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

GM (PROCUREMENT AND 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 procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 Procuring entity 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document is Not Applicable.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender 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) Principal’s or manufacturers authorization form
xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of 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 Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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 procuring entity within 30 days of receiving the request.

2.10 **Tender Currencies**

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

2.11 **Tenderers Eligibility and Qualifications.**

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

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

2.12 **Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7

2.12.3 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 Procuring entity as non responsive, pursuant to paragraph 2.20

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

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 procuring entity on the Tender Form; or

   (b) In the case of a successful tenderer, if the tenderer fails:

      (i) to sign the contract in accordance with paragraph 30 or
      (ii) to furnish performance security in accordance with paragraph 31.

   (c) If the tenderer rejects, correction of an error in the tender.
2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

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

(a) be addressed to 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 14th May, 2019 at 11.00 a.m.

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 Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 14th May, 2019 at 11.00 a.m.

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

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

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity 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 procuring entity 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 procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **11.00 a.m. on 14th May, 2019** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to 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 procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers’ tender.
2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required 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 Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Procuring entity 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 procuring entity’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 Procuring entity 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 procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) **Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity 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 Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender,
provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

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

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

2.27 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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

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

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

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

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Eligibility is reserved for duly registered, Women Owned Enterprises.</td>
</tr>
<tr>
<td></td>
<td>However, tenderers with two or more running contracts with Kenya Airports Authority are not eligible to participate in this tender.</td>
</tr>
<tr>
<td>2.11</td>
<td>Tenderers shall submit copies of original documents as a proof that they meet all the requirements of the evaluation criteria below:</td>
</tr>
<tr>
<td>2.12</td>
<td>Tenderers to provide duly filled Tender Securing Declaration Form</td>
</tr>
<tr>
<td>2.13</td>
<td>The tender validity period is 120 days</td>
</tr>
<tr>
<td>2.14.2</td>
<td>All pages of the bidding documents should be serialized from the first to the last page including all the attachments</td>
</tr>
<tr>
<td>2.27</td>
<td>Performance Security shall be 1% of the contract price.</td>
</tr>
</tbody>
</table>

Pre-tender meeting/Site Visit

A site visit/pre-bid meeting will be on **30th April, 2019 at 10.00am** in the **Conference room** at **Kisumu International Airport**. The site visit will start at **10.00 am** and it is mandatory that all bidders must attend. Failure to attend will lead to disqualification.
EVALUATION CRITERIA FOR PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES

The evaluation committee shall conduct a preliminary evaluation of the Mandatory requirements to determine whether the following requirements have been met: -

1. MANDATORY REQUIREMENTS

Bidders shall submit the following mandatory requirements; -

   a. Copy of Certificate of Company Incorporation/Registration.
   b. Copy of a Valid KRA Tax Compliance Certificate.
   c. Duly filled and signed Tender Securing Declaration Form
   d. Duly filled and signed Form of Tender and Price Schedule.
   e. Duly filled and signed Confidential Business Questionnaire Form.
   f. Duly filled and signed Self - Declaration Form.
   g. Duly filled and Signed Certificate of Site Visit.
   h. Duly filled and signed service level agreement Questionnaire
   i. Attach a valid AGPO Certificate from National Treasury for enterprise registered under the preferences and reservation regulations 2013 - Registered Women Owned Enterprises.
   j. Provide evidence of bank account which the mandatory signatory is the candidate disclosed in the AGPO Certificate.

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

2. TECHNICAL EVALUATION:

Documentary evidence must be provided for each requirement – noncompliance shall lead to disqualification

   a. Personnel

The bidder should submit Qualifications and Experiences of key operations Personnel as follows; -

One Supervisor

   i. Minimum Diploma in Environmental Science, Environmental Studies, Environmental Management, Environmental Planning, Environmental Education or Environmental Engineering or a related field qualifications – Attach Academic certificates
   ii. Attach his/her fully signed curriculum vitae (CV) i.e. signed by both the employer and employee
3. **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.
- Bidders are to provide one original and one copy of the tender document.
- Bidders are required to paginate the tender document from the first to the last page including all the attachments.
SECTION III GENERAL CONDITIONS OF CONTRACT

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3.2 Application
3.3 Standards
3.4 Use of contract documents and information
3.5 Patent Rights
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3.10 Assignment
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3.14 Resolution of disputes
3.15 Governing language
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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 Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the 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 Procuring entity under the Contract.

d) “The Procuring entity” 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

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements
3.5 **Patent Right’s**
The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**
Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity 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 Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to
drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written 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 procuring entity’s prior written consent.

3.10 Termination for Default

The Procuring entity 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 Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.
c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### 3.12 Termination of insolvency

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

### 3.13 Termination for convenience

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

### 3.14 Resolution of disputes

The procuring entity’s 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 for resolution to the formal mechanisms specified in the SCC.
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 its 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 specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complement provisions of section III must be incorporated

b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.
SECTION IV SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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.


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;

2. **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 Agreement as will be agreed by both parties

3. EMPLOYER’S REPRESENTATIVE’S DECISIONS

3.1 The Airport Manager – KIA is the appointed employer’s representative

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 Tendering Notes

4.1 The Bidder is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform KAA at once and have the same rectified.

4.2 Should the Bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform KAA in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Bidder’s Tender due to mistakes which should have been rectified in the manner described above.

4.4 It is the sole responsibility of the bidder to ensure all the documents submitted are well bounded and KAA shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.5 The Bidder shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
4.6 This tender would be awarded to bidder who qualify as the lowest best evaluated bidder.

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

5.2 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.

6. MANAGEMENT MEETINGS
6.1 A Contract top management meeting shall be held in January, April, August, and December 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.

6.2 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 8.

