



TENDER DOCUMENT

FOR

PROVISION OF LANDSCAPING SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI

TENDER NO. KAA/OT/JKIA/0081/2019-2020

MARCH, 2020

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SECTION I INVITATION TO TENDERTENDER NO: **CAA/OT/JKIA/0081/2019-2020**DATE: **3RD MARCH 2020****TENDER NAME: PROVISION OF LANDSCAPING SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI**

- 1.1 Kenya Airports Authority invites you to submit sealed bid **online** for the **PROVISION OF LANDSCAPING SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.
- 1.3 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal> or KAA website <https://kaa.go.ke/corporate/procurement/> or Public Procurement Information Portal (www.ppip.go.ke).
- 1.4 Upon accessing the tender documents, interested bidders shall respond to the tender **online** using the following link <https://suppliers.kaa.go.ke/irj/portal>. For interested bidders who are not in KAA system and therefore does not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for **login credentials** early enough and not later than 10 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for **120** days from the closing date of Tender.
- 1.5 Completed Tender documents and its attachments must be submitted **online before the closing date**. All relevant submission documents must be attached on the login screen (*Cfolder under technical Rfx Response*). A step by step manual is available for downloading using the link <https://www.kaa.go.ke/wp-content/uploads/2018/04/CAA-RFX-QUOTATION-ONLINE-RESPONSE-MANUAL.pdf>

The tender shall be submitted **online** on or before **19th March 2020 at 11.00 am**. Late bids shall be rejected.

- 1.6 Tenders will be opened **online** immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building
- 1.7 A Pre-bid meeting will be held on **12th March 2020 at 10.00 a.m.** Bidders to Congregate at Jomo Kenyatta International Airport Conference Room at the Rooftop of the Parking Garage.

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

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

SECTION B – INSTRUCTIONS TO TENDERERS

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SECTION B – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Airports Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for purchase of the tender document is Kshs.1000
- 2.2.3 The Kenya Airports Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract

- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The Tender Security shall be **Kshs.40, 000/=** (Forty thousand shillings only)

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 2.12.8

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 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 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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

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 26

or

(ii) To furnish performance security in accordance with paragraph 27.

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

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the

contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

- (a) Be addressed to the Kenya Airports Authority at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 19th March 2020 at 11.00 a.m. local time.”

- 2.15.2** 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”.

- 2.15.3** If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Kenya Airports Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1** Tenders must be received by the Kenya Airports Authority at the address specified under paragraph 2.15.1 no later than 19th March 2020 at 11.00 a.m. local time

- 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 tenders 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 2.12.8.
- 2.17.5** The Kenya Airports Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6** The Kenya Airports Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1** The Kenya Airports Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at (day, date and time of closing) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2** The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Airports Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3** The Kenya Airports Authority will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1** To assist in the examination, evaluation and comparison of tenders the Kenya Airports Authority may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2** Any effort by the tenderer to influence the Kenya Airports Authority in the Kenya Airports Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1** The Kenya Airports Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3** The Kenya Airports Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4** Prior to the detailed evaluation, pursuant to paragraph 23, the Kenya Airports Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Airports Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5** If a tender is not substantially responsive, it will be rejected by the Kenya Airports Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) **Operational Plan.**

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

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

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

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

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

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

2.23 Contacting the Kenya Airports Authority

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

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

2.24.4 Subject to paragraph 2.26 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.

2.24.5 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.

2.24.6 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 2.26. 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 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the 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;

2.1.1 The tender is open for bidders who are registered in Kenya. However, KAA Contractors (current or past) who have received **poor performance rating as per the KAA performance grading in similar assignments** are not eligible to participate in this tender.

2.12.2 The Tender Security shall be **Kshs.40, 000/=** (Forty thousand shillings only. The hard copy of the tender security shall be delivered to the office of the General Manager, Procurement & Logistics Department, 2nd floor, KAA Headquarters. A scanned copy shall be submitted with the tender online.

