PROVISION OF CLEANING SERVICES FOR GENERAL AREAS, TOILETS AND PEST CONTROL FOR TERMINAL 1E – JOMO KENYATTA INTERNATIONAL AIRPORT

(Eligibility for Women, Youth and People Living with Disability)

KAA/OT/JKIA/1535/2018-2019

JUNE 2019
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section i: invitation for tenderers

date; 4th june 2019

tender name: provision of cleaning services for terminal 1e at jomo kenyatta airport (jkia)

1.1 the kenya airports authority (kaa) invites bids from eligible candidates to provision of cleaning services for terminal 1e at jomo kenyatta airport (jkia)

1.2 interested 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 in english language may be obtained by interested candidates kenya airports authority headquarters procurement office. 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 and 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 25th June, 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.

1.6 tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the conference room, 1st floor, kenya airports authority headquarters complex building.
1.7 The Tender Security shall be the dully filled and signed Tender Securing Declaration Form.

1.8 A Site Visit & Pre-bid meeting will be held at Jomo Kenyatta International Airport on 20th June 2019 at 10.00 a.m. Bidders to Congregate at the Conference room located on the roof top of the Parking Garage.

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

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

GM (PROCUREMENT & LOGISTICS)
For: MANAGING DIRECTOR/CEO
SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The Kenya Airports Authority’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Airports Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of tendering

2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Airports Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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

2.3 Contents of Tender Documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders:

   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Schedule of Requirements
   v) Details of service
   vi) Form of tender
   vii) Price schedules
   viii) Contract form
   ix) Confidential business questionnaire form
x) Tender security form  
xi) Performance security form  
xii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

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

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

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

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

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be a dully filled and signed Tender Securing Declaration Form.

2.12.2 The tender security is required to protect the Kenya Airports Authority against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7.

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

   a) A bank guarantee.
   b) Cash.
   c) Such insurance guarantee approved by the Authority.
   d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Airports Authority as non-responsive, pursuant to paragraph 2.20.

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

2.12.6 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:
(a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Airports Authority on the Tender Form;

or

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

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Airports Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Airports Authority as non-responsive.

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
(a) be addressed to the Kenya Airports Authority at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 25th June 2019 at 11.00 am,”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Airports Authority at the address specified under paragraph 2.15.2 no later than 25th June 2019 at 11.00 am.

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

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.
2.17.5 The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya Airports Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Kenya Airports Authority will open all tenders in the presence of tenderers’ representatives who choose to attend, at 25th June 2019 at 11.00 am and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of Tenders

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

2.19.2 Any effort by the tenderer to influence the Kenya Airports Authority in the Kenya Airports Authority’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
2.20.3 The Kenya Airports Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan.

The Kenya Airports Authority requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.
Tenders’ offering to perform longer than the Kenya Airports Authority’s required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23 **Contacting the Kenya Airports Authority**

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

2.23.2 Any effort by a tenderer to influence the Kenya Airports Authority in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer’s tender.

2.24 **Post qualification**

2.24.1 In the absence of pre-qualification, the Kenya Airports Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Kenya Airports Authority deems necessary and
appropriate.

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

2.25 Award Criteria

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

2.26 Procuring entities right to vary quantities

2.26.1 At the time the Contract is awarded, Kenya Airports Authority reserves the right to increase or decrease the quantity of Products and Services originally specified in the Tender Document (Schedule of Requirements) by an amount up to the percentage indicated in the Appendix to Instruction to Tenderers, and without any change in the unit price or other terms and conditions of the Tender and Tender Documents.

2.27 Procuring entities right to accept or reject any or all tenders

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

2.27.2 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.

2.28 Notification of award

2.28.1 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.

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

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

2.29 Signing of Contract

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

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

2.29.3 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.

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

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

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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE CLAUSE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
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<tbody>
<tr>
<td>2.1.1</td>
<td>Eligible tenderers are contractors incorporated in Kenya with proven internal capacity and expertise to carry out the works described in this tender document</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Clarification of Documents</td>
</tr>
<tr>
<td></td>
<td>The address for the purpose of clarification of tender document is as follows:</td>
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<tr>
<td></td>
<td>General Manager</td>
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<td></td>
<td>Procurement and Logistics,</td>
</tr>
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<td></td>
<td>Kenya Airports Authority,</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 19001</td>
</tr>
<tr>
<td></td>
<td>00501, Nairobi</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></td>
</tr>
<tr>
<td></td>
<td>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders.</td>
</tr>
<tr>
<td>2.14</td>
<td>Tender Security</td>
</tr>
<tr>
<td></td>
<td>Tender security shall be a duly filled and signed Tender Securing Declaration Form</td>
</tr>
<tr>
<td>2.30.1</td>
<td>Performance Security</td>
</tr>
<tr>
<td></td>
<td>After fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish KAA with the performance security.</td>
</tr>
<tr>
<td></td>
<td>Performance security shall be valued at 1% of the total contract price, in the format provided and shall be in form of;</td>
</tr>
<tr>
<td></td>
<td>1. Cash or banker’s cheque, or</td>
</tr>
<tr>
<td></td>
<td>2. A bank guarantee, or</td>
</tr>
<tr>
<td></td>
<td>3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</td>
</tr>
<tr>
<td></td>
<td>4. Letter of credit.</td>
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</tbody>
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### MANDATORY EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
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<tbody>
<tr>
<td>1.</td>
<td>Copy of Certificate of Company Incorporation/Registration</td>
</tr>
<tr>
<td>2.</td>
<td>Attach a current and valid certificate from National Treasury for enterprise registered under the preferences and reservation regulations 2013 (Special group) Youth Group, Women Group or People Living with Disability Group Category.</td>
</tr>
<tr>
<td>3.</td>
<td>Copy of valid KRA Tax Compliance Certificate</td>
</tr>
<tr>
<td>4.</td>
<td>Duly filled Confidential Business Questionnaire (Provide details of Company’s Director's and attach copies of their national identification cards or passports)</td>
</tr>
<tr>
<td>5.</td>
<td>Copy of current CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided. Sole proprietors will not be required to provide the CR12.</td>
</tr>
<tr>
<td>6.</td>
<td>Duly filled self - declaration form</td>
</tr>
<tr>
<td>7.</td>
<td>Duly filled form of tender</td>
</tr>
<tr>
<td>8.</td>
<td>Certificate of site visit signed by the tenderer and KAA representative</td>
</tr>
<tr>
<td>9.</td>
<td>Duly Filled and Signed Tender Securing Declaration Form</td>
</tr>
<tr>
<td>11.</td>
<td>The service provider to indicate the minimum monthly wage rate inclusive of house allowance to pay each of the three categories of staff as per the latest Government Gazette notice on minimum wage rates.</td>
</tr>
</tbody>
</table>

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

### Evaluation Matrix

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Aspect</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Three (3) Trained and qualified floor supervisors with a One (1) year Academic Certificate in housekeeping skills <em>(Each Academic certificate shall score five marks)</em></td>
<td>Academic Certificate</td>
</tr>
<tr>
<td>2</td>
<td>The supervisors must have a minimum of six (6) months experience. (Provide a CV for each)</td>
<td>Experience (6) months</td>
</tr>
<tr>
<td>3</td>
<td>Type of chemicals and detergents such as disinfectants, multipurpose cleaning detergents, stain removers, degreasers, wooden polishes, window cleaners. <em>(provide list in form of table)</em></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Housekeeping safety procedures: 1. Correct use of Caution signs, 2. Correct use of PPEs e.g., reflective jackets, safety boots, nose masks 3. Working at heights 4. Safety cleaning procedures (use of correct chemicals/detergents/polishes)</td>
<td>A write up of Not less than a page-each</td>
</tr>
<tr>
<td>5</td>
<td>Provide a work plan for allocation of staff covering 24 hours,</td>
<td>Indicate list of staff distribution as per the BOQs and duties to be performed</td>
</tr>
<tr>
<td>6</td>
<td>Wage rates for each of the category of staff</td>
<td>Indicate the amount inclusive of house allowance and attach a copy of the gazette notice.</td>
</tr>
<tr>
<td>7</td>
<td>Equipment and machines to be used to achieve the intended purpose. Show proof ownership by providing lease agreement/Receipt and attach pictures of the same</td>
<td>Specific machines to be used during operations</td>
</tr>
<tr>
<td>8</td>
<td>Cleaning schedules <em>(This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly) etc.)</em></td>
<td>Daily/weekly/monthly duties</td>
</tr>
<tr>
<td>9</td>
<td>Training Schedule <em>(This shall include but not limited type of training, No. of personnel, apparatus to be used, time etc.)</em></td>
<td></td>
</tr>
</tbody>
</table>
TECHNICAL EVALUATION PASS MARK

NB: Bidders who are not substantially responsive to the above criteria shall be disqualified and not evaluated further.

