



**TENDER DOCUMENT  
FOR  
PROVISION OF CLEANING SERVICES FOR GENERAL  
AREAS, TOILETS, BAGGAGE TROLLEY MANAGEMENT  
FOR NEW TERMINAL AT KISUMU INTERNATIONAL  
AIRPORT  
(Eligibility for Youth, Women & People Living with Disability)**

**TENDER NO: KAA/OT/KIA/0026/2019-2020**

**OCTOBER 2019**

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

**THE AIRPORT MANAGER  
KISUMU AIRPORT  
P.O. BOX 13  
KISUMU**

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INVITATION FOR TENDERERS

**TENDER NO; KAA/OT/KIA/0026/2019-2020**

**DATE; 15<sup>TH</sup> OCTOBER 2019**

**TENDER NAME: PROVISION OF CLEANING SERVICES AND PEST CONTROL AT  
NEW TERMINAL BUILDING KISUMU INTERNATIONAL  
AIRPORT**

- 1.1 The Kenya Airports Authority (KAA) invites sealed bids from eligible candidates for the Provision of Cleaning Services and Pest Control at the New Terminal Building in Kisumu Airport for a period of two years through an open tendering process.
- 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 should be downloaded from Kenya Airports Authority website ([www.kaa.go.ke](http://www.kaa.go.ke)) or Public Procurement Information Portal ([ppip.go.ke](http://ppip.go.ke)) and thereafter bidders should forward their company's details to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) so that any addendum/clarifications can be sent to their email address.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.5 Completed tender documents must be serialized from the first to the last page and are to be enclosed in plain sealed envelopes marked with tender number and description be deposited in the Tender Box on Second Floor, Kenya Airports Authority Headquarters, North Airport Road, Nairobi, to be addressed to:

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

so as to be received on or before **24th October 2019 at 11:00 am.**

- 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, 1th Floor, Kenya Airports Authority Headquarters complex building.

- 1.8. There shall be a pre-bid meeting which will be held on **16<sup>th</sup> October 2019** at 10.00 am. Tenderers will assemble at the COVEC Conference Hall at the Kisumu International Airport.
- 1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website [www.kaa.go.ke](http://www.kaa.go.ke). All bidders are advised to regularly check the website during the bidding period.
- 2.0 The Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept lowest or any tender.
- 2.1 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

**GM (PROCUREMENT & LOGISTICS)**  
**FOR: MANAGING DIRECTOR**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Airports Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document is N/A
- 2.2.3 The Kenya Airports Authority shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda that may be 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 applicable taxes :

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

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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



## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price
- 2.12.3 The tender security is required to protect the Kenya Airports Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 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
- 2.12.5 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
- 2.12.6 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.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity 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 60 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 one copy 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 **24<sup>th</sup> October 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 Procuring entity at the address specified under paragraph 2.15.2 no later than **24<sup>th</sup> October 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, on **24<sup>th</sup> October 2019 at 11:00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya

Airports Authority, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

2.20.3 The Kenya Airports Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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.

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the Kenya Airports Authority**

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

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

**2.24 Award of Contract**

**a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as

such other information as the Kenya Airports Authority deems necessary and appropriate.

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

**b) Award Criteria**

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

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

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

**2.25 Notification of award**

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

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

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

**2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

### **ELIGIBILITY IS AS FOLLOWS:**

#### **PROVISION OF CLEANING SERVICES FOR GENERAL AREAS, TOILETS AND BAGGAGE TROLLEY MANAGEMENT AT KISUMU INTERNATIONAL AIRPORT**

##### **Tender nos. KAA/OT/KIA/0026/2019-2020**

##### Clause Reference

- 2.1.1 The eligibility is for duly registered Youth, Women and People Living with Disability
- 2.12.1 The bidders shall provide a duly filled and signed Tender Securing Declaration form
- 2.13.1. The tender validity period is 120 days from the date of tender opening
- 2.18. The opening date is **24<sup>th</sup> October 2019 at 11:00 am**
- 2.24.2 The procuring entity, prior to Award of the tender, shall conduct due diligence so as to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender

### **MANDATORY EVALUATION CRITERIA**

<b>No</b>	<b>Requirement</b>	<b>Compliance</b>
1	Copy of Certificate of Company Incorporation/Registration.	Must meet
2	Duly filled and signed Tender Securing Declaration Form	Must meet
3	Copy of Current and Valid KRA Tax Compliance Certificate	Must meet
4	Duly filled Confidential Business Questionnaire form	Must meet
5	Duly filled form of tender valid for 120 days	Must meet
6	Duly filled Self – Declaration form	Must meet
7	Certificate of site visit by the tenderer	Must meet



8.	Attach a current and valid certificate from National Treasury for enterprises registered under the preferences and reservation regulations 2013 (Special group) Youth Group, Women Group or People Living with Disability Group Category( AGPO/YAGPO)	Must meet
9.	Copy of Valid Business Permit	Must meet
10.	A copy of CR 12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR 12 of such a Company shall be provided. If the bidder is a sole proprietor, they need not provide	Must meet
11.	Proof of Bank Account in form of a letter from the Bank or Bank statement for the last six (6) months.	Must meet
12.	Copies of valid Compliance Certificates from: National Social Security Fund (NSSF) National Hospital Insurance Fund (NHIF) Ministry of Labour	Must meet
13.	Completed tender documents duly serialized from the first to the last page	Must meet
14.	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.	Must meet
<b>NOTE: Tenderers who will not meet <u>ANY</u> of the above mandatory requirements will not be evaluated further.</b>		

## **TECHNICAL REQUIREMENTS**

No	Requirement	Aspect
1.	Bidders must have at least a minimum of Two cleaning supervisors with certificate in housekeeping, institution Management or related training.	Bidders to provide copies of Academic Certificates for the proposed supervisors
2.	The two cleaning supervisors must have at least Six (6) month experience.(Provide a CV for each)	Experience (6) months
3	Type of chemicals and detergents such as disinfectants, multipurpose cleaning detergents, stain removers, degreasers, wooden polishes, window cleaners.	provide list in form of table

4	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)	A write up of Not less than a page for each.
5	Provide a work plan for allocation of staff covering 24 hours which must include lunch breaks.	Indicate list of staff distribution as per the BOQs and duties to be performed.
6	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.	Specific machines to be used during operations
7	Bidders to provide a cleaning schedules (This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly) etc.	Daily/weekly/monthly duties
8	Training Schedule (This shall include but not limited type of training, No. of personnel, apparatus to be used, time etc.)	Must provide

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

**FINANCIAL EVALUATION:**

**Pre-tender meeting/Site Visit**

A mandatory site visit/pre-bid meeting will be organized on **16<sup>th</sup> October 2019 at 10.00 am**. Tenderers will assemble at the COVEC Conference Hall at the Kisumu International Airport

**NOTE:**

Those attending the site visit should carry valid identification documents (National Identity Card/Passport) **original and copy**, for security screening and 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 including all the attachments.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the Kenya Airports Authority and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Airports Authority under the Contract.
- d) “The Kenya Airports Authority” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

- 3.6.2 The proceeds of the performance security shall be payable to the Kenya Airports Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya Airports Authority and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Kenya Airports Authority and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Airports Authority.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Kenya Airports Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

The Kenya Airports Authority by written notice sent to the contractor may terminate the contract in whole 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.