2.15.1 The tender documents and its attachments shall be submitted online as per the invitation to tender.

PRELIMINARY MANDATORY REQUIREMENTS

Bidders shall submit the following mandatory requirements

- 1) Copy of Certificate of Company Incorporation/Registration.
- 2) Copy of Current and valid KRA Tax Compliance Certificate.
- 3) Tender Security amounting to Kshs.40,000.00 from a Bank operating in Kenya or an Insurance Firm approved by the Public Procurement Regulatory Authority valid for 150 days from the closing/opening date of the tender or cash paid to the procuring entity prior to the closing of the tender.
- 4) Duly filled Form of Tender
- 5) Duly filled Price Schedule
- 6) Duly filled Confidential Business Questionnaire Form.
- 7) Duly Signed certificate of site visit
- 8) Duly filled Self-Declaration form
- 9) **Current or past contractors on similar assignments in any of our airports who have at any time been rated poor will not be eligible to participate in this tender.**

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

MANDATORY TECHNICAL REQUIREMENTS

Bidders who shall meet the mandatory requirements will be subjected to Technical requirements which shall include the following;

- Bidder must provide evidence of two (2) similar assignments (landscaping, gardening or environmental management) with an average value of Ksh.2,000,000/= within the last five (5) years. Attach Proof or evidence in form of either LPO/LSO, letters of award or contract agreements from each client but NOT recommendation letters.
- Tenderers' capacity to have access to line of credit/liquid assets of not less than Kshs.1,000,000.00 from a reputable bank. Proof of access to line of credit/liquid assets may be in the form of letter of credit or bank overdraft facilities or current bank statements for the last three (3) months.
- Must attach proof of access to required KEY equipment and machinery (One (1) Tractor, One (1) trailer, one (1) Gyro-mower, minimum of three (3) brush cutters). Proof should be in the form of log book or lease agreement (signed by both parties and accompanied by owners log books), purchase receipts for gyro mower and brush cutters.
- Project Manager must be registered by Architect Association of Kenya (AAK) as a Landscaping Architect or qualified in a related environment management field. N/B The proposed manager must be available for the duration of the contract if awarded. (attach CV and copies of technical/professional certificates)
- Must have 2 qualified supervisors with at least a Certificate in Landscaping or in a related environment management field with two years relevant work experience (attach CV and copies of technical/professional certificates)

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

DURATION OF THE CONTRACT

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

FINANCIAL EVALUATION:

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

RECOMMENDATION(S)

The tender will be awarded to the lowest evaluated bidder.

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

A **MANDATORY** Site Visit/pre-bid meeting will be held on 12th March 2020 at 10.00 am Local Time. Bidders to Congregate at JKIA Conference room located at the Rooftop of the parking garage.

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SECTION C: GENERAL CONDITIONS OF CONTRACT

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- 3.13 Resolution of disputes
- 3.14 Governing language
- 3.15 Force majeure
- 3.16 Applicable law
- 3.17 Notices

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 Authority”** means Kenya Airports Authority
- f) **“The Contractor”** means the individual or firm providing the services under this Contract.
- g) **“GCC”** means general conditions of contract contained in this section
- h) **“SCC”** means the special conditions of contract
- i) **“Days”** are calendar days;
- j) **“Months”** are calendar months.
- k) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- l) **“Site”** means the place or places where the Services are to be carried out.
- m) **“KAA’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- n) **“Specification”** means the Specification of the Services included in the Contract.
- o) **“Agreement”** means this Agreement made between Kenya Airports Authority and the Contractor including the First and second schedules and other documents forming the Agreement;
- p) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- q) **“Party”** means either KAA or the Contractor
- r) **“Both Parties”** means KAA and the Contractor

- s) **“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;
- t) **“Environmental Management Services”** means the Environmental Management services, that will be provided to KAA by the Environmental Management Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KAA from time to time;
- u) **“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
 - i. **Q1** = Quarter 1 July to September
 - ii. **Q2** = Quarter 2 October to December
 - iii. **Q3** = Quarter 3 January to March
 - iv. **Q4** = Quarter 4 April to June

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Kenya Airports Authority with the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.

- 3.5.3** 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.

- 3.5.4** 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.

3.6 Inspections and Tests

- 3.6.1** 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.

- 3.6.2** 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 sub-Contractor(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.

- 3.6.3** 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.

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

3.7 Payment

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

3.8 Prices

Prices charged by the Contractor for services performed under the Contract shall not vary from the prices provided by the tenderer in their 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.

3.9 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.

3.11 Termination of insolvency

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

3.12 Termination for convenience

- 3.12.1** The Kenya Airports Authority by written notice sent to the Contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Airports Authority convenience, the extent to which

performance of the Contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.12.2** For the remaining part of the contract after termination the Kenya Airports Authority may elect to cancel the services and pay to the Contractor on an agreed amount for partially completed services.