6.3 Communication between parties shall be effective only when in writing through letter or official email address.

7. DURATION OF CONTRACT
a. This Agreement shall, unless extended by both parties, terminate at the end of two (2) years from the commencement date but is subject to renewal for an additional one year upon satisfactory performance.

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

8.1 On a monthly basis the employer’s representative(s) and the Contractor shall conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities every Friday. Such records shall form part of subsequent deliberations and or action as stipulated in clause 9 & 10 below. The performance evaluation form would be used to evaluate the service provider throughout the contract period. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations and the Environmental Management standards for respective lots.

9. NON-PERFORMANCE PENALTY

9.1 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 two months will call for termination proceedings to commence.

9.2 In the event the contractor scores 50% or less more than three (3) times within the same financial year then termination proceeding will be initiated immediately.

10. TERMINATION

10.1 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.
   iii. The Contractor scores 50% or less in more than three (3) appraisal occurrence within the same financial year.
   iv. The Contractor fails to meet the minimum staff levels and working equipment numbers at all times except when permitted in writing by the Airport Manager or Representative and alternative sort. Any shortfalls should be notified to the Airport Manager or representative within 6 hours after it occurs in writing.

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

11. CONFIDENTIALITY
11.1 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.

12. ASSIGNMENT
12.1 The Contractor shall not assign or sub-contract any of its obligations, rights or duties under his Agreement.

13. SUB-CONTRACT
13.1 The Contractor shall not be sub-contracted under this agreement.

14. PAYMENT TERMS
14.1 The Contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.
14.2 Work force shall be divided into the following categories
   a. Supervisor
   b. Driver
   c. Machine operator
   d. Gardeners
   e. Handymen/handywomen
   The work force shall be paid not less than the minimum gazetted government wage
   A scanned copy (softcopy) of the master roll for the payment will be submitted on the 15th day of every month to the Airport Manager or his representative using the official email address submitted by the bidder to the organization for purposes of communication.
   Invoice for payment should be submitted to Kenya Airports Authority Head Office by the 1st day of every month.
   Payment of staff should be done by 7th day of every month and this will be based on the scheme provided in section 14.2

15. 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. Environmental Management Supervisor Qualification
16.1 The Contractor’s Environmental Management Supervisors on the ground must have the under listed qualifications
Must have 1 qualified supervisor with at least a diploma in Environmental Science, Environmental Studies, Environmental Management, Environmental Planning, Environmental Education, Environmental Engineering or a related field (attach CV and copies of technical/professional certificates).
16.2 KAA shall verify these qualifications and those below these qualifications shall not be accepted.
16.3 The Contractor shall undertake basic training of all the staff on environmental management, occupational safety and health, firefighting, first aid, handling of hazardous chemicals and any other training as applicable from a reputable Organization such KAA.

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

18. Performance Security
18.1 The Contractor shall, before, executing this agreement furnish KAA with a Performance security (issued by a reputable Bank operating in Kenya) whose value shall be equivalent to Ten per cent (1%) of the annual Contract Value. The performance security will have a one-year value, renewable three months before the expiry of each year of the contract period.
19. **Inducement/Payment of Commission and Corrupt Gifts**
19.1 The Contractor shall not offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

19.2 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.

20. **Probation Period**
20.1 The Contractor shall provide the services to KAA on a probationary basis for the first Three (3) months from the commencement of this Agreement and subject to performance during this period the Agreement may be confirmed or terminated in writing at the discretion of KAA.

21. **Notice Addresses**
21.1 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.

22. **Tender Prices**
22.1 The contract price will be fixed during the term of contract and not subject to variation on any account except on changes in taxation or minimum wages.

23. **Indemnity**
23.1 The Contractor shall indemnify and keep indemnified KAA, employees and public against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, his/her employees or agents whilst performing their duties under this Agreement and against the dishonesty of its employees whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KAA, his/her employees or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the his/her employees or agents.
24. **Claims**
24.1 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.

25. **Insurance**
25.1 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.

25.2 The Contractor shall be required by KAA to avail every year a valid Policy of Insurance certificate in respect thereof and proof of payment of current premium.

26. **Liquidated Damages**
26.1 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 this KAA may consider terminating the contract.

27. **Salary Payment/Benefits**
27.1 Contractor shall ensure that each person engaged in this contract is paid at least minimum gazetted government wage depending on their job designation/classification.

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

27.3 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.

28. **Security Passes**
28.1 All Contractor staff shall carry their staff ID Cards and **must also obtain valid security passes which should be worn at all times when on duty**.

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

28.3 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.

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

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

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

29.4 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 (2 times per year), first aid boxes that are always fully stocked and other necessary equipment and tools which shall form part of the grading procedures.

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

29.6 All uniforms and safety ware 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.

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

29.8 All cost related to uniforms, safety shoes and other safety ware shall be borne by the Contractor.

30 Leave / Absenteeism / Termination / Replacement
30.1 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.

30.2 The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company’s reference.
30.3 The Contractor shall not transfer, remove, or replace any of his personnel who are providing the Services without the prior written approval of KAA.

30.4 Should KAA identify any of the Contractor’s personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the Contractor shall replace these personnel at no cost to KAA.

30.5 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.

30.6 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 regard 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.

30.7 The Contractor’s personnel assigned to this Contract shall not work on any other Contract or individual agreement be it temporary or part time basis at KIA.

31 Monthly Report, Meeting, and Performance Evaluation

31.1 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 acreage serviced v/s required in the Contract
b. Status of Environmental Management equipment
c. Actual man-power histogram v/s planned number of personnel, absenteeism, replaced personnel, etc, this to be provided on monthly basis.
d. Areas of concern encountered during performance of the 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 including a copy of payroll 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.