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION D. SPECIAL CONDITIONS OF CONTRACT FOR CLEANING SERVICES

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

### 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**" are calendar days;
- i. "**Months**" are calendar months.
- j. "**Equipment**" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k. "**Site**" means the place or places where the Services are to be carried out.
- l. "**KAA's Representative**" is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- m. "**Specification**" means the Specification of the Services included in the Contract.
- n. "**Agreement**" means this Agreement made between Kenya Airports Authority and the Contractor including the First and second schedules and to other document forming the Agreement;



- o. **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p. **“Party”** means either KAA or the Contractor
- q. **“Both Parties”** means KAA and the Contractor
- r. **“Rates”** means the costs and charges of the services the Contractor shall provide to KAA; as provided for in the Second Schedule of this Agreement;
- s. **“Cleaning Services”** means the cleaning services, that will be provided to KAA by the Cleaning Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KAA from time to time;
- t. **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KAA as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order

## **2. CONTRACT DOCUMENTS**

- 2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
  - a. Agreement,
  - b. Contractors Tender
  - c. Letter of Award and Acceptance,
  - d. General Conditions of Contract and Special Conditions of contract
  - e. Technical Specifications,
  - f. Schedule of Rates
  - g. Tenderer Statement of compliance
  - h. Key Performance Indicators and Services Level Agreement as will be agreed by both parties

## **3. EMPLOYER’S REPRESENTATIVE’S DECISIONS**

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

## **4. INSTRUCTIONS**

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

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

## **5. MANAGEMENT MEETINGS**

- 5.1 A Contract top management meeting shall be held and attended by the Employer's Representative and the Contractor. Its business shall be to evaluate periodic performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 5.2 A formal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7.
- 5.3 Communication between parties shall be effective only when in writing.

## **6. DURATION OF CONTRACT**

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

## **7. PERFORMANCE APPRAISAL**

- 7.1 On a monthly basis the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of subsequent deliberations and or action as stipulated in clause 8 & 9. The performance evaluation form is attached in appendix 2. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations and the cleaning standards for respective lots.

## **8. NON PERFORMANCE PENALTY**

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

## **9. TERMINATION**

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

(a) **By Breach of Contract**

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

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

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

9.2 On termination of this Agreement, 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.

## 10. CONFIDENTIALITY

10.1 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.

## 11. ASSIGNMENT

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

## 12. SUB-CONTRACT

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

## 13. PAYMENT TERMS

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

## 14. PROVISIONS AND STANDARD OF SERVICE

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

- (b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KAA
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the contractor shall immediately and without any delay notify KAA in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KAA shall evaluate the condition and may, at its sole discretion, waive the contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

## **15. HOUSEKEEPER(S) AND SUPERVISOR(S) QUALIFICATION**

15.1 The contractor's Executive Housekeeper on the ground **must** have the under listed minimum qualifications

- (a) At least a pass in "O" Level Certificate
- (b) Diploma in housekeeping or equivalent from a recognized institution

15.2 The contractor supervisor(s) on the ground **must** have the under listed minimum qualifications:

- (a) At least a pass in "O" Level Certificate
- (b) A certificate in housekeeping or equivalent from a recognized institution

15.2 The contractor shall undertake basic training of his staff on Customer service, environmental management, occupational safety and health, firefighting, first aid, handling of hazardous chemicals and any other training as applicable.

## **16. STAFF IDENTIFICATION**

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

## **17. PERFORMANCE SECURITY**

17.1 The Contractor shall before executing this agreement furnish KAA with a Tender Securing Declaration Form.

## **18. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

- 18.1 The Contractor shall not; Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.
- 18.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **19. PROBATION PERIOD**

- 19.1 The Contractor shall provide the services to KAA on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of KAA

## **20. NOTICE ADDRESSES**

- 20.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

## **21. TENDER PRICES)**

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

## **22. INDEMNITY**

- 22.1 The Contractor shall indemnify and keep indemnified KAA, its servants and against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, 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 KAA, 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.

## **23. CLAIMS**

- 23.1 Notice of all claims by KAA 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.

## **24. INSURANCE**

- 24.1 The Contractor shall insure its Cleaning Officers 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 KAA, its servants or agents. The Contractor will indemnify KAA against all actions, claims and demands in respect of such injury.
- 24.2 The Contractor shall be required by KAA to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

## **25. LIQUIDATED DAMAGES**

- 25.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KAA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum until actual delivery of services and after this KAA may consider terminating the contract.

## **26. SALARY PAYMENT / BENEFITS**

- 26.1 Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage set by the government in a timely manner but not later than the fourth working day of each month. Late payment shall not be tolerated under any circumstances
- 26.2 The Contractor shall ensure that all staff receives one (1) month paid leave for every 1 years of employment.
- 27.3 KAA reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result in termination of this Contract.

## **27. SECURITY PASSES**

- 27.1. All Contractor staff shall carry their staff ID Cards with them at all times.
- 27.2 At the start of this Contract, the Contractor shall obtain at his/her cost, Temporary, followed by permanent security passes for all staff working at the Airport. Passes must be carried at all times by Contractor personnel along with staff ID card.
- 27.3 Each person shall be responsible for the safe keeping of his/her pass. Passes shall remain the property of KAA Security Dept. Any lost or stolen cards must be reported to KAA immediately, and all costs related to replacement of such cards shall be borne by the Contractor.

## **28 UNIFORM**

- 28.1 Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including footwear), to be worn by Contractor personnel in performance of their respective duties under this Contract
- 28.2 KAA reserves the right to approve the design style, fabrics and colors for uniforms to be provided by Contractor to his personnel providing services under this Contract.
- 28.3 A set of uniforms to be provided to each employee annually.
- 28.4 Uniforms to be replaced at a minimum on an annual basis and earlier if deemed necessary by KAA Representatives.
- 28.5 All uniforms shall be subject to regular inspection by KAA Representatives. Contractor's personnel shall ensure that the uniform is clean and his appearance is neat and tidy at all time while providing the services.
- 28.6 All Contractors personnel shall wear uniforms that will be styled and colored as approved by KAA. The name tag shall reflect workers true identity.
- 28.7 All cost related to uniforms shall be borne by Contractor.