FINANCIAL EVALUATION:

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

Pre-tender meeting/Site Visit

A mandatory site visit/pre-bid meeting will be organized on 20th June 2019 at 10.00 am. Tenderers will assemble at the Airport Manager office at JKIA conference room third floor (Temporary International arrivals/Parking Garage) conference room.

NOTE:
Those attending the site visit should carry valid identification documents (National Identity Card/Passport) original and copy, for security screening and also have comfortable walking shoes.

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

Bidders are required to serialize their bidding document from the first to the last page.
SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) “The contract” means the agreement entered into between the Kenya Airports Authority and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Airports Authority under the Contract.

d) “The Kenya Airports Authority” means the organization sourcing for the services under this Contract.

e) “The contractor” means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Days” means calendar days;

3.2 Application

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

3.3 Standards

The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements.

3.4 Patent Right’s

The tenderer shall indemnify the Kenya Airports Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the
successful tenderer shall furnish to the Kenya Airports Authority the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5(i) The proceeds of the performance security shall be payable to the Kenya Airports Authority as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5(ii) The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya Airports Authority and shall be in the form of:

a) Cash.
b) A bank guarantee.
c) Such insurance guarantee approved by the Authority.
d) Letter of credit.

3.6 The performance security will be discharged by the Kenya Airports Authority and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Kenya Airports Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Airports Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Airports Authority.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Airports Authority may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Airports Authority.

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

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, vary from the prices by the tenderer in its tender or in the Kenya Airports Authority’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.4 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Kenya Airports Authority’s prior written consent.

3.5 Termination for Default

3.5.1 The Kenya Airports Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Airports Authority.

b) If the tenderer fails to perform any other obligation(s) under the Contract.

c) If the tenderer, in the judgment of the Kenya Airports Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.6 Termination for Insolvency

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

3.7.1 The Kenya Airports Authority by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Airports Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.8 Resolution of disputes

3.8.1 The Kenya Airports Authority and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.8.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to an arbitrator to be agreed upon by both parties PROVIDED ALWAYS THAT THE PROVISIONS OF S. 33 of the KAA Act shall prevail.

3.9 Governing Language

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

3.10 Force Majeure

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

3.11 Applicable Law.

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

3.12 Notices

3.12.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address as may be specified by both parties.
3.12.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.
4. SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.0 The service provider shall provide a minimum number of staff as indicated below:-

NOTE: The numbers shall be verified on the inception and implementation of the contract.

No. of stewards/Cleaners = 30
No of supervisors = 03
No of Exterminators = 02
Total No of Staff = 35

4.1 Special Conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of contract.

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

4.3 The successful bidder will meet the cost of

a) Access passes for his employees,
b) Toll and parking charges and
c) Port health training as currently in force and subject to review from time to time.
d) Basic fire and safety training of the personnel
e) Training of staff shall be done after every 6 months on housekeeping techniques, training manuals shall be made available to the Authority for approval.
f) Any other training that may be required in the course of the contract

4.42 The Authority reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result.

4.43 The successful bidder shall be required to conduct in-house training for all his operational staff every 6 months to cope with emerging trends in housekeeping standards required in various areas of an International airport. This training MUST be conducted by qualified resource persons and submitted and approved by Kenya Airports Authority.

4.44 Any customer complaint received by the Authority in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.

4.45 In the event that no remedial action and the cause of lapse has been taken/provided within 24 hrs. The Airport manager representative shall factor this in the Weekly/Monthly evaluation.
4.46 Response time of the contractor should be within 15 minutes of any complaint raised. Failure to respond on time the Airport manager representative shall apply his/her own absolute discretion to penalize or not depending on the nature of complaint.

4.47 Storage facilities if required will be provided to as per the terms and specification by the Authority.

4.48 The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Airport Manager and shall comply with and adhere strictly to the Airport Manager’s (or his representative’s) instructions and directions.

4.49 The tenderer shall be required to maintain the highest standards of cleaning services and decorum as is applicable to international airports PROVIDED ALWAYS, The services required shall be to the satisfaction of the Airport Manager.

4.410 The tenderer shall permit free and unfettered access to and provide such assistance as the Authority may require to the Authority’s representatives or other persons authorized or engaged by the Authority, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.

4.411 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 and the summary of the result factored in during weekly/monthly evaluation.

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

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

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

a) In the event that the level of service provided is not satisfactory, the Authority may deduct from the applicable contract price in respect of the relevant month on the following percentages:

<table>
<thead>
<tr>
<th>Evaluated Performance</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>70% to 79.99% (Fair)</td>
<td>5%</td>
</tr>
<tr>
<td>50% to 69.99% (poor)</td>
<td>10%</td>
</tr>
<tr>
<td>Below 50% (very poor)</td>
<td>20%</td>
</tr>
</tbody>
</table>
Subject to the Clause on Performance Management of the Special Conditions of Contract, percentage scores such as 79.99%, 69.99% will not be rounded off to the higher figure.

4.4.14 Third Party or Public liability covers shall be endorsed for the Insurer to provide the Authority with at least thirty (30) days prior written notice of cancellation or adverse material alteration.

b) Before commencing the execution of works, the contractor, but without limiting his obligations and responsibilities as specified shall insure against any damage, loss of injury which may occur to any property including that of the Authority or to any person including any employee of the Authority by or arising out of the execution of the works or temporary works or in the carrying out of the Contract.

c) Such insurance shall be effected with an insurer and in terms approved by the Authority (which approval shall not be unreasonably withheld) and or at least the amount stated in the Tender and the Contractor shall whenever required produce to the Managing Director or Managing Director's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

d) The tenderer shall deposit with the Authority upon request evidence of the policies and that premiums therefore have been paid PROVIDED THAT neither inspection nor receipt of such evidence shall be deemed to neither constitute acceptance by the Authority of the terms thereof nor be a waiver of the contractor's responsibility hereunder.

4.4.15 without limiting the generality of the foregoing, the following conditions apply to the issuance of security passes as required under airport regulations.

a) The tenderer shall pay the prescribed fees for access passes for his employees or agents and also for access to car parks for his vehicles at the prescribed rates during the contract period upon fulfilment of laid down requirements. The rates are subject to review from time to time.

b) The tenderer shall be responsible for ensuring that all Personnel under its control shall hold security passes and no failure to perform the services in accordance with this contract shall be executed in the event that a pass is delayed, refused or withdrawn. Passes must be carried at all times by the contractor personnel along with staff identity card.

4.4.16 The tenderer shall ensure the removal from contract areas and prevent the presence or threat or entry thereto of any of its employees, servants or agents in respect of whom the right of access has been withdrawn.

4.4.17 The Contractor shall keep the Authority indemnified against all costs, claims, demands and expenses whatsoever arising in connection with the performance of the services by the Contractor without prejudice to the Contractor's obligation to indemnify the Authority as aforesaid, the contractor shall during the continuance of this agreement, be responsible for its employees agents or invitees in relation to the performance of the services and shall take out
and maintain such insurance as the contractor shall consider necessary to cover its liability in respect of personal injuries or death of such employees agent of invitees. The Contractor shall at the request of the Authority produce for inspection copies of the relevant policy or policies of insurance together with receipts in respect of premiums paid under such policy or policies.

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

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

4.4.20 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.