32. **Environmental Consideration**
32.1 Kenya Airport Authority’s mission is to facilitate seamless connectivity through provision of efficient and effective airport facilities and services in an environmentally sustainable manner to exceed stakeholder expectations. The Authority core values are customer focus, integrity & professionalism, teamwork, creativity & innovation, good corporate governance, environmental sustainability and corporate social responsibility.

The Contractor is therefore required to be observing the following:

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

33. **Contractor Obligations**
33.1 Notwithstanding the responsibility of the Contractor to fulfil all the Contract obligations, the Contractor without being limited to the following shall provide:

a. All Environmental Management services materials, supervision, labour, Environmental Management equipment necessary for the performance of the Services.

b. All daily, weekly and monthly reports as requested by KAA.

c. 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.

d. Company approved identification cards bearing the company name, the personnel passport photograph, identification number of personnel, personal number (pin number) and expiry date of the company identification card (validity to be 1 year maximum).

e. 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.

f. Safeguarding of the Contractor’s Environmental Management service material stocks and well-being of Environmental Management equipment within the designated Contractor’s work area in a safe and tidy manner, and the removal from the site of all unused Environmental Management materials on completion of the Services to the satisfaction of Company.
g. Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Airport Manager or Representative immediately;

34 Unacceptable Methods
34.1 Methods of Environmental Management 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 Manager’s representative, investigate all unacceptable methods reported to the Airport Manager’s representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

35 Complaints
35.1 The Airport Manager’s representative shall receive all complaints and any received directly by the Contractor will be redirected to the Airport Manager’s representative forthwith.
35.2 The Airport Manager’s 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 Manager’s representative forthwith of how and when the complaint was resolved.
35.3 Complaints received by or referred to the Airport Manager’s representative shall be investigated by the Airport Manager’s representative who, in appropriate cases, can invoke the default provision.

36 Environmental Management Works Orders
36.1 The successful Contractor representative in consultation with the Airport’s Representatives shall provide in writing specific Environmental Management works orders within fourteen days from commencement of duties. (This timeframe must be strictly adhered to.)
36.2 Environmental Management works orders must be accessible and available on site at all times. These site orders shall inter alia deal with the following issues:
   a. The number of Environmental Management personnel required on site.
   b. The targets to be met
   c. Uniform and dress standards
   d. General duties
   e. Required documentation: Environmental Management rosters, attendance registers, duty rosters and any other necessary documentation.
   f. Mandatory meetings
   g. Time for reporting for duties
36.3 Any signed Environmental Management works orders shall be deemed to be part of the Contract.

36.4 The successful Contractor shall ensure that every staff member understands and complies with the Environmental Management works orders.

37 Performance Management

37.1 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 and shall form part of supplier appraisal.

37.2 KAA would apply the following KPIs as attached in appendix 2: -
   a. Standard of cleanliness
   b. Environmental Management complaints
   c. Customer service
   d. Safety management system
   e. Stability of Supervisor and staff
   f. Presentation & uniforms
   g. Environmental Management staff attendance

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

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

37.5 The Kenya Airports Authority shall carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities.

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

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

37.8 The Kenya Airports 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.
37.9 Grading for performance standards attained in each month shall be made in the following manner.
- 90% and Above - Excellent
- 80% and above - Good
- Between 60% and 79% - Average
- Between 50% 59% - Poor
- 49% and below - Very poor

37.10 In the event that the level of service provided is not satisfactory, the Authority shall 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>Above 60% to 79 (average)</td>
<td>5%</td>
</tr>
<tr>
<td>50% to 59% (Poor)</td>
<td>20%</td>
</tr>
<tr>
<td>Below 49% (Very poor)</td>
<td>40%</td>
</tr>
</tbody>
</table>

37.11 The Contractor in consultation with the KAA shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the Contractor. Wherever the service levels will not be met then the above deductions will be effected and WHERE THE PERFORMANCE WILL BE BELOW 50% IN MORE THAN 3 APPRAISAL OCCURRENCE WITHIN THE SAME FINANCIAL YEAR THEN TERMINATION PROCEEDINGS MAY COMMENCE.

38 Expectations and responsibilities of the provider/contractor
38.1 The Contractor shall pay the employees a monthly salary as specified by KAA in the Bill of Quantities on breakdown of staff remuneration.
38.2 The Contractor shall be required to conduct in-house training for all his operational staff annually to cope with emerging trends in Environmental Management standards required in various areas of operations. This training MUST be conducted by qualified resource persons.
38.3 The Authority shall not be liable for any injury to the bidder, his/her employees or licensees caused in the course of/or consequential upon the performance of the services contracted herein.
38.4 The Contractor shall be responsible for the safety and security of the Authority’s property of whatever description in the contract areas and shall ensure that they are secured at all times from theft by his/her employees and all kinds of risks which may occasion loss and or damage.
38.5 Any employee and/or agent of the Contractor misconducting himself/herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Authority shall be
liable to instant removal from the KAA and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the premises of the Authority.

38.6 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.

38.7 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 wilful default of the Contractor, its employees, agents or sub-Contractors, arising from or in connection with the performance of the services.

38.8 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 Bidder, his/her employees or agents full access to and from the contract areas for purposes of performance of the services under this contract upon fulfilment of set requirements.

38.9 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.

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

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

38.12 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.

38.13 Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff and labour, and in collaboration with and to the
requirements and due satisfaction of the Port Health and at all times to comply with all standard 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, disinfectants and detergents used in connection therewith.

39 Implementation and execution of the contract
39.1 The overall responsibility for the execution and implementation of the Environmental Management services rest with the Environmental Management Supervisor who will be the designated representative of the Contractors.
39.2 The Environmental Management Supervisor shall have full power and authority to act on behalf of the Contractor. In addition, the station Environmental Management Supervisor must be competent and responsible, and have adequate experience in carrying out the Environmental Management services and shall exercise personal supervision on behalf of the Contractor.
39.3 The Environmental Management Supervisor is responsible for the supervision and management of the Contractors’ personnel.