3.13 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.

3.14 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION D. SPECIAL CONDITIONS OF CONTRACT

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

I Definitions

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

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

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 - 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. **“Environmental Management Services”** means the Environmental Management services, that will be provided to KAA by the Environmental Management 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. Copy of Performance Bond
 - h. Tenderer Statement of compliance
 - i. Key Performance Indicators and Services Level Agreement as will be agreed by both parties

3. EMPLOYER'S REPRESENTATIVE'S DECISIONS

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

4. INSTRUCTIONS

- 4.1 The Contractor shall carry out all instructions of the KAA's Representative which are in accordance with the Contract.
- 4.2 All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by the Airport Manager/Representative

5. MANAGEMENT MEETINGS

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

6. DURATION OF CONTRACT

- a) This Agreement shall, unless extended by both parties, terminate at the end of two (2) years from the commencement date.
- b) The Contractor may however choose to terminate the contract when the implementation of the KAA Environmental Management Services Plan commences by giving a three (3) months' notice.

7. PERFORMANCE APPRAISAL

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

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.

(iii) The Contractor scores less than 60% more than three (3) times within the same financial year.

(iv) The Contractor fails to meet the minimum standards agreed during preparation of the Service Level agreement (SLA's).

(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, his/her employees and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KAA.

11. ASSIGNMENT

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

12. SUB-CONTRACT

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

13. PAYMENT TERMS

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

14. PROVISION AND STANDARD OF SERVICE

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

15. STAFF IDENTIFICATION

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

16. PERFORMANCE SECURITY

16.1 The Contractor shall before executing this agreement furnish KAA with a Performance security whose value shall be equivalent to **Ten per cent (1%) of the annual Contract Value**. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.

17. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

17.1 The Contractor shall not offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

17.2 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.

18. PROBATION PERIOD

18.1 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

19. NOTICE ADDRESSES

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

20. TENDER PRICES

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

21. INDEMNITY

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

22. CLAIMS

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

23. INSURANCE

23.1 The Contractor shall insure its employees engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of KAA, his/her employees or agents. The Contractor will indemnify KAA against all actions, claims and demands in respect of such injury.

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

24. LIQUIDATED DAMAGES

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

26. SECURITY PASSES

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

- 26.2** At the start of this Contract, the Contractor shall obtain at his cost, Temporary, followed by permanent security passes for all staff working at the Airport. Passes must be carried at all times by Contractor personnel along with staff ID card.
- 26.3** 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.

27 UNIFORM

- 27.1** Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including footwear), plus provide name tags to be worn by Contractor personnel in performance of their respective duties under this Contract.
- 27.2** KAA reserves the right to approve the design style, fabrics and colors for uniforms and quality of shoes to be provided by the Contractor to his personnel providing services under this Contract.
- 27.3** Two (2) sets of uniform and two (2) pairs of safety shoes to be provided to each employee annually.
- 27.4** The Contractor shall provide safety wear including but not limited to 2pairs of ear plugs per year, reflector jackets (1 per year), gumboots, leather gloves and gas masks (2 times per year), first aid boxes that are always fully stocked and other necessary equipment and tools which shall form part of the grading procedures.
- 27.5** Uniforms to be replaced at a minimum on an annual basis and earlier if deemed necessary by KAA Representatives.
- 27.6** All uniforms and safety ware shall be subject to regular inspection by KAA Representatives. Contractor's personnel shall ensure that the uniform and safety wear are clean and their appearance is neat and tidy at all times while providing the services.
- 27.7** All Contractor's personnel shall wear a name tag that will be styled and colored as approved by KAA. The name tag shall reflect worker's true identity.