5.0 Contract Documents

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

(a) Agreement,
(b) Contractors Tender
(c) Letter of Award and Acceptance,
(d) Special and General 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
6.0 EMPLOYER’S REPRESENTATIVE’S DECISIONS

6.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

7.0 INSTRUCTIONS

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

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

8.0 MANAGEMENT MEETINGS

8.1 A Contractor top management meeting shall be held quarterly and attended by the CEO/MDs/Managing partners and the contractor’s representative on the ground. Its business shall be to evaluate periodic performance of the Work. The Employer’s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer’s Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

8.2 An informal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary.

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

9.0 DURATION OF CONTRACT

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

10 PERFORMANCE APPRAISALS

a) On a weekly/monthly basis the employer’s representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of subsequent deliberations and or action as stipulated in clause 8 & 9. The performance evaluation form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.
11.1 **NON PERFORMANCE PENALTY**

a) In the event that the Contractor underperforms, KAA shall apply penalties as specified in this document.

11.0 **TERMINATION**

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

b) **By Breach of Contract**
   i) The Contractor frequently fails to provide services of acceptable standards set by KAA in the performance of this Agreement.
   ii) The Contractor fails to perform any other obligation under this Agreement.
   iii) The Contractor scores less than 60% more than three (3) consecutive months within the same financial year.
   iv) The Contractor fails to meet the minimum staff levels and working equipment numbers at all times except when permitted in writing by the Airport Manager or Representative and alternative sort. Any short falls should be notified to the Airport Manager or representative in writing within 12 hours after it occurs.

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

On termination of this Agreement, 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.

12. **CONFIDENTIALITY**

12.1 The Contractor, its Cleaning Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KAA.

13. **ASSIGNMENT**

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

14. **SUB-CONTRACT**

14.1 The contract shall not be sub-contracted under this agreement.
15 PAYMENT TERMS

15.1 Kenya Airports Authority’s payment terms are within 30 days upon inspection and acceptance of the services provided and receipt of certified invoices confirming that the services have been delivered in accordance with the contract. Payment on submission of an invoice will be after certification by an authorized officer of the Authority that services have been offered.

16 PROVISION AND STANDARD OF SERVICE

16.1 The Contractor shall provide services of acceptable standards set by Authority in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of Authority.

16.2 Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by Authority.

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

16.4 The contractor shall provide a work plan One (1) week before commencement of the Contract. The work plan will contain the following details:

a) A total number of 11 Stewards per Shift shall be deployed in each specific areas of service as provided in the Bill of Quantities i.e. deployment of staff daily per three (03) Way-Shift,

b) Three (03) Pest Control applicators

c) Training Schedule (This shall include but not limited type of training, No. of personnel, apparatus to be used, time etc.)

d) The Contractor to provide the following number of machines.

e) i. One (01) Scrubbing machine and One (01) Vacuum cleaner

f) ii Scaffolding to elevate to higher heights.

g) Emergency or contingency measures in terms of staffing for any eventuality.
h) Type of chemicals and detergents such as disinfectants, multipurpose soap, stain removers, degreasers, window cleaners and polishes

i) Cleaning schedules (This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly) etc.

16.5 The contract supervisor on the ground must have the under listed qualifications
   a) Trained and qualified floor supervisors with a One (1) year Academic Certificate in housekeeping skills
   b) The supervisors must have a minimum of six (6) months experience, Recommendation letters from previous employers must be provided)

16.6 The contractor shall undertake basic training of his staff on Environmental Management, Occupational Safety and Health, Fire Fighting, First Aid, Handling of hazardous Chemicals and any other training as prescribed by existing laws. KAA shall verify these qualifications and those below these qualifications shall not be accepted.

16.7 The contractor shall provide transportation to his employees to and from the work site. The contractor shall also provide transportation within the services work area, as and when required.

17 STAFF IDENTIFICATION

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

18 PERFORMANCE SECURITY

19.1 The Contractor shall within fourteen (14) days before the date of executing this Agreement furnish the Authority with a Performance security whose value shall be equivalent to One per cent (1%) of the annual Contract Value. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.

20 INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

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 disfavor 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 the Authority on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of the Authority as stipulated in clause 6, 7, 8 and 9.

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 first one (1) year of the term of contract and shall not be subject to variation on any account. However, from the second year variation can only be entertained on account of change in legislation of minimum wage.

23 INDEMNITY

24.1 The Contractor shall indemnify and keep indemnified Kenya Airports Authority, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Cleaning Officers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by Kenya Airports Authority, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Contractor its servants or agents.
25 CLAIMS

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

26 INSURANCE

26.1 The Contractor shall insure its Cleaning staff engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of the Authority, its servants or agents. The Contractor will indemnify the Authority against all actions, claims and demands in respect of such injury. The Contractor shall be required by Kenya Airports Authority to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

27. LIQUIDATED DAMAGES

27.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KAA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this the Authority may consider termination of the contract.

28. SALARY PAYMENT / BENEFITS

28.1 Contractor shall ensure that each person engaged in this contract is paid not less than the minimum government wage for Nairobi for each category in a timely manner but not later than the fifth working day of each month. Proof of payment shall be submitted to Kenya Airports Authority every month. Late payment shall not be tolerated under any circumstances.

29.1 The Contractor shall ensure that all staff receive one (1) month paid leave for every 1 year of employment. Proof of leave schedule to be submitted to the Airport Managers representative.

29.2 Kenya Airports Authority reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result in termination of this Contract.

30 SECURITY PASSES

30.1 The Contractor staff shall carry their Staff Identification Cards with them at all times.
30.2 At the start of this Contract, the Contractor shall obtain at his cost, temporary, followed by permanent security passes for all staff working at the Airport. Passes must be carried at all times by Contractor personnel along with staff identity card.

30.3 Each person shall be responsible for the safe keeping of his/her security pass. Security Passes shall remain the property of Kenya Airport Authority. Any lost or stolen cards must be reported to the Authority immediately, and all costs related to replacement of such cards shall be borne by the Contractor.

31 UNIFORMS

31.1 The contracted firm will be required to purchase for its staff the uniform prescribed by the Authority without any deviation of the fabric or color.
31.2 Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including footwear), plus provide name tag to be worn by Contractor personnel in performance of their respective duties under this Contract.
31.3 Uniforms to be replaced at a minimum of an annual basis and earlier if deemed necessary by the Authority representatives.
31.4 All uniforms shall be subject to regular inspection by the Authority representatives. Contractor’s personnel shall ensure that the uniform is clean and its appearance is neat and tidy at all time while providing the services.
31.5 All costs related to uniforms and safety shoes shall be borne by Contractor and where it is established that the contractor charges staff for uniform charges, it will be considered as a breach of contract.

32 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

32.1 The Contractor shall be responsible for the effective management of vacation leave; absenteeism, 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.
32.2 The contractor shall ensure that all staff receives one (1) month paid leave for every one (1) years of employment.
32.3 The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company’s reference.
32.4 Contractor shall not transfer, remove, or replace any of his personnel who are providing the services without the prior written approval of the Authority.
32.5 Should the Authority identify any 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 the Authority.

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

32.7 The Contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, strikes, labor unrest, special leave, etc. in order to maintain the level of service performance.

32.8 Contractor should not change or relocate any personnel without prior approval of the Authority.

32.9 Contractor agrees that the day shift crew is different to night shift crew. No day shift crew shall carry on working in the night shift and no night shift crew shall carry on working in the day shift.