40 Statutory Requirements
40.1 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.

41 Deployment of machines
Machines to be deployed by Contractor are the property of the Contractor and will be maintained by the Contractor at his/her own cost. The Contractor should deploy minimum number of machines as per the requirement. The machines brought on site will not be allowed to be taken away except for repairs, till completion of contract duration. The register indicating machines numbers etc. for identification will be prepared on the day of start of work and will be open for inspection by the officers from KAA. In case of any short fall on a particular day the recovery shall be made at the rate as specified in tender document.
The Contractor should procure/ arrange and demonstrate the required equipment/machines for Environmental Management services within seven
days of signing the contract agreement as per the numbers and machines specified in the tender document. Machines/equipment brought by the Contractor should always be in working conditions. If any defects occur in the machinery, the same shall be repaired and made workable within twenty-four hours. However, till such time the Contractor has to make an alternative arrangement to maintain the premises at their own cost and for this alternative arrangement nothing extra is payable. No machine shall be out of order for more than 3 days. If it remains out of order beyond this time, recovery shall be made at the rates specified in tender document for number of days for which machines remain non-functional. The cost of running charges of machines i.e. for fuel, petrol or battery i.e. replacement of parts etc. shall be borne by the Contractor and nothing extra is payable.

42 Provisions of Materials
The Contractor shall supply all materials, including consumables such as soap, detergents etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. All materials used shall be approved in writing by the KAA representative at least one month prior to the Commencement Date and any proposed changes shall be discussed with and agreed by the KAA representative in advance. The KAA representative reserves the right to refuse the use of any chemicals on environmental grounds. The Contractor would be expected to adopt/ adjust to new products in the market at no cost to KAA.
SECTION E: SCOPE OF WORKS

Introduction
The Kenya Airports Authority (KAA) is a Government Institution established in 1991 by an Act of Parliament to provide facilitative infrastructure for civil aviation services in the country. Its vision is “to facilitate seamless connectivity through provision of efficient and effective Airport facilities and services in an environmentally sustainable manner to exceed stakeholders’ expectation. KAA’s core values include:

a. Wholehearted focus on the customer
b. Dedication to an exemplary high-performance management work ethic
c. Devotion to the maintenance of a highly motivated, committed and productive workforce
d. Unquestionable commitment to the highest levels of integrity, and a zero-tolerance approach to corruption and fraud; and
e. A firm pledge to be a good corporate citizen upholding outstanding social and environmental responsibility.

The service will be carried out at Kisumu International Airport.

KIA has developed a new Environmental Management Plan 2017 - 2018 and it intends to implement the recommendations of the Environmental Self Audits in this new contract.

Background
It is Kenya Airports Authority intention to seek a well-established, fully qualified Environmental Management Contractor who can provide a service based on:

a. A holistic, flexible and pro-active approach to Environmental Management services
b. Demonstrate value for money
c. Raise the standard and maintain an exceptional level of Environmental Management

All the bidders will be evaluated and the successful bidder(s) will be appointed to provide the Environmental Management services and will enter into a contract agreement with KAA.

Kenya Airports Authority may choose to include or remove sites throughout the term of the agreement at its discretion. This is mainly due to refurbishment /upgrading projects. Throughout the term of the agreement KAA may choose to utilize the agreement for the other sites however this is not guaranteed.
Scope of Environmental Management Works
The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the management and shall comply with and adhere strictly to the managements’ instructions and directions. The Contractor shall perform the services in the following areas:
SCOPE OF ENVIRONMENTAL MANAGEMENT WORKS - GRASS CUTTING, VEGETATION CONTROL, GARDENING AFFORESTATION BUFFER ZONE, DRAINAGE MANAGEMENT AND CLEANING OF PAVED AREAS

The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the management and shall comply with and adhere strictly to the managements’ instructions and directions. The Contractor shall perform the services in the following areas:

**Table 1:** Scope of Environmental Management Services

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>DUTIES</th>
<th>WORK DETAILS</th>
<th>MACHINERY REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landside</td>
<td>Grass and vegetation maintenance</td>
<td>Maximum grass height 3cm</td>
<td>Gyro Mower</td>
</tr>
<tr>
<td></td>
<td>• Grass cutting and maintenance</td>
<td></td>
<td>Finishing Mower or Drum Mower</td>
</tr>
<tr>
<td></td>
<td>• Clearing of the fence of vegetation</td>
<td></td>
<td>or Shredder</td>
</tr>
<tr>
<td></td>
<td>growth</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Application of herbicide on the fence</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Raking to remove unwanted materials</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Manicure of grass along the edge of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>road and pavements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gardening</td>
<td>Flower garden maintenance</td>
<td>As approved by Airport Manager or Representative</td>
<td>Garden Tools</td>
</tr>
<tr>
<td></td>
<td>• Application of fertilizer and manure</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>during planting and every 3months</td>
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<td></td>
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<tr>
<td></td>
<td>• Weeding once a week</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Replacement of flowers as advised by the</td>
<td></td>
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<tr>
<td></td>
<td>Airport Manager or representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Collection of litter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AREA OF WORK</td>
<td>DUTIES</td>
<td>WORK DETAILS</td>
<td>MACHINERY REQUIRED</td>
</tr>
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<td>--------------------</td>
<td>------------------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Airside</td>
<td><strong>Grass and vegetation maintenance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Grass cutting and maintenance</td>
<td>Maximum grass height 3cm</td>
<td>• Lawn mower/ Grass Trimmer</td>
</tr>
<tr>
<td></td>
<td>• Clearing of the fence of vegetation growth</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Application of herbicide along the fence</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Raking to remove unwanted materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Manicure of grass along the edge of the road and pavements</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gardening</td>
<td>• Flower garden maintenance</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Application of fertilizer and manure during planting and every 3 months</td>
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<tr>
<td></td>
<td>• Weeding once a week</td>
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<tr>
<td></td>
<td>• Replacement of flowers as advised by the Airport Manager or representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Collection of litter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Planting a Jurantus Hedge around the and maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Management</td>
<td>• Waste Collection</td>
<td>Daily management</td>
<td>PPE and transport vehicle</td>
</tr>
<tr>
<td>AREA OF WORK</td>
<td>DUTIES</td>
<td>WORK DETAILS</td>
<td>MACHINERY REQUIRED</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Waste Transfer Station Management</td>
<td></td>
<td>• Broom, buckets, hosepipes, jembe,</td>
</tr>
<tr>
<td></td>
<td>• Waste Transportation</td>
<td></td>
<td>spade, knapsack</td>
</tr>
<tr>
<td>Drainage System –</td>
<td>• Clearing opening drains of vegetation and desilting</td>
<td>Application of herbicide mandatory</td>
<td></td>
</tr>
<tr>
<td>Airside and landside</td>
<td>• Cleaning of slot drains</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cleaning of culverts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paved areas landside</td>
<td>• Sweeping and clearing of paved areas of all foreign material e.g.</td>
<td>Washing or sweeping with broom,</td>
<td>• Broom, buckets, hosepipes, jembe,</td>
</tr>
<tr>
<td>and airside</td>
<td>soil, dust, paper, plastic, debris, stones, metal, rocks, vegetation</td>
<td>Use of herbicide and manual removal</td>
<td>spade, knapsack</td>
</tr>
<tr>
<td></td>
<td>• Removal of all vegetation growing on the paved surface and removal of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>silt etc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Afforestation on the</td>
<td>• Supply and planting of 200 trees seedling assorted (exotic and</td>
<td>Watering, weeding, application of</td>
<td>• Pangas, space</td>
</tr>
<tr>
<td>Airside and landside</td>
<td>indigenous)</td>
<td>manure</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION F: SCHEDULE OF REQUIREMENTS

Main Services
Environmental Management Services comprising which includes but not limited to the following activities;

a. Grass will be trimmed and the contractor shall ensure the grass never exceeds the indicated lengths every day and throughout the year. There will be no excuse for none implementation of this condition. Bidders are asked to familiarize themselves with the environmental conditions and rates of plant growth in the Region before completing the bid document.
b. Raking and Tidying in areas where grass cutting has been done is mandatory and will be done no later than 24 hours after the grass has been cut.
c. Trees and shrubs in the areas detailed in the contract for grass cutting shall be pruned or cut as required by Airport manager.
d. Lawn mowing with a lawn mower or grass trimmer shall be done throughout in all the areas where the tractor is not suitable.
e. Grass to remain green where water points are available and flowing, new water point will be established within the contract period by KAA and the contractor will ensure the areas are equally watered to ensure they are green throughout the contract period.
f. Grass around light fixtures, other essential equipment and signage shall be cut regularly with slashers to ensure that there are no obstructions at any time.
g. Herbicides will be applied around the lights fixtures, other essential equipment and signage in January, March, May, July, September, December to ensure there is no growth of vegetation around them.
h. Collecting of stones in all areas where grass is cut shall be done on a daily basis to ensure effective grass cutting with tractors.
i. Grass cutting along the driveways and tarmac to be neatly cut and trimmed.
j. Grass shall be mowed and manicured neatly especially along the edges of Runway, Aprons, taxiways, Roads, and all paved areas in Kisumu International Airport.
k. Grass to remain healthy and green all the year round especially at the Terminal building areas.
l. Pest control through spraying of pesticides to be done once a month especially in areas with Anthills.
m. Ensuring the area of work are always left clean every day before workers break off in the evening.
n. The contractor shall inform the Airport Manager in writing whenever a machine(s) or equipment(s) breaks down in writing within 24 hours of the
occurrence and will thereafter ensure it is serviced or replaced within 48 hours.

o. The contractor shall ensure redundant and unserviceable equipment and any other material not in use which could be considered as clatter is removed from Kisumu International Airport premises within 24 hours. Such material observed may result in a penalty not exceeding 5% of the service level agreement within the first 7 days thereafter it will result in a penalty of not exceeding 10% for that period of observation and any month thereafter.

p. KAA shall provide office for the contractor for storage and operations on request and at the expense of the contractor upon request and when available. The facility shall also include a bathroom facility which shall be managed by the contractor to the standards of an International Airport. Applications of this facility shall be made in writing to the Airport Manager for consideration.

Qualification of Proposed Supervisor
The Contractor shall be required to maintain the highest standards of cleanliness and decorum as in applicable to international airports. For this reason, the contractor’s obligation will be as below against which standards shall be measured.

- Must have 1 qualified supervisor with at least a diploma in Environmental Science, Environmental Studies, Environmental Management, Environmental Planning, Environmental Education or Environmental Engineering or related field. Attach CV and copies of technical/professional certificates.

Minimum Requirements for Materials and Equipment
The materials and equipment provided must be adequate to provide the services required to the required standards and must be available and in use on site for the duration of the contract. The equipment must be maintained in good working condition at all times. Tools and equipment shall include but not limited to the following those listed in service level agreement questionnaire.

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

Consumables to be provided during the contract period as a minimum
1. Hand washing and Bathing soap/cream for contractor’s staff
2. Detergents for washing contractor’s facility, uniform and equipment
3. Disinfectant for cleaning of the bathrooms
4. Waste Polythene Bags for collection and temporary storage of the contractor’s waste.