**29 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT**

- 29.1 The Contractor shall be responsible for the effective management of the contract staff vacation leave; absences, sick- leave, special leave etc, and must ensure that sufficient systems and structures are in place to maintain the level of Service performance requirements under this Contract.
- 29.2 The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company's reference.
- 29.3 Contractor shall not transfer, remove, or replace any of his personnel who are providing the Services without the informing KAA
- 29.4 Should KAA 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 KAA.
- 29.5 Contractor shall ensure without fail that KAA is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by Contractors Supervisor to KAA Representative. Planned leave should be advised giving at least one months' notice. Contractor shall provide suitable Company approved replacement personnel for any absentee due to planned leave or sick leave.

- 29.6 The Contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, special leave, etc. in order to maintain the level of Service performance.
- 29.7 Contractor should not change or relocate any personnel without informing KAA.
- 29.8 Contractor personnel assigned to this Contract shall not work on any other Contract individual agreement be it temporary or part time basis at KIA.
- 29.9 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.

### **30 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION**

- 30.1 Throughout the Contract duration, Contractor shall be responsible for producing monthly report including but not limited to the following important aspects:
- a. Executive summary describing actual building/facilities cleaned vs Required in the Contract
  - b. Status of cleaning equipment
  - c. Actual man-power histogram vs planned number of personnel, Absenteeism, replaced personnel, etc, this to be provided on monthly Basis.
  - d. Areas of concern encountered during performance of the Services (I.e. access to work site, technical issue, etc), this to be provided on monthly basis.
  - e. Any incidence/accidents shall be reported immediately to the concerned KAA Representative. Contractor's personnel shall fill incidence/ accident forms to be provided by KAA highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident taken place during that month.
  - f. Other reports as requested by KAA Representative.

### **31. ENVIRONMENTAL CONSIDERATION**

- 31.1 As a public organization, KAA shares the Government's commitment to Environmental Sustainability and in particular to sustainable procurement. The contractor is therefore required to be observing the following:
- Use of green products
  - Energy reduction
  - Use of renewable energy, e.g. solar power, wind power



- Use of environmental friendly materials
- Reduction of water usage
- Reduction of waste
- Use of ‘green” energy efficient equipment

## **32 CONTRACTOR OBLIGATION**

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

- 1 All cleaning materials, supervision, labor, cleaning equipment necessary for the performance of the Services.
- 2 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.
- 3 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Airport REPRESENTATIVE immediately;
- 4 The contractor shall ensure that all its staff members who has assigned to carry out the cleaning services are dully paid in compliance with the requisite labour laws and in respect of which the Authority reserves the right to obtain compliance verification from the contractor.

## **33 KAA OBLIGATIONS**

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

1. Assist to obtain security passes.
2. Review/Approval of Contractor’s cleaning material submittals
3. Review/Approval of Contractor’s Cleaning Method
4. Review/Approval of Contractor’s cleaning equipment
5. Periodic inspection and auditing of Contractor Services
6. Ad-hoc inspection of Contractor cleaning equipment and personnel .
7. Prepare Key performance Indicators and Service Level Agreement in conjunction with the contractor

## **34 UNACCEPTABLE METHODS**

34.1 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.

## **35 COMPLAINTS**

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

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

35.3 Complaints received by or referred to the Airport Manager's representative shall be investigated by the Airport Manager's representative who, in appropriate cases, can invoke the default provision.

## **36 CLEANING WORKS ORDERS**

36.1 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 timeframe must be strictly adhered to.)

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

- The number of cleaning personnel required on site.
- The targets to be meet
- Uniform and dress standards
- General duties
- Required documentation: cleaning rosters, attendance registers, duty rosters and any other necessary documentation
- Time for reporting for duties

36.3 Any signed cleaning works orders shall be deemed to be part of the Contract.

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

### **37 MAINTENANCE**

The contractor must give a written report on all the defects in the contracted areas on a daily basis

### **38 PERFORMANCE MANAGEMENT**

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

38.2 KAA may apply the following KPIs as attached in appendix 3:-

- i. Standard of cleanliness
- ii. Cleaning complaints
- iii. Customer service
- iv. Safety management system
- v. Stability of Supervisor and staff
- vi. Presentation & uniforms
- vii. Cleaning staff attendance

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

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

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

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

38.7 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.

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

- |                       |   |           |
|-----------------------|---|-----------|
| ➤ 90% and Above       | - | Excellent |
| ➤ 80% and above       | - | Good      |
| ➤ Between 60% and 79% | - | Average   |
| ➤ Between 50% 59%     | - | Poor      |

➤ 49% and below - Very poor

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

<u>Evaluated Performance</u>	<u>Deduction</u>
• 60% to 79% (Fair)	30%
• Below 60% (poor)	40%

**39.10** The contractor in consultation with the KAA shall enter into **Service Level Agreements (SLAs)** which will be used to measure the performance of the contractor. Wherever the service levels will not be met than the above deductions will be effected and where the performance for two consecutive months will be below **60%** then termination proceedings will commence.

#### **OTHER SPECIAL CONDITIONS OF CONTRACT**

- 39 The successful bidder will meet the cost :
- Access passes and charges for his employees-
  - Access and toll charges
  - Security passes Kshs 3,000.00 per person per year.
- 40 Storage facilities if required will be provided to the contractor at rent and other terms to be specified by the Authority.
- 41 The contractor shall provide color coded refuse bins with liners and collect all the refuse from all the buildings to the designated garbage collection point
- 42 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 contractor shall be responsible for the safety and security of the Authority's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage.
- 44 The contractor 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.
- 45 Any servant and/or agent of the contractor misconducting himself/herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the 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 of the Airport.
- 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 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 it's employees' or agents' failure to observe or comply with such requirements.
- 50 The contractor shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots, sit in , boycott of work or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the Airport.
- 51 The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.
- 52 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.
- 53 Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff and labour, and in collaboration with and to the requirements and due satisfaction of the Port Health and at all times to comply with all standard health requirements in and

around the Airport which the Authority may from time to time promulgate and allow the designated representation or agent of the Authority including **medical officer of Port Health** at all reasonable times to inspect the operations of the contract relating to the provisions of the services and all materials, equipments, disinfectants and detergents used in connection therewith.

#### **54 Implementation and execution of the contract**

54.1 The overall responsibility for the execution and implementation of the cleaning services at the new terminal building will rest with the Station Manager/Executive housekeeper who will be the DESIGNATED representative of the contractors.

54.2 The Station Manager shall have full power and authority to act on behalf of the Contractor. In addition the station executive housekeeper must be competent and responsible, and have adequate experience in carrying out the cleaning services and shall exercise personal supervision on behalf of the CONTRACTOR.

55 The Station Manager responsible for the supervision and management of the CONTRACTORS' personnel.

#### **56 Statutory Requirements**

56.1 It is important that the Contractor fully understands the statutory duties of the Kenya Airports Authority because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the KAA. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.

#### **57. Deployment of machines**

Machines to be deployed by contractor are the property of the contractor and will be maintained by contractor at his own cost.