33 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

33.1 Throughout the Contract duration, Contractor shall be responsible for producing monthly report including but not limited to the following important aspects:

a. Executive summary describing actual building/facilities cleaned as required in the Contract

b. Status of cleaning equipment

c. Actual number of personnel,

d. Absenteeism, replaced personnel, etc., this to be provided on monthly basis.

e. Areas of concern encountered during performance of the Services (i.e. access to work site, technical issue, etc.), this to be provided on monthly basis.

f. Any incidence/accidents shall be reported immediately to the Authority Representative. Contractor's personnel shall fill incidence/accident forms to be provided by the Authority highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident taken place during that month.

g. Salary report stating that all salaries has been paid on time, this shall be submitted on monthly basis.
h. Other reports as requested by Kenya Airports Authority Representative.

i. Challenges faced within the course of the month

j. Recommendations/improvements points

34. ENVIRONMENTAL CONSIDERATION

34.1 As a public organization, Kenya Airports Authority shares the Government’s commitment to Environmental Sustainability and in particular to sustainable procurement. The contractor is therefore required to be observing the following:
   a) Use of green products
   b) Energy reduction
   c) Use of renewable energy, e.g. solar power, wind power
   d) Use of environmental friendly materials
   e) Reduction of water usage
   f) Reduction of waste
   g) Use of “green” energy efficient equipment

35 CONTRACTOR OBLIGATIONS

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

35.2 All cleaning materials, supervision, labor, cleaning equipment necessary for the performance of the Services.

35.3 All daily, weekly and monthly reports as requested by the Authority.

35.4 Company approved identification cards bearing the company name, the personnel passport photograph, identification number of personnel, personnel and issuance date of the company identification card.

35.5 Provision of transportation to his employees to and from the Work site. Contractor shall also provide transportation within the Services work area, as and when required.

35.6 Safeguarding of Contractor’s cleaning material stocks and well-being of cleaning equipment within the designated Contractor’s work area in a safe and tidy manner, and the removal away from site of all unused cleaning materials on completion of the Services to the satisfaction of Company.

35.7 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Authority Representative immediately;
36 KAA OBLIGATIONS

36.1 Without limiting the responsibility of the Contractor in any way to complete the provision of the Services, the Authority will provide/assist the following:

a) Assist to obtain security passes.
b) Review/Approval of Contractor’s cleaning material submittals
c) Review/Approval of Contractor’s Cleaning Method Statements
d) Review/Approval of Contractor’s cleaning equipment
e) Periodic inspection and auditing of Contractor Services
f) Ad-hoc inspection of Contractor cleaning equipment and personnel transport.
g) Prepare Key Performance Indicators and Service Level Agreement in conjunction with the contractor

37 UNACCEPTABLE METHODS

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

38 COMPLAINTS

38.1 The Airport Manager’s representative shall receive all complaints from the contractor.

38.2 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.

38.3 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.

38.4 Any customer complaint received by the Authority in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.
39 CLEANING WORKS ORDERS

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

39.2 Cleaning works orders must be accessible and available on site at all times. These site orders shall inter alia deal with the following issues:

   a) The number of cleaning personnel required on site.
   b) The targets to be met
   c) Uniform and dress standards
   d) General duties
   e) Required documentation: cleaning rosters, attendance registers duty rosters and any other necessary documentation.
   f) Mandatory meetings
   g) Time for reporting for duties

39.3 Any signed Cleaning Works Orders shall be deemed to be part of the Contract.

39.4 The successful Contractor shall ensure that every staff member understands and complies with the cleaning works orders.

40 MAINTENANCE

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

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

41 PERFORMANCE MANAGEMENT

41.1 The contractor must perform the required services to standard acceptable to Kenya Airports Authority. Key Performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.

41.2 The Authority may apply the following KPIs as attached in appendix 2:

   a) Standard of cleanliness
b) Cleaning complaints

c) Customer service

d) Safety management system

e) Stability of Supervisor and staff

f) Presentation & uniforms

g) Cleaning staff attendance

h) Timely salary payment for staff (By fifth of every Month worked)

41.4 The contractor in consultation with the airport representative may propose KPI’s which may be used to measure the ongoing performance of the contract.

41.5 The contract will be required to attend a particular site/location with the airport representative to undertake the KPI

41.6 The Kenya Airports Authority shall carry out routine and random inspection of the contract areas as specified in the scope of works and bills of quantities. The results of the daily/random inspections shall be factored in during weekly/monthly evaluations.

41.7 The tenderer/contractor shall permit free and unfettered access to and provide such assistance as the Authority may require to the Authority’s representatives or other persons authorized or engaged by the Authority, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.

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

41.9 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.

41.10 The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Airport Manager and shall comply with and adhere strictly to the Airport Manager’s (or his representative’s) instructions and directions.

41.11 The tenderer shall be required to maintain the highest standards of cleaning services and decorum as is applicable to international airports **PROVIDED ALWAYS**. The services required shall be to the satisfaction of the Airport Manager.

41.12 The contractor in consultation with the Authority shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the contractor. Wherever the service levels will not be met or falls below the
evaluated performance, then the above deductions (of Section 38: Performance Management) will be effected.

42. OTHER SPECIAL CONDITIONS OF CONTRACT

42.1 The successful bidder will meet the cost of Access passes and parking charges for his Employees-Access and toll charges.
   (a) Security passes.
   (b) Fire, safety and security awareness courses as currently in force and subject to review from time to time.
   (c) Port health training as currently in force and subject to review from time to time.
   (d) Charges for security and access passes may be reviewed from time to time.

42.2 The Contractor shall immediately on notification remedy any breach of the Contract and/or Site Order.

42.3 Should it appear that the Contractor is not executing the contract to the satisfaction of the Airport Manager (or duly appointed Airport Manager’s representative) or there is non-conformance to any of the Key Performance Indicators as provided in Appendix 2, notice shall be given to the Contractor to make good such failure or default in a period to be determined by the Airport Manager or duly appointed Airport Manager’s representative. In the event of the Contractor failing to make good such default within the specified period, KAA reserves the right to deduct 5% of the monthly payment due to the Contractor for the month in which the default occurred or invoke the provisions found in Section 38 under Performance Management of the Special Conditions of Contract. Repeated defaults on one or more of the KPI’s listed or failure to meet performance grading that results in payment deductions, or failure to remedy a default within five consecutive months will be considered a breach of contract and will result in termination of the contract.

42.4 The contractor shall pay the cleaners a monthly salary that is not less than the minimum government rates for Nairobi and will avail copies of his or her payroll quarterly to the Authority to verify compliance.

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

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

43 The tenderer shall be responsible for the safety and security of the Authority’s property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage and incase of such incidences the item has to be replaced.
44  Any servant and/or agent of the contractor who engages in misconduct, himself or herself, whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and/or good image of the Airport shall be liable to instant removal from the Airport, and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the Airport.

45  The tenderer shall not do or suffer to be done anything on the Airport grounds which may render any increased or extra premium payable for the insurance of the Airport or which may make void or voidable any policy for such insurance for the time being held by the Authority and in the event of breach of this covenant, shall:

   a)  Repay the Authority all sums paid by way of increased premium and all expenses incurred in or about the renewal or modification of any such policy by reason of such breach or

   b)  Compensate the Landlord for any claims in respect of such policy thereby rendered void or voidable.

46  The contractor, his servants and/or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the Airport by the Authority.

47  The Contractor shall be liable for and shall indemnify and hold harmless, the Authority, including for this purpose any employee or agent of the Authority, in respect of any loss, liabilities, damage, claim or proceedings suffered or incurred by the Authority, its employees, tenants, customers or other users of the Airport or any third parties arising from or in connection with any neglect or wrongful omissions or willful default of the Contractor, its employees, agents or sub-contractors, arising from or in connection with the performance of the services.

48  Subject to the provisions of the Civil Aviation and the Kenya Airports Authority Acts or any re-enactment or amendment thereof for the time being in force or any other Regulations, directives, orders or instructions that may be issued in connection of the operation of the Airport, the Authority shall grant to the Tenderer, its employees, servants or agents full access to and from the contract areas for purposes of performance of the services under this contract upon fulfillment of set requirements.

49  The contractor shall take out and maintain for the duration of this contract insurance protection from reputable insurance companies or levels approved by the Authority to cover the Contractor’s liability to the Authority, its employees, tenants, customers and other users of the Airport or any third party arising in connection with the performance of the services.

   a)  Notwithstanding the generality of the foregoing, the Contractor shall take out coverage for the following risks:

   b)  Workmen’s Compensation and Group Personal Accident Insurance.

   Third Party or Public Liability Insurance including an “indemnity to Principals” clause, covering death or injury to person and loss of or damage to property of the Authority,
its customers, employees, tenants and other users of the Airport or any third party subject to as may be required by the Authority.