**Technical Requirements** (*Operational requirements*)
The bidder must have the following machinery, tools, item and equipment listed in table 2 below upon award of contract. The contractor will be required to bring the equipment’s to Kisumu International Airport in readiness for the work after signing of the contract as a procedure of inspection;

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Tractors complete with gyro-mower/shredder/disc mower</td>
<td>2</td>
</tr>
<tr>
<td>2. Tractors complete with Finishing Mower</td>
<td>2</td>
</tr>
<tr>
<td>3. Handheld transceiver ground-to-air No. 1 or Ground-to-ground</td>
<td>1</td>
</tr>
<tr>
<td>4. Grass trimmers</td>
<td>6</td>
</tr>
<tr>
<td>5. Pick up truck for patrol and other works</td>
<td>1</td>
</tr>
<tr>
<td>6. Dash hoes complete with handle</td>
<td>10</td>
</tr>
<tr>
<td>7. Fork Jembe complete with handle</td>
<td>10</td>
</tr>
<tr>
<td>8. Jembes/hoes complete with handle</td>
<td>8</td>
</tr>
<tr>
<td>9. Pangas</td>
<td>20</td>
</tr>
<tr>
<td>10. Portable( Or equivalent) motorized knapsack</td>
<td>2</td>
</tr>
<tr>
<td>11. Power saw</td>
<td>2</td>
</tr>
<tr>
<td>12. Metallic Rakes complete with handle</td>
<td>20</td>
</tr>
<tr>
<td>13. Slashers</td>
<td>20</td>
</tr>
<tr>
<td>14. Twisted bar</td>
<td>4</td>
</tr>
<tr>
<td>15. Water hose pipe 50m( 0.75”) each</td>
<td>4</td>
</tr>
<tr>
<td>16. Watering cans and watering touch</td>
<td>4</td>
</tr>
<tr>
<td>17. Wheel barrows</td>
<td>6</td>
</tr>
</tbody>
</table>

The Contractor shall provide appropriate protection gear approved by the Airport Manager and subsequent inspection of the same will be done after contract signing. In case the contractor fails to meet the minimum requirement, the contract shall be terminated. Below find samples provided by the Airport Manager.

The contractor is expected to provide the employees with Overall – blue logo/name of the company, Trousers or skirt – blue, T-shirts – blue, Socks – cotton, Ear plugs, Reflector jackets, Gumboots, Leather boots, Leather gloves, caution signs and Dust masks as a minimum requirement. Inspections will be done to check provision and compliance of the same.
Table 4: Occupational Health and Safety tool/equipment to be used during the contract period as a minimum at the time of inspection

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sweeping brooms</td>
<td>4</td>
</tr>
<tr>
<td>2. Hand brushes</td>
<td>2</td>
</tr>
<tr>
<td>3. First aid boxes complete with required furnishing</td>
<td></td>
</tr>
<tr>
<td>• Advanced kit</td>
<td>4</td>
</tr>
<tr>
<td>• Normal portable kit</td>
<td>6</td>
</tr>
</tbody>
</table>

At least 75% of the staff will be trained from a reputable Organized approved by Kenya Airports Authority in First Aid every year and certificates issued before the contract begins and every 12 months thereafter.

PHOTOS OF THE SAMPLES ENVIRONMENT HEALTH AND SAFETY ITEMS

KHAKI OVERALL

SHIRTS AND TROUSERS/SKIRT

SAFETY GOGGLES
MOUTH MASK

REFLECTOR JACKETS

EAR PLUGS

LEATHER HAND GLOVES

GUMBOOTS

LEATHER BOOTS

VEHICLE AND TRACTORS OPERATING IN THE AIRPORT AIRSIDE

Beacon/Siren

Reflective strip
All vehicles and tractors shall be fitted with a functioning Beacon/siren and have a reflective strip all round

Lack of ANY of the Items in this table listed as material and equipment in the mentioned quantities and in proper work or mechanically working condition during contract execution period will result in 30% deduction from the level of service performance since they are all considered as the basic minimum and mandatory requirement. The contractor should therefore ensure that this basic minimum and mandatory requirement are always in place for scheduled and unscheduled inspection. However, the Contractor shall be expected to specify and list equipment to be used to achieve the required standards. Proof of access to the equipment as indicated is required and bidders will be evaluated on this. Attach proof of access throughout the contract period e.g. logbook or lease agreement or letter of agreement.

Sources of Product/Equipment to be used
Products/Equipment to be utilized shall be of high quality. The management may call for test reports on the products and equipment used if the quality is doubtful. Such costs of testing, transportation and any other related costs to this test will be borne by the Contractor or to be deducted from his monthly payments.

Operations Plan
The bidder is required to provide an operational plan showing the following:
- Deployment of staff
- Deployment of staff on daily, weekly and monthly basis
- Distribution of equipment to achieve intended purpose in all areas.
- A detailed work plan
- A supervisor daily checklist
- Emergency or contingency measures in terms of staffing for any eventuality.

Duration of the Contract
The bidder 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.
**Signage**
Provide warning signs alerting users of impending danger where appropriate e.g. Environmental Management Works in progress. These signs shall be neat and presentable and be marked and painted in colours approved by the Kenya Airports Authority.

**Quality assurance**
Provide quality assurance forms to be designed by the Authority and that shall be filled as required. These forms shall be checked every hour by the Authority’s representative.

**BILLS OF QUANTITIES**
N.B: While submitting the bids, bidders are required to give the unit rates of Environmental Management specific areas and applied in the contract. These rates shall be applicable in case of future changes in scoped where for expansion of work areas if need arises

**Means of Transport**
The selected bidder will be expected to provide transport for its staff. Bidders should demonstrate availability/commitment of transport to ferry their staff to and from the Airport on daily basis.
SECTION G – STANDARD FORMS

Notes on Standard Forms

1. The bidder shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to bidders 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 bidders, the bidder 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 bidders 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 bidder and the Kenya Airports Authority in accordance with the instructions to bidders or general conditions of contract.