The contractor should deploy minimum number of machines as per requirement. The machines brought on site will not be allowed to be taken away except for repairs, till completion of contract duration. The register indicating machines numbers etc. for identification will be prepared on the day of start of work and will be open for inspection by the officers from KAA. In case of any short fall on a particular day the recovery shall be made at the rate as specified in tender document.

The contractor should procure/ arrange and demonstrate the required equipment/ machines for cleaning services within seven days of signing the contract agreement as per the numbers and machines specified in tender document.

Machines/equipment brought by the contractor should always be in working conditions. If any defects occur in the machinery, the same shall be repaired and made workable within twenty-four hours. However till such time he has to make an alternative arrangements to maintain the premises at his own cost and for this alternative arrangement nothing extra is payable. No machine shall be out of order for more than 3 days. If it remains out of order beyond this time, recovery shall be made at the rates

specified in tender document for number of days for which machines remain non-functional.

The cost of running charges of machines i.e. for fuel, petrol or battery i/e replacement of parts etc. shall be borne by the contractor and nothing extra is payable.

**60. Provisions of Materials**

The Contractor shall supply all equipment, tools and materials, including consumables such as toilet rolls, soap, etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. All materials used shall be approved by the Airport Manager's representative at least one month prior to the Commencement Date and any proposed changes shall be discussed with and agreed by the Airport Manager's representative in advance. The Airport Manager's representative reserves the right to refuse the use of any chemicals on environmental grounds.

The contractor would be expected to adopt/ adjust to new products in the market at no cost to KAA.

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **SECTION: SCOPE OF CLEANING WORKS.**

The scope of the cleaning services include:-

1. Cleaning of all toilets as specified in the bill of quantities
2. General areas cleaning in all areas as specified in the bill of quantities
3. Provision of cleaning consumable materials, tools and equipment. The successful contractor will be required to provide the following and any other suggested consumables and equipment for use in providing contracted services:-

#### **1.1 Consumables**

- Quality white toilet papers jumbo and small toilet papers
- hand washing soap/cream/ foam pink or white in color
- Air fresheners and automated air freshener dispensers in every toilet
- Toilets balls/scented mesh
- Quality hand paper towels(white in color)
- Proper and decent cleaning in progress and wet floors warning signage
- Toilet detergents and disinfectants

- Quality step-on dustbins .(*All white , silver or blue in color with transparent linings*)
- Step-on sanitary bins *and 5 Automatic sanitary bins for physically challenged users (All white in color with transparent linings)*
- Floor Strippers water and solvent based
- Degreasers
- Floor maintainer
- Polishes
- Detergents
- Stain removers
- Transparent bin linings

### **Equipment and Tools**

- Telescopic window cleaners
- Yellow Dusters and white cleaning cloths
- Piston pumps
- Dust blowers
- Toilets brushes and holders(white in color)
- Mop buckets white or blue
- Floor shining mops/ sweepers
- Window cleaners (telescopic 2)
- Scrubbing / Buffing machines(**Minimum 2 in number**)
- Vacuum cleaner for cleaning and instant drying of lounge carpets
- Deck scrubbers
- Hand brushes
- Yellow dusters and cleaning cloths
- Ordinary dusters
- Safety belts and dust masks
- Helmets , gloves and dust masks
- Caution signs
- Scaffold Ladder
- Small dustbins( 10 ltrs) with transparent liners for offices and lounges

However, the contractor shall be expected to specify and list all consumables, tools and equipment to be used to achieve the required standards in the form for list of equipment and materials



## **SECTION:-CLEANING PERFORMANCE STANDARDS**

### **1. Concourse Cleaning**

#### **A. Shining and Dusting**

1. Lobby and entrance floors will be clean and free of dirt streaks and there will be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
2. Wads of gum, tar, and other sticky substance will have been removed from the area.
3. Grills and woodwork will be dust-free after dusting.
4. There will not be any spots or smudges on the wall surfaces

#### **B. Polishing and Wall Spotting**

1. Doorknobs push bars, kick plates, railings, doors and other surfaces will be clean and polished to an acceptable luster.
2. Trolley park and drinking fountains will be cleaned and free of stains. The wall surfaces around the drinking fountains will be free of water spots and streaks.
3. Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kinds.

#### **C. Mopping**

1. The concourse will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after the mopping operation.
2. Walls, baseboards, and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
3. All surfaces will be dry and the corners and crevices clean after mopping.

### **2. Office Cleaning**

#### **A. Trash Removal**

1. All wastepaper baskets will be empty and in place, clean and ready for use. Liners will be inserted as required.
2. All ashtrays will be empty and in place, clean and ready for use.
3. Ashes and trash bags, when filled will be disposed of quickly.

#### **B. Sweeping or Vacuum Cleaning**

1. There will not be any dirt left in corners, under furniture, or behind doors.
2. Baseboards, furniture, and equipment will not be disfigured or damaged during the cleaning operation.
3. There will not be any dirt left where sweepings were picked up.
4. Furniture and equipment moved during sweeping will be replaced.
5. There will be no trash or foreign matter under desks, tables, or chairs.

### **C. Dusting**

1. There will not be any dust streaks on desks or other office equipment.
2. Woodwork, after being properly dusted, will appear bright.
3. Corners and crevices will be free from any dust.
4. There will not be any oily spots or smudges on walls
5. When inspected , there should be few traces of dust on any surface.
6. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.

### **D. Damp-Wiping**

1. Mirrors, ashtrays, door glass, and all other glass that can be reached while standing on the floor will be clean and free of dirt, dust, streaks, and spots.

### **E. Clean Rugs**

2. Rugs will be clean and free from dust, dirt, and other debris.
3. There will be no trash or foreign matter under desks, tables, or chairs.
4. Any furniture moved during rug cleaning will be replaced.

## **3. Stairway Cleaning**

### **A. Sweeping and Dusting**

1. Stair landings, steps and all corners of stair treads will be free of loose dirt or dust streaks after sweeping.
2. Stair railings, door moldings, ledges, and grills will be dust free after dusting. The dust will have been removed rather than pushed around.

### **B. Cleaning, Polishing and Wall Spotting**

1. Glass surfaces will be clean and free of any smudges, finger marks and dirt.
2. Handrails, doorknobs, and other surfaces will be clean and polished to an acceptable luster.
3. Walls up to a standing height will be free of finger marks and other dirt spots of any kind.

### **C. Mopping and Scrubbing**

1. Stair landings and steps will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after mopping or scrubbing.
2. Walls, baseboards, and stair risers will be free of watermarks, scars from the equipment striking the surfaces and splashing from the cleaning solution.
3. All surfaces will be dry and the corners and cracks clean after dry mopping.

## **4. Lifts Cleaning**

### **1. Vacuum Cleaning and Dusting**

- a) Interior surfaces of lifts will be free of loose dirt & dust streaks.

### **2. Cleaning, Polishing and Wall Spotting**

- a) Handrails, controls, and other surfaces will be clean and polished.
- b) Wall will be free of finger marks and other smudges.