(c) Third Party or Public liability covers shall be endorsed for the Insurer to provide the Authority with at least thirty (30) days prior written notice of cancellation or adverse material alteration.

(d) Before commencing the execution of works, the contractor, but without limiting his obligations and responsibilities as specified shall insure against any damage, loss of injury which may occur to any property including that of the Authority or to any person including any employee of the Authority by or arising out of the execution of the works or temporary works or in the carrying out of the Contract

(e) Such insurance shall be effected with an insurer and in terms approved by the Authority (which approval shall not be unreasonably withheld) and or at least the amount stated in the Tender and the Contractor shall whenever required produce to the Managing Director or Managing Director’s Representative the policy or polices of insurance and the receipts for payment of the current premiums.

50 The tenderer shall deposit with the Authority upon request evidence of the policies and that premiums therefore have been paid PROVIDED THAT neither inspection nor receipt of such evidence shall be deemed to neither constitute acceptance by the Authority of the terms thereof nor be a waiver of the contractor’s responsibility hereunder.

51 The contractor it’s employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority’s as a result of the Contractor’s or its employees’ or agents’ failure to observe or comply with such requirements.

52 Without limiting the generality of the foregoing, the following conditions apply to the issuance of security passes as required under airport regulations.

(a) The tenderer/contractor shall pay the prescribed fees for access passes for his employees or agents and also for access to car parks for his vehicles at the prescribed rates during the contract period upon fulfillment of laid down requirements. The rates are subject to review from time to time.

(b) The tenderer/contractor shall be responsible for ensuring that all Personnel under its control shall hold security passes and no failure to perform the services in accordance with this contract shall be executed in the event that a pass is delayed, refused or withdrawn.

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

The Contractor shall supply all materials, including consumables such as soap, detergents etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. Any proposed changes shall be discussed with and agreed by the Authority representative in advance and documented. The Authority representative reserves the right to refuse the use of any chemicals on environmental grounds. The Contractor would be expected to adopt/ adjust to new products in the market at no cost to the Authority.

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

NOTE:

❖ On commencement of the contract, KAA will issue safety regulations procedures and trainings to the successful contractor which must be complied with.
5.0 SECTION V: SCHEDULE OF REQUIREMENTS FOR PROVISION OF CLEANING SERVICES FOR GENERAL AREAS, TOILET AND PEST CONTROL TERMINAL 1E

SCHEDULE OF REQUIREMENTS FOR MATERIALS AND EQUIPMENTS

The materials and equipment provided must be adequate to provide the service required to the required standard and must be available and in use on site for the duration of the contract. The equipment must be maintained in good working order at all times. Tools and equipment’s shall include but not limited to the following:

5.1.1.1 Consumables

1. Quality Jumbo toilet papers (white in color) – approximate consumption per month 300pcs (25 bales)
2. Hand paper towels (white in color) - approximate consumption per month 400pcs (34 bales)
3. Disinfectants
4. Automated Air fresheners- Approximate 20 pcs per month
5. Urinal Mat to be placed in each Urinal.
6. Cleaning detergents
7. Transparent linings
8. Hand cream/Foam

5.1.1.2 Tools and Equipment

1. Safety belts and dust masks
2. Helmets, and gloves
3. Caution signs
4. Twenty (20pcs) Peddle sanitary bins e.g. white/cream
5. Twenty (20pcs) Swing bins for washrooms
6. Color coded polythene bags. (black)
7. Wheeled refuse trolley (minimum 3)
8. Provide ear muffs/ ear plugs/reflective Jackets/Safety shoes among others for staff working at the airside.
9. Scrubbing/shampooing machines/walk behind
10. 01 Wet and dry vacuum cleaner
11. Telescopic poles
12. Window cleaning squeegee
13. Floor squeegee
14. Brooms/hard brooms, dust pans/feather dusters etc.
15. Twenty (20pcs) Meshed/ Transparent Litter bins to be placed in the general /public areas

5.1.1.3 Equipment’s for pest control

- Mixer Blower -
Knapsack Sprayer -
Bait Gun-
Measuring Jug-
Face Masks-
Gumboots-
Gloves-
Two (2) sets of Uniform-
Overalls-
Reflectors-
Helmet-
Ear muffs/Ear plugs-

5.1.1.4 MAIN TASKS
Do all that appertains to prevention of infestation eliminate all pests all pests at the airport using all acceptable methods listed but not limited to the following:

- Bait
- Spray
- Flush
- Fume
- Smoke
- Trap
- Suck
- Collect
- Dispose
- Clean
- Destroy at source

All the pests as applicable in each case

5.1.1.5 SOURCE OF PRODUCTS

All the chemicals and apparatus used shall be of the kinds currently registered and or licensed by Kenya Pharmaceuticals and Poisons Licensing Board, Pest Control Products Board and duly approved by Port Public Health Officer, KAA Bird and Wildlife Manager and Customer Service Manager.

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

DETAILED PEST CONTROL SPECIFICATION

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<th>HIGH RISK AREAS</th>
<th>PESTS</th>
<th>SURFACE</th>
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<tr>
<td>Building</td>
<td>Fleas, moths, spiders, bees, snakes, locusts, grasshoppers, termites, mosquitoes</td>
<td>Lockers, ceiling, counters, desks, signage, offices, sewage and cable ducts, garbage area, lounges, lifts, machine rooms and machines</td>
<td>Baiting, sucking, smoking, fuming, collection and safe disposal, destruction at source</td>
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<td>Sprayers, chemicals, transparent polythene bags, cloths, masks, gloves</td>
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<td>Terminal building</td>
<td>Rats, rodents, fleas, lice, cockroaches</td>
<td>Offices, lockers, storages, cable ducts, machines, cartons, boxes, containers, machine rooms, kitchens, Animal holding, animals, booths and sentries</td>
<td>Baiting, safe disposal, collection</td>
<td>Monthly</td>
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<td>Rats, rodents, cockroaches, fleas, lice, flies</td>
<td>Cupboards, cookers, furniture, sinks, walls, ceilings, drawers, boxes, counters, food and beverage stores, other stores</td>
<td>Baiting, collection and safe disposal</td>
<td>Monthly</td>
<td>Baits, sprayers, chemicals, traps, polythene bags, protective gear</td>
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<td>Rats, rodents, cockroaches</td>
<td>Pipes, drains, gulley traps</td>
<td>Baiting, collection and safe disposal</td>
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<td>Saloons and concessionaire areas</td>
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<td>Lockers, mattresses, furniture, drawers, walls, ceilings, machines</td>
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<td>Baits, sprays, chemicals, protective gears</td>
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<td>OTHER AREAS</td>
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<td>Drains, parking areas, collecting and safe disposal</td>
<td>Quarterly</td>
<td>Chemicals, traps, baits, polythene bags</td>
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<td>Fire escape areas</td>
<td>Cockroaches</td>
<td>Stairs /rails, spraying, trapping</td>
<td>Quarterly</td>
<td>Traps</td>
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<tr>
<td>Fire equipment closets, equipment and plant rooms</td>
<td>Cockroaches, rats, rodents, machines and equipment’s</td>
<td>Spraying, trapping</td>
<td>Quarterly</td>
<td>Chemicals, traps, polythene bags, protective gear</td>
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<td>Service passages</td>
<td>Mosquitoes</td>
<td>Walls, ceilings, destruction at source</td>
<td>Rainy seasons, quarterly</td>
<td>Chemicals, protective gear</td>
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<td>Spraying, trapping</td>
<td>Monthly</td>
<td>Chemicals, traps,</td>
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</table>
### 5.1.1.3 OPERATIONS PLAN

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

a) Deployment of staff to cover 24 hours,
b) Deployment of staff on daily, weekly and monthly basis,
c) Distribution of machines and equipment to achieve intended purpose in all areas.
d) A detailed work plan showing allocation of duties
e) Emergency or contingency measures in terms of staffing for any eventuality like water shortage, flight delays, flooding, flight cancellations,
f) Provisions of water storage containers in case of occasional water shortages.
g) The contractor shall provide transportation to his employees to and from the work site. The contractor shall also provide transportation within the services work area, as and when required.
Manpower for General areas and Toilets and pest control (will be based on three way shift):

On the basis of the site visit the contractor is expected to figure out deployment of personnel to execute the contract on the tasks required. For the washrooms the deployment of stewards will be a male cleaner and a female cleaner each for the respective washrooms blocks.