4. The performance security forms should not be completed by the bidders at the time of tender preparation. Only the successful bidder 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.
FORM OF TENDER

Date: …………………

Tender No.: TENDER NO. KAA/OT/KIA/1494/2017-2018

To  M/s __________________________________________________________
P.O. Box __________________________________________

[Name and address of procuring entity]

Gentlemen and/or Ladies:
Having examined the tender documents including Addenda Nos.: ________ [insert numbers], of which is hereby duly acknowledged, I/We, the undersigned, offer to provide environmental management service in conformity with the said tender documents for the sum of Kenya Shillings as follows; -

1. Environment Management Service (Grass Cutting, Vegetation Control, Gardening, Afforestation, Buffer Zone, Drainage Management, and Cleaning of Paved Areas) for two (2) years a total of _________________. [total tender amount in words] ________________ [total tender amount in figures] inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. One-Off pay for supply of Caution signage’s at a total of _________________. [total tender amount in words] ________________ [total tender amount in figures] inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender (Samples A+B+C)

a. I/We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

b. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to one (1%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by KAA.

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

d. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of intention to enter into a contract does not constitute a binding Contract between us.

Dated this _____ day of______________ 2019 ____________________________ [signature]

In the capacity of: ________________________________ [Designation]

Duly authorized to sign tender
for and on behalf of: ________________________________ [Name of Organization/Company]
## PRICE SCHEDULE - ENVIRONMENT MANAGEMENT SERVICES

### Table 1: Price Schedule for Grass cutting and vegetation control

<table>
<thead>
<tr>
<th>Area of work</th>
<th>Charges per acre per month (KES.)</th>
<th>Charges for total acreage per month (KES.)</th>
<th>Charges for total acreage per year (KES.)</th>
<th>Charges for total acreage for 2 years (KES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landside and Airside grass cutting and vegetation control</td>
<td>788 acres</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 2: Price Schedule for Gardening and drainage management

<table>
<thead>
<tr>
<th>Area of work</th>
<th>Quantity (in m²)</th>
<th>Unit rate (m²)</th>
<th>Charges/rate per month (KES.)</th>
<th>Charges per year (KES.)</th>
<th>Charges per two (2) years (KES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landside and Airside gardening</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drainage system maintenance</td>
<td>3800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paved areas (Car park, apron, Taxiways, Runway)</td>
<td>350,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 3: Price Schedule for Afforestation – Supply and Maintenance

<table>
<thead>
<tr>
<th>Area of work</th>
<th>No. of seedlings</th>
<th>Unit cost of seedling (KES.)</th>
<th>Charges/rate per month (KES.)</th>
<th>Charges per year (KES.)</th>
<th>Charges per two (2) years (KES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afforestation</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 4: Waste Management Services Pricing Structure

<table>
<thead>
<tr>
<th>Type of waste</th>
<th>Estimated Waste weight (Kg mixed waste per day)</th>
<th>Charges per ton (KES.)</th>
<th>Charges per month (KES.)</th>
<th>Charges per year (KES.)</th>
<th>Charges for 2 years (KES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Management Service (Mixed waste - e.g. Paper, Plastic, glass, Green, Metallic, and Others)</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Table 5: Supply of Wheeled Bins on Signing of Contract as Per Sample

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit cost (KES.)</th>
<th>Total cost (KES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheel Plastic Waste Bins green in colour (one-off) – as per sample</td>
<td>50 litres</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>240 litres</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>660 litres</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Stickers – as per sample</td>
<td>Sample A</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sample B</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caution signage’s</td>
<td>Sample C</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sample D</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SAMPLE A:  

**Please Keep off the grass**

SAMPLE B

SAMPLE C

*Exclude the writings that are not in English*

<table>
<thead>
<tr>
<th>Signage dimension: 800mm x 300mm</th>
<th>Signage dimension: at least 1m high</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height of stand: 1meter</td>
<td></td>
</tr>
<tr>
<td><strong>Material:</strong></td>
<td><strong>Material:</strong></td>
</tr>
<tr>
<td>Signage is plastic/metallic</td>
<td>Signage is plastic</td>
</tr>
<tr>
<td>Stand is metallic/wood</td>
<td></td>
</tr>
</tbody>
</table>

**Table 8: Price Schedule summary**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount Per Month (Ksh.)</th>
<th>Total Amount Per year (Ksh.)</th>
<th>Total amount for 2 years (Ksh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Landside grass cutting and vegetation control</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Airside grass cutting and vegetation control</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Landside and Airside Gardening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Afforestation supply and maintenances</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Drainage system management

<table>
<thead>
<tr>
<th>Units</th>
<th>Quantity</th>
<th>Unit cost</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample A</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample B</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample C</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add 16% VAT

**Grand Total**

### Cleaning of paved areas

<table>
<thead>
<tr>
<th>Units</th>
<th>Quantity</th>
<th>Unit cost</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample A</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample B</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample C</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(MOVE GRAND TOTAL TO FORM OF TENDER)

### Table 9: Supply of One-off items

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit cost</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cautionary Signage’s – as per sample</td>
<td>Sample A</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sample B</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sample C</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(MOVE GRAND TOTAL TO FORM OF TENDER)

**NOTE:** In case of discrepancy between unit price and total, the unit price shall prevail.
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
- **Business Name**: 
- **Location of Business Premises**: 
- **Plot No.**: Street/Road  
- **Postal address**: 
- **Tel No.**:  
- **Fax**: 
- **Email**: 
- **Nature of Business**: 
- **Registration Certificate No.**:  
- **Maximum value of business which you can handle at any one time – Ksh.**: 
- **Name of your bankers**: 
- **Branch**: 

### Part 2 (a) – Sole Proprietor
- **Your name in full**:  
- **Age**:  
- **Nationality**: Country of Origin  
- **Citizenship details**:  

### Part 2 (b) – Partnership
Given details of partners as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Part 2 (c) – Registered Company**

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Conflict of Interest:** I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) ..............................................................................................................
b) ..............................................................................................................
c) ..............................................................................................................
d) ..............................................................................................................