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

28 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

- 28.2** The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company's reference. (Shall be submitted to housekeeping office)
- 28.3** The Contractor shall not transfer, remove, or replace any of his personnel who are providing the Services without the prior written approval of KAA
- 28.4** Should KAA identify any of the Contractor's personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the Contractor shall replace these personnel at no cost to KAA.
- 28.5** The Contractor shall ensure, without fail that KAA is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by the Contractors Supervisor to KAA Representative. Planned leave should be advised giving at least one month's notice. Contractor shall provide suitable Company approved replacement personnel for any absentee due to planned leave or sick leave.
- 28.6** The Contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, special leave, etc. in order to maintain the level of Service performance.
In regards to planned leave the contract shall have prior pre-trained personnel to replace the personnel going on leave. This person shall report one month before to be trained on the duties of the personnel to be replaced and familiarize themselves with the duties of the contract and regulation of the aerodrome
- 28.7** The Contractors personnel assigned to this Contract shall not work on any other Contract or individual agreement be it temporary or part time basis at JKIA.

29 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

- 29.1** Throughout the Contract duration, Contractor shall be responsible for producing quarterly report including but not limited to the following important aspects:
- a. Executive summary describing actual building/facilities cleaned v/s required in the Contract
 - b. Status of Environmental Management equipment

- c. Actual man-power histogram v/s planned number of personnel, absenteeism, replaced personnel, etc, this to be provided on monthly basis.
- d. Areas of concern encountered during performance of the Services (l.e. access to work site, technical issue, etc), this to be provided on monthly basis.
- e. Any incidence/accidents shall be reported immediately to the concerned KAA Representative. Contractor's personnel shall fill incidence/accident forms to be provided by KAA highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident that took place during that month.
- g. Other reports as requested by KAA Representative.

30. ENVIRONMENTAL CONSIDERATION

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

The Contractor is therefore required to be observing the following:

- Use of green products
- Energy reduction
- Use of environmentally friendly materials
- Reduction of water usage
- Reduction of waste
- Use of 'green' energy efficient equipment

31 CONTRACTOR OBLIGATION

- 31.1** Notwithstanding the responsibility of the Contractor to fulfill all the Contract obligations, the Contractor without being limited to the following shall provide:
- 1 Supervisors will be trained on airside driving skills at Contractors cost
 - 2 All Environmental Management services materials, supervision, labor, Environmental Management equipment necessary for the performance of the Services.
 - 3 All daily and quarterly reports as requested by KAA.
 - 4 Provision of a minimum two (2) sets of uniforms and two (2) pairs of safety shoes to the personnel providing services under this Contract to the Company.

- 5 Company approved identification cards bearing the company name, the personnel passport photograph, identification number of personnel, personal number (pin number) and expiry date of the company identification card
- 6 Safeguarding of the Contractor's Environmental Management service material stocks and well-being of Environmental Management equipment within the designated Contractor's work area in a safe and tidy manner, and the removal from the site of all unused Environmental Management materials on completion of the Services to the satisfaction of Company.
- 7 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Airport Manager or Representative immediately;
- 8 All equipment must be available and serviceable at all times

32 UNACCEPTABLE METHODS

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

33 COMPLAINTS

33.1 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.

33.2 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.

33.3 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.

34 ENVIRONMENTAL MANAGEMENT WORKS ORDERS

34.1 The successful Contractor representative in consultation with the Airport's Representatives shall provide in writing **specific Environmental Management works**

orders within fourteen days from commencement of duties. (This timeframe must be strictly adhered to.)

- 34.2** Environmental Management works orders must be accessible and available on site at all times. These site orders shall inter alia deal with the following issues:-
- The number of Environmental Management personnel required on site.
 - The targets to be met
 - Uniform and dress standards
 - General duties
 - Required documentation: Environmental Management rosters, attendance registers, duty rosters and any other necessary documentation.
 - Mandatory meetings
 - Time for reporting for duties
- 34.3** Any signed Environmental Management works orders shall be deemed to be part of the Contract.
- 34.4** The successful Contractor shall ensure that every staff member understands and complies with the Environmental Management works orders.

35 PERFORMANCE MANAGEMENT

- 35.1** The Contractor must perform the required services to standard acceptable to KAA. Key performance Indicators (KPIs) will be established to measure the ongoing performance of the Contractor and shall form part of supplier appraisal.
- 35.2** KAA would apply the following KPIs as attached in appendix 3:-
- i. Standard of cleanliness
 - ii. Environmental Management complaints
 - iii. Customer service
 - iv. Safety management system
 - v. Stability of Supervisor and staff
 - vi. Presentation & uniforms
 - vii. Environmental Management staff attendance
- 35.3** The Contractor in consultation with the Airport representative may propose KPI's which may be used to measure the ongoing performance of the contract