### **3. Mopping, Waxing and Polishing**

- a) Lift walls will be free of splash marks. Floor will be clean and base plates and thresholds polished.

#### **4. Landings**

- b) The landings and treads will be free of loose dirt, dust streaks, and gum or other foreign substances.

#### **5. Cleaning, Dusting, Polishing and Wall Spotting (Lift)**

- a) The walls and all objects in the area will be free of finger marks and other smudges.
- b) Handrails and glass will be clean, metal surfaces will be cleaned and polished.

#### **5. A. Restroom Cleaning**

1. Trash containers will be emptied clean, liners inserted.
2. All sanitary receptacles will be clean, both inside and outside, and contain a new liner.
3. No trash or marks will be on floor.

#### **B. Replenishment of Supplies**

1. All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)

#### **C. Cleaning of Sanitary Receptacles**

1. All sanitary receptacles will be empty except for a new "liner".
2. All sanitary receptacles will be free of spots, stains, and finger marks.
3. All sanitary receptacles will be free of odors.

#### **D. Cleaning of Toilet Room Fixtures**

1. All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
2. The wall surfaces will be free of spots and smears.
3. All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.
4. The plumbing fixtures will be free of mold and water stains.

#### **E. Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors**

1. All supply dispensers will be clean and free of finger marks and water spots.
2. All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
3. All mirrors should be free of streaks, smudges, water spots, dust; lipstick smudges, and should not be cloudy.
4. Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.
5. Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings. Particular attention should be given to area under urinal.

### **6. Wall Cleaning**

#### **A. Wall Washing**

1. There will be no streaks or spots remaining on walls or signs of not overlapping.
2. There will be no smudges, spots at point where cleaning of the lower and upper halves of the wall overlaps.
3. No water will have been spilled on floor or furnishings.
4. Wall will be uniformly clean all over.
5. Woodwork on doors, windows, and moldings will be clean.

## **B. Furniture Replacement**

1. All furniture, pictures, and other furnishings moved during the wall washing operation will be returned to their original position.

## **6. Floor Cleaning**

### **A. Preparation of Mopping**

1. Cleaning solutions, where used, will have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.
2. Proper precautions will have been taken to advise building occupants of wet and/or slippery floor conditions.
3. The space to be mopped will have been properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

### **B. Floor Mopping**

1. The mopping work will have been performed in such manner as to properly clean the floor surface; care is to be taken to see that the correct type and mixture of cleaning solution, if required, has been used. Proper extraction methods will be used to eliminate residue buildup in seams and discoloring of grout.
2. All mopped areas will be clean and free from dirt, streaks, mop marks, and strands, etc.; properly rinsed, if required, and dry mopped for an overall appearance of cleanliness.
3. Walls, baseboards, and other surfaces will be free of watermarks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.
4. Care will have been taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas or baseboards.

### **B. Preparation of Floor Area for polishing**

1. The floor area will be free of dirt and dissolved polish build up particles, cleaning material residue, streaks; mop strands, and otherwise be thoroughly cleaned.
2. Walls, baseboards, furniture bases, and other surfaces will be free of watermarks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.

### **D. Polishing**

1. The surface waxed will have the proper polish applied in accordance with best operating practices.
2. The polish will be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and allowed to properly dry before being buffed.
3. Walls, baseboards, furniture, and other surfaces will be free of wax residue and marks from the equipment. Covering for wall protection will be used in areas where paneling or cloth is found.
4. The polished area will be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.

### **E. Buffing**

1. The polished or damp mopped surface shall have dried to the touch before being buffed.
2. Baseboards, furniture, and equipment will not be disfigured or damaged during the buffing work.
3. The finished area will be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machine.

### **F. Furniture Arrangements in polished Areas**

1. All rug edges will be replaced to their proper position.
2. All moved items of furniture and office equipment will be returned to their original positions.
3. Care will have been exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

### **G. Preparation for Floor Scrubbing**

1. The machine and other equipment will be checked and readied for work in a careful and thorough manner.
2. Additions of motor oil, where required, will be accomplished in a safe and careful way so as to avoid spillage and overfilling.
3. Cleaning solutions will be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

### **H. Floor Scrubbing and Rinsing**

1. Proper precautions will be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.
2. The scrubbing work will be performed in such manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.
3. All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing brushes and/or mops, will be clean and free of dirt, water streaks, mop marks and string; properly rinsed and dry mopped to present an overall appearance of cleanliness.
4. Walls, baseboards, and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.

### **7. Waste Disposal**

#### **A. Paper and Trash Collection, Removal and Disposal**

1. Bagged trash will be deposited in a pre-approved location
2. Any paper and trash spilled during the collection process will have been cleaned up.

**TENDERER’S STATEMENT FOR MATERIALS, EQUIPMENT AND PERSONNEL FOR CLEANING SERVICES**

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. Bidders must indicate the tools, machines, materials and equipment’s as a minimum that they shall use in executing the contract

**Tools and Machines**

S.No.	Description of Machine	Minimum number of machines	Tenderer Statement of compliance

**Consumables**

No.	Item	Unit of Measure	Minimum amount required per month	Tenderer statement of compliance
1	Jumbo Toilet papers ( White	Bales of 12 pcs each	40 bales	
2	White hand Paper Towels	Bales of 12 pks each	40 bales	
2	Liquid Disinfectants, methylated spirit and dettol	20 Litres Jerrican	4	
3	Vim powder	Kgs	10	
4	Refresh hand cream	20 litres Jerrican	3	
5	Automatic Air fresheners and dispensers	Cans	48	
6	Toilet balls scented	Pkts of 6 pieces	50	
7	multipurpose detergent	20 Litres Jerrican	3	
8	Floor stripper and polishes	20 Ltrs Jerrican	4 each	
9	w.c brushes white	Pcs	25	
10	w.c holders white	Pcs	25	

11	scotchbrite	Pcs	50	
12	mutton cloths and yellow dusters	Rolls/Pcs	3/30	
13	Force pump	No.	10	
14	hand gloves surgical/HD	Pairs	50	
15	step on dustbins white/silver	No.	30	
16	Transparent bin liners	Pcs	750	
17	mop single bucket	No.	30	
18	heavy duty mops	No.	60	
19	caution signs	No.	25	
20	housekeepers trolley	No.	1	
22	White step on and automatic sanitary bins with liners	No.	25	
23	Scented fresh flowers for all toilets	No.	Daily supplies from the airport gardens- Ensure they are plucked and placed in the washrooms daily	
24	Electric extension cables	No.	25mtrs each	
25	Telescopic window cleaner	No.	2	
26	Dust Blowers	No.	1	
27	Scaffold ladders	No.	1	

### **Personnel**

No	Designation	Minimum number	Minimum Qualification	Experience in similar job	Tenderer Statement of compliance
	Station Manager/Executive Housekeeper	1	Diploma in Housekeeping, Institutional Management or related training.	2 years	
	Supervisors	3	Certificate	3 years	
	Cleaners	30	KSCE	-	