For and on behalf of M/s .................................................................
In the capacity of .................................................................
Dated this ......................day of ............................................2019

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

Date .................. (Title/Designation) ................................. (Signature) .................

“Company’s” Official Rubber Stamp .................................................
TENDER SECURITY FORM

Whereas ………………………………………… [Name of the bidder]
(Hereinafter called “the bidder”) has submitted its tender dated………………… [Date of submission of tender] for the provision of …………………………………………………………………………………..
[Name and/or description of the services]
(Hereinafter called “the Bidder”) ………………………………………………………………………..
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 2017.

THE CONDITIONS of this obligation are:
1. If the bidder withdraws its Tender during the period of tender validity specified by the bidder on the Tender Form; or
2. If the bidder, 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 bidders;
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)
PERFORMANCE SECURITY FORM

To: ..............................................................................................................................
[Name of the Kenya Airports Authority]

WHEREAS......................................................................................................................
[Name of bidder]

(Hereinafter called “the bidder”) has undertaken, in pursuance of Contract No.________ [reference number of the contract] dated _______________2019 to
supply............................................................................................................................
[Description services] (Hereinafter called “the contract”)

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, 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 bidder 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 2019

_____________________________________________ ___________________
Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]
(Amend accordingly if provided by Insurance Company)
SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

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

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

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

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

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

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

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

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

Company Seal/Business Stamp
SERVICE LEVEL AGREEMENT QUESTIONNAIRE

*This Questionnaire forms part of Tender evaluation process and is to be completed by bidders and submitted with their tender offer. The objective of the Questionnaire is to provide an overview of the status of the bidder’s commitment during the operational phase. The Bidder will be required to verify their responses noted in their Questionnaire by providing evidence of their ability and capacity for relevant matters. The list provided below provides for the minimum requirement to enable the bidder perform the work/service efficiently.*

| TENDER No.: | [blank] |
| CONTRACT DESCRIPTION: | [blank] |
| CONTRACTOR: | [blank] |

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>NO. OF EQUIPMENT</th>
<th>CONFIRM PROVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tractors complete with gyro-mower/ shredder/disc mower</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Tractors complete with Finishing Mower</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Handheld transceiver ground-to-air No. 1 or Ground-to-ground</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Grass trimmers/Brush cutters</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Pickup truck for patrol and other works</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Dash hoes complete with handle</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Fork Jembe complete with handle</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Jembes/hoes complete with handle</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Pangas</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Portable motorized knapsack</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Power saw</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Metallic Rakes complete with handle</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>NO. OF EQUIPMENT</td>
<td>CONFIRM PROVISION</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Slashers</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Twisted bar</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Water hose pipe 50m(0.75”) each</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Watering cans and watering touch</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Wheel barrows</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Sweeping brooms</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Hand brushes</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>First aid boxes complete with required furnishing (Advanced kit)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>First aid boxes complete with required furnishing (Normal portable kit)</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that,
M/s

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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## APPENDIX 1

### Resume of Proposed Supervisor

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

<table>
<thead>
<tr>
<th>Position</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional qualifications</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of employer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Job title</td>
</tr>
</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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# APPENDIX 2: KEY PERFORMANCE INDICATORS

<table>
<thead>
<tr>
<th>KPI's for Environmental Management Contractor</th>
<th>Excellent</th>
<th>Good</th>
<th>Average</th>
<th>Poor</th>
<th>Very Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Management Standard</td>
<td>The standard of cleanliness are observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.</td>
<td>The standard of cleanliness are observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard.</td>
<td>The standard of cleanliness are observed on regular inspection this month is acceptable, few issues to action. Consistently to an acceptable standard.</td>
<td>The standard of cleanliness 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 cleanliness are observed on regular inspection this month is very poor standard, building was noticeably unclean. Very inconsistent usually a poor standard.</td>
</tr>
<tr>
<td>Complaints</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>Customer Service</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>Environmental Management</td>
<td>Environmental management system is optimized; cleaners make pro-active contribution.</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 is are unacceptable; Environmental Management system is disorganized Recycling is not effective.</td>
</tr>
<tr>
<td>Safety Management System</td>
<td>Excellent safety mgt system, up with best in this trade. Includes up to date training records.</td>
<td>Very good SMS, includes training records. Clear signs of implementation.</td>
<td>Acceptable SMS. Documentation is complete and safe work</td>
<td>SMS is incomplete or needs improvement. Doubts over implementation.</td>
<td>Inadequate SMS. Definite signs of non-implementation. Unsafe work</td>
</tr>
<tr>
<td>KPI's for Environmental Management Contractor</td>
<td>Excellent</td>
<td>Good</td>
<td>Average</td>
<td>Poor</td>
<td>Very Poor</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
<td>------</td>
<td>---------</td>
<td>------</td>
<td>-----------</td>
</tr>
<tr>
<td>Stability of Supervisors &amp; Staff</td>
<td>Clear signs of implementation.</td>
<td>practices are observed.</td>
<td></td>
<td>practices are observed.</td>
<td></td>
</tr>
<tr>
<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>
<td></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>
TENDER SECURING DECLARATION FORM

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 12 months starting on the proposed commencement date of the contract, 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]
CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between…………[name of procurement entity] of ………………………[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and ……………………….[name of tenderer] of ………[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity 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 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) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity 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 Procuring entity)

Signed, sealed, delivered by___________the _________(for the tenderer)

in the presence of________________.