- 35.4** The Contractor will be required to attend a particular site/location with the Airport representative to undertake the KPI
- 35.5** 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.
- 35.6** 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.
- 35.7** 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.
- 35.8** 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 |
- 35.9** 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:-
- | Evaluated Performance | Deduction |
|------------------------------|------------------|
| ➤ Above 60% to 79 (average) | 20% |
| ➤ 50% to 59% (Poor) | 40% |
| ➤ Below 49% (Very poor) | 60% |
- 35.10** 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 then the above deductions will be effected and WHERE THE PERFORMANCE WILL BE BELOW 60% MORE THAN 2 TIMES WITHIN THE SAME FINANCIAL YEAR THEN TERMINATION PROCEEDINGS WILL COMMENCE.

36. EXPECTATIONS AND RESPONSIBILITIES OF THE PROVIDER/CONTRACTOR

- 37** The Contractor shall be required to conduct in-house training for all his operational staff annually to cope with emerging trends in Environmental Management standards required in various areas of operations. This training **MUST** be conducted by qualified resource persons
- 38** The Authority shall not be liable for any injury to the tenderer, his/her employees or licensees caused in the course of/or consequential upon the performance of the services contracted herein.
- 39** 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 his/her employees and all kinds of risks which may occasion loss and or damage.
- 40** Any employee and/or agent of the Contractor misbehaving himself/herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Authority shall be liable to instant removal from the KAA and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the premises of the Authority.
- 41** The Contractor, his/her employees and/or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the Airport by the Authority.
- 42** The Contractor shall be liable for and shall indemnify and hold harmless, the Authority, including for this purpose any employee or agent of the Authority, in respect of any loss, liabilities, damage, claim or proceedings suffered or incurred by the Authority, its employees, tenants, customers or other users of the Authority or any third parties arising from or in connection with any neglect or wrongful omissions or willful default of the Contractor, its employees, agents or sub-Contractors, arising from or in connection with the performance of the services.
- 43** Subject to the provisions of the Civil Aviation and the Kenya Airports Authority Acts or any re-enactment or amendment thereof for the time being in force or any other Regulations, directives, orders or instructions that may be issued in connection with the operation of the Airport, the Authority shall grant to the Tenderer, his/her employees or agents full access to and from the contract areas for purposes of performance of the services under this contract upon fulfillment of set requirements.
- 44** The Contractor, the Contractors employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority as a result of the Contractor's or his/her employees' or agents' failure to observe or comply with such requirements.

-
- 45** The Contractor shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the Airport.
- 46** 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.
- 47** 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.

48 Implementation and execution of the contract

- 50.1** The overall responsibility for the execution and implementation of the Environmental Management services rest with the Environmental Management Supervisor who will be the designated representative of the Contractors.
- 50.2** The Environmental Management Supervisor shall have full power and authority to act on behalf of the Contractor. In addition the station Environmental Management Supervisor must be competent and responsible, and have adequate experience in carrying out the Environmental Management services and shall exercise personal supervision on behalf of the Contractor.
- 51** The Environmental Management Supervisor is responsible for the supervision and management of the Contractors' personnel.

52 Statutory Requirements

- 52.1** 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.

53. Deployment of machines

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

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

The Contractor should procure/ arrange and demonstrate the required equipments/ machines for Environmental Management services within seven days of signing the contract agreement as per the numbers and machines specified in the tender document.

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

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

54 Provisions of Materials

The Contractor shall supply All materials and equipment required for the works and as per agreement during preparation of Service level agreements.

SECTION E: SCOPE OF WORKS

INTRODUCTION

JKIA would like to procure the services of experienced landscaping firms / individuals that will uphold highest standards of landscaping Services. The service will be carried out at Jomo Kenyatta International Airport which serves KAA staff, Guests and service providers.