Quality Assurance
The supervisor will be expected to inspect and verify the quality of works round the clock. All surfaces and fittings will be expected to be clean and shiny every time. The contractor shall be expected to use any means possible to maintain and execute the contract and considering any underlying conditions of the authority.

Polished or glazed Surfaces
The shine should be maintained always. Desirable detergents should be applied to avoid damaging the floor during heavy duty or deep cleaning.
6.0 SECTION VI: TECHNICAL SPECIFICATIONS

SCOPE OF WORKS - PROVISION OF CLEANING SERVICES FOR THE JKIA (GENERAL AREAS, TOILETS, CAR PARKS, PAVEMENTS, WALK WAYS AND APRON

The contractor shall be required to maintain the highest standards of cleanliness and decorum as is applicable to international airports. For this reason, his/her obligation will be the following against which standards shall be measured;

**Surface/Areas defined to include:**
Floors, glasses, Walls, pillars and exterior facades, signage, Ceilings, Toilets, Elevators and, lift, All partitions, Staircases, Door grills, Furniture, Wire mesh and Roof tops
Equipment and installation (including but not limited to all signboards, displays, panels, bins, telephone booths, desks, counters, x-rays, conveyors, partitions and screens), removal of insects and nesting.

a) Floors

i) Carpeted
   - Spot clean and shampoo the carpets as need arises.
   - Hoover the carpets daily.
   - Mend the carpets before shampooing to avoid further tears.
   - Removing of stains and chewing gums.

ii) Concrete
   - Scrub daily using scrubbing machines and stain removing detergent and to retain them clean at all times,
   - Apply floor seal suitable for the surface to enhance appearance

iii) Ceramic Floors
   - Scrub and clean the floors and Where Applicable Strip and polish, buff to keep the floors devoid of stains, stickers, litter and any form of dirt and to retain the glitter at all times.

iv Wooden Surfaces
   - Clean and polish to retain the clean and polished surface all times.

b) Walls and Pillars
   - Clean thoroughly without removing (peeling) of original paint
   - Remove Cobwebs, dirt, ugly marks or stains
   - Remove bird nests and clean bird droppings

c) Stairs and Landings
   - Clean metal and wooden and polish them on daily basis
• Clean all stairs, remove all dirt, litter, stains and spills,
• Shampoo carpeted stairs and remove any mark or stains.

d) Glass walls, windows, doors and sign boards
• Clean them and keep them devoid of dust or any marks

e) Furniture, Counters, Booths, Desks
• Clean and shampoo upholstered furniture on monthly basis or when necessary
• Clean and polish upholstered furniture using recommended leather polish
• Dust plastic chairs daily and Scrub them on weekly basis to retain their original color,
• Clean, dust and polish wooden tables and counters on daily basis
• Arrange all furniture in an orderly manner.
• Remove disused and broken furniture, collect and move it to designated areas
• Transfer furniture to different location when need arises
• Mend minor tears to avoid further damage through washing.
• Clean

f) Skirting and Edges
• Damp-dust daily and remove all dust, dirt and stains
• Scrub to remove accumulated polish or traffic wax

g) Refuse Collection Points
• Sweep thoroughly, wash and dispose rubbish and food remains properly using plastic bags to designated areas
• Wash the areas thoroughly and disinfect them daily
• Maintain the area clean and dry

h) Pavements, Car parks, Roads and Pathways
• Scrub and clean pavements
• Sweep and remove all litter from car parks
• Uproot all weeds and grass in pavements, car parks and roads and dispose it. Also control growth of weeds using approved herbicides.
• Degrease parking’s daily.

i) Waste Bins and Ash Trays
• Provide high quality waste bins and transparent color coded polythene linings in the entire airport
• Collect and manage all refuse in the entire airport lounges, aprons, car parks, restaurants and offices including for all tenants, restaurants, shops and restrooms seal and transfer to designated refuse trolley area. Empty and clean all dustbins and ash-trays immediately
• Clean and disinfect them daily
• Empty FOD bins daily
j) Telephone heads
   - Damp-wipe with detergent solution and sanitizer daily

k) Conveyor belts, boarding gate counters and Screening Machines, transfer desks
   - Collect all rubbish and papers, dust, damp-clean, remove all stains and stickers
   - Polish belts daily and metal rails to be scrubbed daily
   - Degrease under the conveyor belts when necessary
   - Remove stickers and gums daily

l) Lifts and Escalators
   - Damp-clean and polish them to retain their original gloss
   - Clean the lift doors, car walls and roof and make it sparkling clean
   - Clean mirrors spotless clean
   - Clean the escalator daily devoid of dust deposit in the rubber
   - Report defective lifts and escalators to Housekeeping Department or Engineering.

m) Dust the walls and remove cobwebs

n) Roof Tops
   - Remove litter from gully traps and down pipes ensuring no litter enters into them.

O Apron/Airside
   - Sweep and collect all loose papers, litter and FOD’s.
   - Clean and dry all oil and fuel spillage and provide stone dust.
   - Remove cans, tins from drainage around the ring building
   - Remove and control weeds and grass, sweep loose stones from the taxiways, holding areas and loop,
   - Scrub the areas around refuse trolleys and disinfect daily
   - Scrub the concrete floor adjacent to all offices
   - Clean the walls and remove stains when necessary
   - Remove bird nests
   - Remove cobwebs
   - Manage all refuse for orderly collection by Garbage Contractor
   - Clean and polish conveyor belts.

p) V.I.P. Lounges
   - Clean and maintain the lounges at very high standards and appearance
   - Water the flowers and potted plants and remove dried ones daily
   - Provide recommended air fresheners
   - Clean and polish furniture daily
   - Clean and shampoo upholstered furniture on monthly basis or when necessary
   - Vacuum clean the carpets and remove stains and chewing gums daily
   - Shampoo the carpets as necessary
(q) **Offices**
- Dusting of furniture using wooden polish
- Disinfecting the telephone heads
- Cleaning of the glass windows and walls
- Carpet well vacuumed, shampooed and free of stains
- Dust bins emptied and liners replaced

r) **Ceiling, roof space, partitioning and windows**

Clean roof space, ceiling and walls, remove cobwebs, dirty marks and any bird nests and retain them clean at all times,

s) **Glass partitions/Windows**

Clean all glass partitions with appropriate detergents, keep them clean, and polished at all times e.g. using window lane. Clean high windows using telescope window cleaners.

t) **Curtains, carpets, towels and mats**

Appropriate Carpets, upholstery and curtains to the due satisfaction of the Airport Manager. Vacuum clean all carpets daily and shampoo them occasionally to retain their clean and fresh nature.

u) **Queue stands**

Clean them on a daily basis that is damp wipe and weekly polish them so that they can retain their shine.

i) **Toilets**

Terminal building toilets includes all the relevant toilets facilities, baby changing area and janitorial rooms and the contractor’s obligation will include the following: -

1) **Toilet Bowls**

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

2) **Urinals**

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

3) **Accessories**

Supply sufficient high quality white tissue, **white hand paper towels and dispensers**, dispensed hand wash soap, both high quality liquid and imperial leather, disinfectants, **air fresheners in automated dispensers**.
4) Sanitary Bins
Supply sufficient step-on sanitary bins that are manufactured by an approved sanitary bin company. Bins shall be replaced at least once a week. Bidders must submit with their bid a valid license from the relevant authorities for the company selected.

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

6) Orderly Arrangement
Clean and arrange neatly toilet tools, equipment and containers.

7) Toilet Custody
Provide security to toilet cubicles with each toilet being manned by one person per toilet at all times (24-hour basis) to maintain its cleanliness, accountability of fixtures contained therein and to curtail misuse, vandalism and theft.