All tenderers must give a compliance statement that they will comply to the minimum requirements for machines, consumables and personnel as indicated above

### **PENALTIES**

In the event that the successful tenderers cannot provide the minimum number equipment and personnel for the execution of the contract, the following penalties will apply:-

### **Personnel**

The following Penalties will be imposed on the Contractor for not deploying the manpower as given below:-

<b>S.No.</b>	<b>Designation</b>	<b>No.</b>	<b>Recovery Rate Per Shift per person ( in Kshs.)</b>
	Station Manager/ Executive House Keeper	1	1,000.00
	Supervisors	1	500.00
	Cleaners	1	200.00

### Equipment

The following Penalties will be imposed on the Contractor for not deploying the machinery as given below:-

<b>S.No.</b>	<b>Machine / Equipment</b>	<b>Recovery Rate per Equipment per Day ( if not available / out of order for more than 3days ) [ in Kshs]</b>
1	Shining mops	500
3	Telescopic window cleaner	500.00
4	Scrubbing / Buffing machines	1,000.00
5	Vacuum cleaners	1,000.00
6	High Powered water pressure machine for cemented areas	200.00
7	Wet and dry machines for cleaning and instant drying of lounge carpets	1,000.00
9	Scaffold Ladders	500.00
10	House keeper trolleys	200.00

### Consumable

The following Penalties will be imposed on the Contractor for lack of consumable as given below:-

<b>No.</b>	<b>Item</b>	<b>Recovery Rate for lack/not enough consumable per Day [ in Kshs]</b>
1	Toilet papers	1000.00
2	Liquid Disinfectant	200.00
3	Vim powder	100.00
4	Refresh hand cream	500.00
5	Airfreshners	500.00
6	Toilet balls	600.00
7	multipurpose detergent	200.00
8	hand paper towels	1000.00
9	w.c brushes	100.00
10	w.c holders	100.00
11	Scotchbrite	100.00
12	mutton cloth	100.00



13	force pump	100.00
14	hand gloves	500.00
15	step on dustbin	500.00
16	transparent liners	100.00
17	mop single bucket	100.00
18	heavy duty mops	100.00
19	caution signs	700.00
22	step on and automatic sanitary bin	500.00
23	Other not specified but necessary for the performance of cleaning services	300.00 per item

***NOTE: The above penalties will apply for not more than two months. Beyond two months termination proceedings will commence as specified in the special conditions of contract***

## TECHNICAL SPECIFICATIONS AND BILLS OF QUANTITIES

### BILLS OF QUANTITIES

The bill of quantities for Provision of Cleaning Services 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 metre covered under the contract. The rates given by the bidder shall, except insofar as otherwise provided under the contract, shall include all equipment, labour, management/supervision, materials/consumables, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract.

Payment shall be made in accordance with the actual performance of the contractor and compliance with the Service Level Agreement to be entered between the contractor and KAA. 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 area in the bill of quantities. The cost of cleaning an area 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.

### PROVISION OF CLEANING SERVICES AT KISUMU AIRPORT

#### BILLS OF QUANTITIES

ROOM NO.	AREA NAME	SQM	CODE	FLOOR MATERIAL	RATE PER MONTH	RATE PER YEAR
0001	Public Entrance & Security screening	106.5	F3e	porcelain tiles, exterior		
0002	Check-in Hall	416.2	F3i	porcelain tiles, interior		
0003	Security Corridor	31.7	F3e	porcelain tiles, exterior		
0004	Staff Entrance & Security	74.6	F3e	porcelain tiles, exterior		
0005	Immigration Passport Control	35.9	F3i	porcelain tiles, interior		
0008	VIP Corridor	8.8	F3i	porcelain tiles, interior		
0009	VIP Female Toilets	4.8	F1	ceramic tiles		
0010	VIP Male Toilets	4.8	F1	ceramic tiles		
0011	VIP Pantry	4.8	F1	ceramic tiles		
0012	VIP Lounge	63.1	F3i	Carpetted		
0014	Departures Holdroom 1	113.1	F3i	porcelain tiles, interior		
0015	Departures Holdroom 2	129.5	F3i	porcelain tiles, interior		
0016	Departures Holdroom 3	101.9	F3i	porcelain tiles, interior		
0017	Elevator lifts					
0018	Electrical Room East	8.8	-	subject to core & shell		
0022	Public Male Toilets	11.1	F1	ceramic tiles		
0023	Public Female	7.5	F1	ceramic tiles		

	Toilets					
0024	Janitor Closet 1	1.8	F1	ceramic tiles		
0025	Janitor Closet 2	2.4	F1	ceramic tiles		
0026	Holdroom 2 Female Toilets	12.3	F1	ceramic tiles		
0027	Male Toilets PRM (HC)	2.8	F1	ceramic tiles		
0028	Holdroom 2 Male Toilets	13.7	F1	ceramic tiles		
0029	Toilet Lobby	4.8	F3i	porcelain tiles, interior		
030	Departures Corridor	65.5	F3i	porcelain tiles, interior		
0034	Holdroom 1 Male Toilets	7.8	F1	ceramic tiles		
0035	Holdroom 1 Female Toilets	9.3	F1	ceramic tiles		
0036	Duty Free Shop	16.3	-	subject to core & shell		
0038	Visitation Room	3.6	F3i	porcelain tiles, interior		
0039	Airport Police & Security	18.4	F3i	porcelain tiles, interior		
0040	Airport Permits & Passes Office	11.5	F3i	porcelain tiles, interior		
0040	Airport Permits & Passes Office	11.5	F3i	porcelain tiles, interior		
0043	Wellwishers Area	994.8	F3e	porcelain tiles, exterior		
0044	Restaurant Seating Area	see 0043	F3e	porcelain tiles, exterior		
0045	Baggage Make Up Area	60.9	F5	epoxy floor cover		
0046	Fire Surpression Cylinders East	0.7	F1	ceramic tiles		
0047	Baggage Handling Departures	135.9	-	Concrete		
0048	Baggage Handling Arrivals	182.7	-	Concrete		
0049	Baggage Handling Offloading	45.7	F5	epoxy floor cover		
0051	Baggage Reclaim Hall	219.8	F3i	porcelain tiles, interior		
0053	Left Baggage Storage	10.2	F3i	porcelain tiles, interior		
0054	Electrical Room West	10.5	F3i	porcelain tiles, interior		
0055	Immigration Passport Control Area	120.5	F3i	porcelain tiles, interior		
0056	Lost Property Office	12.9	F3i	porcelain tiles, interior		
0060	Departures Bags Storage	4.9	F3i	porcelain tiles, interior		
0061	Arrivals Bags Storage	4.9	F3i	porcelain tiles, interior		
0062	GS/BHS Toilets	5.6	F1	ceramic tiles		
0063	Electrical SS	14.2	F3i	porcelain tiles, interior		
0064	UPS Battery Room	8.9	F3i	porcelain tiles, interior		