PROVISION OF LANDSCAPING SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT

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

- All Terminal Areas
- State Pavilion
- Access roads
- Airport perimeter fence landside/ Area in between the two perimeter fence from KAPS exit to Syokimau
- HQ offices / Training School
- Control Tower
- All JKIA Car parks
- New Grade Parking Car Park
- Parking garage
- JKIA central square
- All RoundABOUTS (Flags Area, Elephant Roundabout,)
- All JKIA Fire station (Main, November and 24)
- Cargo Area / Cargo Village
- New Food Court
- Include former Sogene and CATIC site area next to former Sogene
- PABX area
- Police Station
- Terminal 1A and Terminal 2 main road shoulders ten meters/ Open area before the main yellow gate to the airside
- M-Station
- Specialized Cargo Area
- Tree Nursery

-
- Mombasa road up to KAA signage
 - Exit and entry to the airport, road shoulder to Mlolongo, (Including the entire area with a water pod)
 - Primary Screening yard (all grass around the screening yard up to the security fence)
 - Grass cutting in between the entry and exit of Msa road up to the bridge, (entire area).
 - Grass cutting the area between terminal 2 and the new Sky chef hotel (entire area)
 - All potted Plants

Schedule of Requirements

Maintenance of Flower Gardens, Lawn and Grass Cutting – Landside and Selected Airside Areas shall comprise the following activities;

- Grading, Excavation and ground leveling as per contract agreement
- Transportation and disposal of soil and other waste material to designated sites as per instructions of the Airport Manager
- Back filling of open pits using landscaped soil
- Trimming of hedges, flowers, and other growing vegetation at the site of contract management as per instructions of the airport manager
- General clean up, Litter removal on all sites under the contract and disposal as per instructions of the Airport Manger or representative
- Pest and disease control at designated sites of contract management
- Pruning and Weeding at the designated site of contract a per instruction of the Airport Manager or representative
- Application of Manure and Fertilization in all present and new gardens every quarter to the satisfaction of the Airport Manager or Representative Four (4) Times in a year (January, April, July and October)
- Application of Red Soil on all JKIA lawns once a year (the application will be done mixed with well cured Manure - mixed evenly at a ratio of 1:3 (one being manure and 3 being red soil) will be done at a time agreed with the Airport Manager or Representative upon the onset long rains. (See separate BQ for this works)
- Uprooting tree stumps as instructed by the Airport Manger or Representative
- Watering /Irrigation of gardens and hedges
- Spraying of Herbicides to ensure no vegetation is growing on the paved surfaces. This shall be done to the satisfaction of the Airport Manager or Representative

-
- Replacement of dead flowers and planting of new trees as per the instructions of the Airport Manager or Representative
 - The contractor shall ensure maintenance of All flowers pots within JKIA
 - Maintenance of tree and flower seedlings supplied to KAA before planting is undertaken
 - Maintain at all times a minimum of 10 species of all existing/planted flowers seedlings at the nursery, the tree nursery must be neat and well maintained at all times
 - Raking and Tidying in areas where grass cutting has been done is mandatory and will be done no later than 24 hours after the grass has been cut.
 - Trees and shrubs in the areas detailed in the contract for grass cutting shall be pruned or cut as required by Airport manager.
 - Lawn mowing with a lawn mower or grass trimmer shall be done throughout in all the areas where the tractor is not suitable.
 - Trimming of grass along the stone slab edges along the pavements shall be done daily.
 - Grass to remain green where water points are available.
 - Grass cutting on the sensitive areas shall be carried on regular basis to ensure it is trimmed at all times throughout the year. Grass in all the areas as detailed in the contract shall not be allowed to exceed 50mm in height at any time.
 - Grass around light fixtures, chain link fence and other essential equipment shall be cut regularly with slashers to ensure that there are no obstructions at any time. Herbicides will be applied around the lights fixtures and other essential equipment and as frequent as possible to ensure there is no growth of vegetation around them
 - Collecting of stones in all areas where grass is cut shall be done on a daily basis to ensure effective grass cutting with tractors
 - Grass cutting along the driveways and tarmac to be neatly cut and trimmed. (Overgrown grass on the yellow caps along the roads should be trimmed)
 - Grass shall be moved and manicured neatly especially along the edges
 - Grass to remain healthy and green all the year round especially at the Terminal building areas
 - Pest control through spraying of pesticides to be done once a month especially in areas with Anthills
 - Ensuring the area of work are always left clean every day before workers break off in the evening
 - KAA shall provide office for the contractor for storage and operations on request and at the expense of the contractor upon request and when available. The facility shall also include bathroom facility which shall be managed by the contractor to the standards of an International

Airport. Applications of this facility shall be made in writing to the Airport Manager for consideration.