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

9) Toilet Cubicle Fixtures
Dust and wipe cubicle fixtures.
Address immediately toilet blockages and minor plumbing problems at your cost

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

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

12) Signage/Barriers
The Contractor shall provide warning signs, approved by the Authority, alerting airport users of impending danger where appropriate e.g, slippery, wet floors and cleaning in progress.
13) Floor Rags/Mats
Appropriate floor rags will be used on the floor to avoid stepping on wet floors

14) Garbage Collection
Collect garbage from all toilets to a designated central location using the designated waste collection trolley that is well covered with a lid and mounted on wheels.

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

16) Staff Transport
The contractor should ensure staff arrive at work on time, hence the need to provide staff transport and ensure that it is included within the costs quoted. (Refer to Special conditions of Contract clause 33 - contractor Obligations). Transport may be owned, leased or hired to transport staff from and to JKIA.
BILLS OF QUANTITIES FOR GENERAL AREAS AND TOILETS

The bill of quantities for Provision of Cleaning services general areas as well as toilets should be read in conjunction with the instructions to bidders, special conditions of contracts, the schedule of works and drawings.

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

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

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

General directions descriptions of works and materials are not repeated or summarised in the bill of quantities. Reference to the relevant sections of the contract documentation shall be made before entering the rates or prices against each item in the bill of quantities. Bidders are requested to give a breakdown of the lump sum per square feet to show the cost expense for materials, administrative salaries, profit and taxes which will enable the client to understand how the total cost for each lot was arrived at.
# BILL OF QUANTITIES FOR TERMINAL 1E: PROVISION OF CLEANING SERVICES FOR GENERAL AREAS

<table>
<thead>
<tr>
<th>ROOM NO.</th>
<th>FLOOR AREAS</th>
<th>FLOOR TYPE</th>
<th>SQUARE METER</th>
<th>AREA IN SQ. FEET</th>
<th>RATE PER SQ.FT PER MONTH (KSH)</th>
<th>TOTAL (KSHS) PER YEAR</th>
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//Fixtures (inner/outer)

TOTAL PER MONTH/ANNUM EXCLUSIVE OF VAT

ADD 16% VAT

TOTAL PER ANNUM INCLUSIVE OF 16%VAT

TOTAL COST FOR TWO YEARS (INCLUSIVE OF 16% VAT)

**BILL OF QUANTITIES FOR TERMINAL 1E: PROVISION OF CLEANING SERVICES FOR TOILETS.**

<table>
<thead>
<tr>
<th>Room No.</th>
<th>AREA/LOCATION</th>
<th>Facility description</th>
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<th>No. OF CUBICLES</th>
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**TOTAL PER MONTH & PER ANNUM EXCLUSIVE OF VAT**
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### BILL OF QUANTITIES FOR TERMINAL 1E AREA: PROVISION OF PEST CONTROL

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<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
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</tr>
<tr>
<td>44</td>
<td>Port Health</td>
<td>236.72</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Immigration area</td>
<td>7,747.20</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Baggage claim hall</td>
<td>24,748</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>5,918</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
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<td></td>
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<tr>
<td>48</td>
<td></td>
<td>8500.40</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>49</td>
<td>Corridor from lift plus stairs to bridge</td>
<td>1,140.56</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
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<tr>
<td>50</td>
<td>Bridge</td>
<td>1,506.40</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
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<td>51</td>
<td>Screening area</td>
<td>6994</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
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<tr>
<td>52</td>
<td>Office B</td>
<td>279.76</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
<td></td>
<td></td>
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<tr>
<td>53</td>
<td>Office A</td>
<td>279.76</td>
<td>Cockroaches, rats, moles, fleas, mosquitos, bedbugs, lice, cats</td>
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<tr>
<td></td>
<td>Location</td>
<td>Area (sq ft)</td>
<td>Insects</td>
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<tr>
<td>54</td>
<td>Office E</td>
<td>236.72</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>55</td>
<td>Office D</td>
<td>172.16</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<tr>
<td>56</td>
<td>Office C</td>
<td>236.72</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>57</td>
<td>Security office</td>
<td>430.40</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>58</td>
<td>M&amp;E technics</td>
<td>398.12</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>59</td>
<td>Cleaning</td>
<td>419.64</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<tr>
<td>60</td>
<td>KAA Customer care</td>
<td>419.64</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<tr>
<td>61</td>
<td>Corridor</td>
<td>2872.92</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<tr>
<td>62</td>
<td>Feet washing area</td>
<td>75.32</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>63</td>
<td>Food &amp; Beverage</td>
<td>2,227.32</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>64</td>
<td>Prayer Room</td>
<td>624.08</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>65</td>
<td>Corridor</td>
<td>4,121.08</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>Shop</td>
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<td>Cockroaches, rats, moles, fleas, mosquitoes, bedbugs, lice, cats</td>
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<td>oes, bedbugs, lice, cats</td>
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<td><strong>65</strong></td>
<td>Gate</td>
<td>4,196.40</td>
<td>Cockroaches, rats, moles, fleas, mosquitoes, oes, bedbugs, lice, cats</td>
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<td></td>
<td>Gate</td>
<td>182.92</td>
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<td><strong>66</strong></td>
<td>Corridor</td>
<td>225.96</td>
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<td><strong>TOTAL COST PER MONTH/ANNUM EXC OF VAT</strong></td>
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<td><strong>ADD 16% VAT</strong></td>
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<td><strong>TOTAL COST PER MONTH/ANNUM INCLUSIVE OF 16% VAT</strong></td>
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<td><strong>TOTAL COST FOR 2 YEARS INCLUSIVE OF 16% VAT</strong></td>
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</table>
COST BREAKDOWN SUMMARY OF ALL COSTS FOR PROVISION OF CLEANING SERVICE FOR TERMINAL 1E – GENERAL AREAS, TOILETS, PEST CONTROL AND CONTRACTOR’S PROFIT

<table>
<thead>
<tr>
<th>COSTS ACTIVITIES</th>
<th>AMOUNT(KS HS) PER MONTH- EXCLUSIVE VAT</th>
<th>AMOUNT(KSH S) PER ANNUM- EXCLUSIVE VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GENERAL AREAS CLEANING- MATERIALS</td>
<td></td>
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<tr>
<td>2. TOILETS CLEANING- MATERIALS INCLUDING TISSUES AND HAND PAPER TOWELS</td>
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<tr>
<td>3. PEST CONTROL- MATERIALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. SALARIES FOR 30 STEWARDS</td>
<td></td>
<td></td>
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<tr>
<td>5. SALARIES FOR 2 EXTERMINATORS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. SALARIES FOR 3 SUPERVISORS</td>
<td></td>
<td></td>
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<tr>
<td>7. CONTRACTOR'S PROFIT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUB TOTAL EXCLUSIVE OF VAT

ADD 16% VAT

TOTAL AMOUNT PER MONTH/ANNUM INCLUSIVE OF 16 % VAT

TOTAL AMOUNT FOR 2 YEARS INCLUSIVE OF 16 % VAT TO BE CARRIED TO FORM OF TENDER

Note: Where salaries indicated above do not meet the minimum government wage rate as gazetted or are below the indicated salary (basic plus house allowance) to be paid to each of the three categories of staff, the bid shall not be considered as responsive irrespective of having met all the other requirements.
SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Kenya Airports Authority pursuant to instructions to tenderers clause 12.3.

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Kenya Airports Authority in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the Kenya Airports Authority and pursuant to the – conditions of contract.
SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Declaration form
8. Qualification Information form
9. Litigation History form
10. Certificate to site
FORM OF TENDER

Date________________________________________
Tender No.________________________________________

To……………………………………………………………

……………………………………………………………………..
[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

   [Cleaning Services at Jomo Kenyatta International Airport (General areas and Toilets) in
   conformity with the said tender documents for the sum of:

   …………………………………………………………………………………
   ………………………………………………………………………………………………………………………………………………………………………
   ………………………………………………………………………………………………………………………………………………………………………
   [total tender amount in words and figures]
   or such other sums as may be ascertained in accordance with the Schedule of Prices
   attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to one
   percent of the Contract Price for the due performance of the Contract, in the form
   prescribed by Kenya Airports Authority.