0065	Airport Security Room	21.2	F3i	porcelain tiles, interior		
0068	Landing Fee Cashier	10.4	F3i	porcelain tiles, interior		
0070	BHS Corridor	5.4	F3i	porcelain tiles, interior		
0072	Fire Suppression Cylinders West	1.0	F1	ceramic tiles		
0073	Temporary Quarantine	7.6	F1	ceramic tiles		
0075	Animals & Plants	11.5	F3i	porcelain tiles, interior		
0076	Janitor Closet	2.9	F1	ceramic tiles		
	Roof tops			Screed		
0078	Arrivals Male Toilets	9.5	F1	ceramic tiles		
0079	Female Toilets PRM (HC)	2.8	F1	ceramic tiles		
0080	Arrivals Female Toilet	8.7	F1	ceramic tiles		
0081	Concourse Male Toilets	9.3	F1	ceramic tiles		
0082	Concourse Female Toilets PRM (HC)	2.1	F1	ceramic tiles		
0083	Concourse Male Toilets PRM (HC)	8.7	F1	ceramic tiles		
0084	Concourse Female Toilets	8.7	F1	ceramic tiles		
0087	Detention Lobby	7.5	F3i	porcelain tiles, interior		
0088	Female Detention(PI)	7.9	F1	ceramic tiles		
0089	Male Detention(PI)	10.5	F1	ceramic tiles		
0090	Wellcomers Area	916.2	F3e	porcelain tiles, exterior		
0091	Coffee Bar lobby	6.6	F3e	porcelain tiles, exterior		
0092	Book & Sundry Shop	6.6	F3e	porcelain tiles, exterior		
0093	Public lobby	6.6	F3e	porcelain tiles, exterior		
0094	Airline Public Desk 1	3.3	F3e	porcelain tiles, exterior		
0095	Airline Public Desk 2	3.3	F3e	porcelain tiles, exterior		
0096	Airline Public Desk 3	3.3	F3e	porcelain tiles, exterior		
0097	Airline Public Desk 4	3.3	F3e	porcelain tiles, exterior		
0098	Airline Public Desk 5	3.3	F3e	porcelain tiles, exterior		
0099	Airline Public Desk 6	3.3	F3e	porcelain tiles, exterior		
0100	KIS Airport Info Desk	3.3	F3e	porcelain tiles, exterior		
0101	KIS PRM (handicapped) Assistance	3.3	F3e	porcelain tiles, exterior		
0110	Female Toilet concourse	2.1	F1	ceramic tiles		
0111	Male Toilet concourse	2.1	F1	ceramic tiles		
0114	Restaurant Seating Area	see 0090	F3e	porcelain tiles, exterior		
0115	Holdroom 3 Male Toilet	3.8	F1	ceramic tiles		

0116	Holdroom 3 Female Toilet	3.8	F1	ceramic tiles		
0117	Toilet Lobby	3.5	F3i	porcelain tiles, interior		
0118	Arrivals Passageway	271.3	F3e	porcelain tiles, exterior		
0119	Departures Passageway	354.4	F3e	porcelain tiles, exterior		
1000	Elevated Walkway	28.2	F3i	porcelain tiles, interior		
1001	KAA Offices Lobby	15.1	F3p	porcelain tiles, polished		
1002	KAA Administration Office	51.1	F6	Carpet		
1003	KAA Airport Manager Secretary	13.8	F6	Carpet		
1004	KAA Airport Manager	20.3	F6	Carpet		
1005	KAA Offices Female Toilets	5.8	F1	ceramic tiles		
1006	KAA Offices Male Toilets	5.9	F1	ceramic tiles		
	KAPU Office blocks/toll	60		Ceramic		
1008	COVEC KAA Engineering offices and toilets	20.2	F3p	porcelain tiles, polished		
1009	IT ROOM	4.0	F1	Carpet		
1010	HR Offices	5.8	F1	Carpet		
1011	Registry	5.9	F1	Carpet		
1012	Procurement offices	5.6	F1	ceramic tiles		
1013	Toilet Lobby	8.4	F3p	porcelain tiles, polished		
1014	Female Toilets	7.6	F1	ceramic tiles		
1015	Male Toilets	8.2	F1	ceramic tiles		
1016	GFS offices	8.6	F6	Ceramic tiles		
1017	Immigration counters	14.7	F6	Ceramic tiles		
1018	Crew Gate	19.2	F3p	porcelain tiles, polished		
1019	Male Toilet	3.8	F1	ceramic tiles		
1020	IT / PABX Room	15.9	F4, F5	epoxy + raised floor tiles		
1028	Computer/IT Room	9.4	F6	Carpet		
1029	Electronics room	9.4	F6	Carpet		
1030	Caretakers room	5.7	F6	Carpet		
1031	Cleaning room	5.7	F6	Carpet		
1032	Upper Corridor	22.4	F3p	porcelain tiles, polished		
	Glass Cladding	495sqm		Glass and metal frames		
	Public Toll Gate Toilets for Schools	60sqm		Ceramic tiles		
	Engineering toilets	10sqm		Ceramic tiles		

	Baggage trolley arrangement, retrieval , cleaning and maintenance	80		SUM		
	Ceremonial Carpets handling/Toilet mats/Towels laundry			SUM		
	<b>TOTAL COST OF CLEANING</b>					
<b>ADD 16% VAT</b>						
<b>TOTAL COST p/a</b>						

**COST BREAKDOWN SUMMARY OF ALL COSTS FOR PROVISION OF CLEANING SERVICES FOR GENERAL AREAS, TOILETS, BAGGAGE TROLLEY MANAGEMENT FOR NEW TERMINAL AT KISUMU INTERNATIONAL AIRPORT- CLEANING, BAGGAGE TROLLEY MANAGEMENT AND CONTRACTOR'S PROFIT**

<b>COSTS ACTIVITIES</b>	<b>AMOUNT(KSHS) PER MONTH- EXCLUSIVE VAT</b>	<b>AMOUNT(KSHS) PER ANNUM- EXCLUSIVE VAT</b>
<b>1. CLEANING MATERIALS</b>		
<b>2. BAGGAGE TROLLEY MANAGEMENT</b>		
<b>3.SALARIES FOR 30 STEWARDS</b>		
<b>4.SALARY FOR 1 EXECUTIVE HOUSE KEEPER</b>		
<b>5.SALARIES FOR 3 SUPERVISORS</b>		
<b>6.CONTRACTOR'S PROFIT</b>		
<b>SUB TOTAL EXCLUSIVE OF VAT</b>		
<b>ADD 16% VAT</b>		
<b>TOTAL AMOUNT PER MONTH/ANNUM INCLUSIVE OF 16 % VAT</b>		
<b>TOTAL AMOUNT FOR 3 YEARS INCLUSIVE OF 16 % VAT TO BE CARRIED TO FORM OF TENDER</b>		

**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 VI - STANDARD FORMS**

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender Securing Declaration form
5. Self -Declaration form



**FORM OF TENDER**

Date\_\_\_\_\_

Tender No.\_\_\_\_\_

To.....

.....

[Name and address of Kenya Airports Authority]

Gentlemen and/or Ladies:

- 1. Having examined the tender documents including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Provision of Cleaning Services at Kisumu International Airport] 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 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 \_\_\_\_\_ 2019  
*[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 .....  
Viz.....[brief description of service] and has accepted a tender by the tenderer for ..... in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Kenya Airports Authority’s Notification of Award.
3. In consideration of the payments to be made by the Kenya Airports Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Airports Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya Airports Authority hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Kenya Airports Authority)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

**Part 1 General**

Business Name .....

Location of Business Premises .....

Plot No,..... Street/Road .....

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

.....

Nature of Business .....

Registration Certificate No.....

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

Name of your bankers .....

.....

Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details .....

.....

**Part 2 (b) – Partnership**

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Date.....Signature of Candidate.....

**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]*

**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 \_\_\_\_\_ for .....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of .....2019

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**SELF-DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

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

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

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

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

Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

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

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

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

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

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

Company Seal/Business Stamp

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

\_\_\_\_\_

**FOR: MANAGING DIRECTOR**

**SECTION: DETAILS OF TENDERER**

Name of firm / entity / enterprise	
Trading as (if different from above)	
PIN registration no	
VAT registration no.	
NHIF Employer Registration No.	
NSSF Employer Registration No.	
Any other registration applicable to this Industry	
Postal address	Postal Code _____
Physical address	
Contact details of the <b>Person signing the Tender</b>	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____
Tenderer's proposed <b>EXECUTIVE HOUSE KEEPER</b> who will represent the tenderer in the <b>EXECUTION AND IMPLEMENTATION PROCESSES</b>	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____



**CERTIFICATE OF TENDERER’S VISIT TO SITE**

This is to certify that,

.....  
(Name of Tenderer or his representative) of the firm of,  
.....(Name of Firm  
Tendering)

In the company of,  
.....  
(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

**PROVISION OF CLEANING SERVICES AT NEW TERMINAL BUILDING AT KISUMU 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.....

# APPENDIX 1

## Resume of Proposed Personnel

Name of Bidder
----------------

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company / Project / Position / Relevant technical and management experience

## APPENDIX 2

An inspection report shall be prepared by the airport manager's representative and co-signed by the shift supervisor as below:-

<b>KISUMU AIRPORT: QUALITY INSPECTION REPORT SHEET</b>						
<b>INSPECTION CARRIED OUT BY:</b>					<b>DATE:</b>	
<b>SCHEDULE / AREA</b>					<b>TIME:</b>	
	A	B	C	D	E	
<b>GENERAL</b>						Airport manager's representative Comments
1 Bins						
2 Floor						
3 Walls						
4 Doors						
5 Fix / Fittings						
6 Furniture						
7 Internal Glass						
8 Low Level Dust						
9 High Level Dust						
10 Telephone						
<b>WASHROOMS</b>						
11 Toilet Bowl						
12 Urinal						
13 Basin / Sinks						
14 Taps						
15 Cistern						
16 Mirrors						% Rating
17 Splash back						$\frac{\text{No of ticks}}{(\text{no of ticks} + \text{no of crosses})} \times 100$
18 Tiles						
19 Cubicle Walls						
20 Bath / Shower						
21 Dispensers						
<b>SERVICES</b>						
22 Toilet Rolls						
23 Hand Towels						
24 Soap						
<b>OTHERS</b>						
25 Chewing Gum						
26 Graffiti						
Defect number	Reason for Defect				Time to	Recheck date

		rectify	
Signed:		Airport manager's representative	
Consigned		Shift in Charge	
Grading			
A -Excellent			
B -Good			
C -Average			
D - poor			
E - Very poor			

## APPENDIX 3

### KEY PERFORMANCE INDICATORS FOR CLEANING SERVICES

KPI's for Cleaning Contractor	Excellent	Good	Average	Poor	Very Poor
<b>Cleaning Standard</b>	The standard of cleanliness as observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.	The standard of cleanliness as observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard.	The standard of cleanliness as observed on regular inspection this month is acceptable, few issues to action. Consistently to an acceptable standard.	The standard of cleanliness as observed on regular inspection this month is below standard, numerous issues to rectify. Inconsistent, often a lot of issues to deal with.	The standard of cleanliness as observed on regular inspection this month is very poor standard, building was noticeably unclean. Very inconsistent usually a poor standard.
<b>Complaints</b>	We receive compliments from public and tenants but no complaints.	Very few complaints or none, from the public or tenants.	Few complaints from the public or tenants and promptly attended to.	Some complaints from the public or tenants.	Constant complaints from public or tenants.
<b>Customer Service</b>	Individual cleaners go above and beyond the call of duty. High standard verified by Hoed (If relevant).	Cleaners are proactive in offering service. High standard verified by Hoed (If relevant).	Acceptable. Cleaners are polite and helpful. High standard verified by Hoed (If relevant).	Needs improvement cleaners polite, but not very helpful. Poor results from Hoed (Where relevant).	Poor or none. Cleaners are impolite. Poor results from Hoed (Where relevant).
<b>Waste Management</b>	Waste bins are spotless. Waste system is optimised; cleaners make pro-active contribution.	Waste bins are excellent; waste management is excellent..	Waste bins are acceptable, Waste management is acceptable.	Some problems in docks.	Waste bins are unacceptable; waste system is disorganised Recycling is not effective.
<b>Safety Management System</b>	Excellent safety mgt system, up with best in this trade. Includes up to date training records. Clear signs of implementation.	Very good SMS, includes training records. Clear signs of implementation.	Acceptable SMS. Documentation is complete and safe work practices are observed.	SMS is incomplete or needs improvement. Doubts over implementation.	Inadequate SMS. Definite signs of non-implementation. Unsafe work practices are observed.

<b>Stability of Supervisors &amp; Staff</b>	Housekeeper, supervisor and cleaners, with no changes. Few site staff changes.	Very good Housekeeper ,supervisor and cleaners; changes are rare. Few site staff changes.	shiff supervisor do not change often. Site staff reasonably stable.	Too many changes to senior staff. Many changes to site staff.	Housekeeper /Shift supervisor change frequently. Many changes to site staff.
<b>Presentation &amp; Uniforms</b>	All staff are well presented, in perfect uniform and equipped at all times.	All staff are well presented. Very high standard of uniforms almost all the time, few exceptions.	Occasional exceptions but promptly rectified. Overall acceptable.	Often a staff member unacceptable.	Many people often out of uniform or look untidy or not equipped.

**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-

- d) The person shall be disqualified from entering into a contract for the procurement; or
- e) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
- f) 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