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

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

Dated this ____________________ day of__________________ 20_______

[Signature] ____________________________________________ [In __________ the __________ capacity of]
Duly authorized to sign tender for and on behalf of______________
CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between………… [Name of procurement entity] of ………………… [Country of Procurement entity] (Hereinafter called “the Kenya Airports Authority”) of the one part and ………………… [Name of tenderer] of …….. [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part.

WHEREAS the Kenya Airports Authority invited tenders for certain materials and spares. Viz…………………… [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ……………………… [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) Letter of Notification of Award.

3. In consideration of the payments to be made by the Kenya Airports Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Airports Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Kenya Airports Authority hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_______________the _________ (for the Kenya Airports Authority)

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

in the presence of___________________.
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<table>
<thead>
<tr>
<th>Part 1 General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>Location of Business Premises</td>
</tr>
<tr>
<td>Plot No., Street/Road</td>
</tr>
<tr>
<td>Postal address</td>
</tr>
<tr>
<td>Nature of Business</td>
</tr>
<tr>
<td>Registration Certificate No.</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Name of your bankers</td>
</tr>
<tr>
<td>Branch</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
</table>
| Name | Nationality | Citizenship details | Shares
| 1. | .......................................................... |
| 2. | .......................................................... |
| 3. | .......................................................... |
| 4. | .......................................................... |

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

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

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

[Name and/or description of the services]
(Hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE................................................
Of............................................................................having registered office at
[Name of Kenya Airports Authority](Hereinafter called “the Bank”) are bound unto..............
[Name of Kenya Airports Authority](Hereinafter called “the Kenya Airports Authority”) in the sum of ...........

For which payment well and truly to be made to the said Kenya Airports Authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Airports Authority during the period of tender validity:

   (a) Fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Kenya Airports Authority up to the above amount upon receipt of its first written demand, without the Kenya Airports Authority having to substantiate its demand, provided that in its demand the Kenya Airports Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

____________________________________________________
[signature of the bank]

(Amend accordingly if provided by Insurance Company)
PERFORMANCE SECURITY FORM

To: ………………………………………………………………………………………………

[Name of the Kenya Airports Authority]

WHEREAS……………………………… [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract
No.___________ [reference number of the contract] dated _______________20______

to

Supply…………………………………………………………………………………………

[Description services] (Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of
the tenderer, up to a total of ……………………………………………………………

[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in
default under the Contract and without cavil or argument, any sum or sums within the limits of
…………………………

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or
reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20____

Signature and seal of the Guarantors

___________________________________________________________________________

[Amount of guarantee]

(name of bank or financial institution)

___________________________________________________________________________

[address]

___________________________________________________________________________

[date]

(Amend accordingly if provided by Insurance Company)
DECLARATION FORM

Debarment I/We declare that I/We have not been debarred from any procurement process and shall
not engage in any fraudulent or corrupt acts with regard to this or any other tender by KAA and any
other public or private institutions. Full Names

..................................................................................................................................................
Signature
..................................................................................................................................................
Dated this .......................................................... day of ......................................................... 20....
In the capacity of
..................................................................................................................................................
Duly authorized to sign Tender for and on behalf of .................................................................

Criminal Offence I/We, (Name (s) of Director (s)): -

a) ...................................................................................................................................................
b) ....................................................................................................................................................
c) ....................................................................................................................................................
d) ....................................................................................................................................................
Have not been convicted of any criminal offence relating to professional conduct or the making of false
statements or misrepresentations as to its qualifications to enter into a procurement contract within a
period of three (3) years preceding the commencement of procurement proceedings. Signed
..................................................................................................................................................
For and on behalf of M/s ............................................................................................................
In the capacity of
..................................................................................................................................................
Dated this .......................................................... day of ......................................................... 20....

Tenderer / Company’s Official Rubber Stamp .................................................................

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 ......................................................... 20.... Suppliers” /

Company’s Official Rubber Stamp .................................................................

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

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

1.1 Name of tenderer

Name of Tenderer

Principal place of business

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment Type</th>
<th>Minimum Number required</th>
<th>Remarks</th>
<th>State whether owned, to be purchased/leased/ hired</th>
</tr>
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</table>

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach Certificate and CV (CV to be provided as per the format provided in appendix 1)

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

1.6 Evidence of access to liquid assets of not less than Kshs 5 million. Proof should be in the form of cash in hand, letter of credit/ bank overdraft, attach supportive documents.

1.7 Availability/commitment of transport for ferry personnel to and from airport or contract agreement with shuttle transport operators
CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that,

…………………………………………………………………………………………………………………………

(Name of Tenderer or his representative) of the firm of,

………………………………………………………………………………………………………………………… (Name of Firm Tendering)

In the company of,

…………………………………………………………………………………………………………………………

(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

PROVISION FOR CLEANING SERVICES AT T1E - JOMO KENYATTA INTERNATIONAL AIRPORT

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.

2. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed…………………………………………………………

(Tenderer or his representative)

Witnessed…………………………………………………………

(Signature of Client’s representative)

Date…………………………
LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Kenya Airports Authority

To:_____________________
_____________________
_____________________

RE: Tender No._____________________

Tender Name_____________________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____________________________________
_____________________________________

84
CERTIFICATE OF BIDDER’S VISIT TO SITE/ PRE-CONFERENCE

This is to certify that,
I ....................................................................................................................
(Name of Bidder or his Representative)
Of ...........................................................(Name of Firm Bidding)

In The Company of
...................................................(Name of KAA Representative Conducting the Site Visit)

Visited the site in connection with the Tender for:
PROVISION OF CLEANING SERVICES AT TERMINAL 1E IN JKIA

Having previously studied the Contract documents, I carefully examined the Site. I have made myself familiar with all the local conditions likely to influence the works and the cost thereof.

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

Signed ...........................................................................................................
(Client’s Representative Conducting the Visit if Applicable)
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]
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
7.12
FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO…………….OF……….….20……...

BETWEEN
…………………………………………….APPLICANT

AND
…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of ……………dated the…day of ……20…in the matter of Tender No...........of .............20...

REQUEST FOR REVIEW

I/We……………………………, the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc.

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …………. day of ………….20………

SIGNED
Board Secretary
## APPENDIX I

### Resume of Proposed Personnel

<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>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional qualifications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Contact (manager / personnel officer)</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
</tr>
</thead>
</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>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KPI's for Cleaning Contractor</td>
<td>Excellent</td>
<td>Good</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------</td>
<td>------</td>
</tr>
<tr>
<td>Cleaning Standard</td>
<td>The standard of clean as observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.</td>
<td>The standard of clean as observed on regular inspection this month is very good, few issues to action. Usually a consistent high 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>
</tr>
<tr>
<td>Customer Service</td>
<td>Individual cleaners go above and beyond the call of duty. High standard verified by Head (If relevant).</td>
<td>Cleaners are proactive in offering service. High standard verified by Head (If relevant).</td>
</tr>
<tr>
<td>Waste Management</td>
<td>Waste bins are spotless. Waste system is optimized; cleaners make pro-active contribution.</td>
<td>Waste bins are excellent; waste management is excellent.</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. Clear</td>
<td>Very good SMS, includes training records. Clear signs of implementation.</td>
</tr>
<tr>
<td>Headings</td>
<td>Signs of Implementation</td>
<td>Stability of Supervisors &amp; Staff</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td><strong>Stability of Supervisors &amp; Staff</strong></td>
<td>Housekeeper, supervisor and cleaners, with no changes. Few site staff changes.</td>
<td>Very good Housekeeper, supervisor and cleaners; changes are rare. Few site staff changes.</td>
</tr>
<tr>
<td><strong>Presentation &amp; Uniforms</strong></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>
</tr>
<tr>
<td><strong>Staff paid minimum and requisite government wage by 5th of every month</strong></td>
<td>All staff paid requisite wages on by 5th of every Month worked</td>
<td></td>
</tr>
</tbody>
</table>