- KAA will supply seedlings for propagation in the nursery
- Contractor will provide personnel in this case a minimum 30 stewards and four supervisors
- Contractor will have a minimum of seven brush cutters and two lawn mowers.
- Contractor must have one tractor with valid insurance and should provide annual inspection by the relevant department
- The tractors driver should have two years' driving experience of the same machine.
- Contractor will transport or provide commute allowance to staff to and from work station.

BILLS OF QUANTITIES

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

PRICE SCHEDULE (A)

MAINTENANCE OF JKIA LANDSCAPE AT THE LANDSIDE AND SELECTED AIRSIDE AREAS

No.	DESCRIPTION	UNITS	QTY	RATE PER MONTH (KSH.)	AMOUNT PER YEAR (KSH.)	TOTAL AMOUNT FOR 2 YEARS (KSH.)
1.	Maintain the flower gardens and beds by weeding, watering, pruning, fertilization, pest and disease control or as directed to achieve the highest aesthetic beauty of the airport grounds.	SUM				
2.	Maintain the trees and shrubs on the landside areas (state pavilion and control tower in the airside) as shown on the contract drawing by weeding the base, pruning, watering, fertilization and spraying to eradicate diseases and pests and replacing dead trees and shrubs as directed.	SUM				
3.	Carry out nursery procedures of propagating new plants for replanting new sets of flowers in the gardens, new trees and shrubs, replanting dead plants and maintenance of potted flowers all year round.	SUM				
4.	Maintain the grass lawns on the Landside areas as shown on the contract drawing by cutting and mowing. (The state pavilion and control tower in the airside) as shown on the contract drawing by cutting and mowing. The grass must not exceed a height of 50mm at anytime throughout the year. This shall include watering, fertilization and planting good quality grass as directed by the Airport Manager. It should also include collecting stones and carting way to an approved disposal point.	ACRES	200			
5.	Spray the weeds (especially the grass) growing on the road pavements with weed killer, remove the debris from the surfaces manually and cart away to an approved disposal point.	SUM				
SUB TOTAL (KSH.)						
ADD 16% VAT						
GRAND TOTAL PER YEAR						
GRAND TOTAL FOR TWO YEARS TO BE TRANSFERED TO THE FORM OF TENDER						

Signature of tenderer _____ Note: In case of discrepancy between unit price and total, the unit price shall prevail.

PRICE SCHEDULE (B)

APPLICATION OF RED SOIL AND WELL CURED MANURE ON ALL JKIA LAWN ON LANDSIDE AND SELECTED AIRSIDE AREAS

No.	DESCRIPTION	UNITS	QTY	RATE	TOTAL AMOUNT
1	10 Tonner Lorry Loads of Red Soil	No.	300		
2	10 Tonner lorry loads of well cured manure	No.	100		
3	Casual Labour (unskilled)				
	a) Mixing red soil with manure	Man Days			
	b) Spreading the mixture evenly	Man Days			
	TOTAL				
	Add 16% VAT				
	GRAND TOTAL TO BE TRANSFERED TO THE FORM OF TENDER				

PLEASE NOTE THIS ACTIVITY WILL BE DONE ONCE FOR THE PERIOD OF THE CONTRACT AND THEREFORE IT'S A ONE OFF PAYMENT.

(To carry out this activity, it must be approved by the Authority's representative and will be done during a rainy season)

Payment Schedule:

Payment will be as follows;

100% payment on completion of application of the red soil and manure as per the price schedule

Signature of tenderer _____ Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION G – 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 forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderers 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 G – STANDARD FORMS

1. Form of Tender and Price Schedule
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Declaration form
7. Qualification Information form
8. Litigation History form
9. Certificate to site
10. Tenderer details

FORM OF TENDER
PRICE SHOULD INCLUDE AMOUNT QUOTED IN PRICE
SCHEDULE A AND B

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ [insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide **LANDSCAPING SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI** [description of services] in conformity with the said tender documents for the sum of Kenya Shillings _____.
 [total tender amount in words and figures] inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by KAA.
4. We agree to abide by this Tender for a period of _____ from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20--- [signature] [In the capacity of] Duly

authorized to sign tender for and on behalf of _____

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.

	<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.:.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch.....</p>																												
	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																												
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	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. ....	.....	.....	.....

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

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2013

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

Date **(Title)****(Signature)**

Suppliers "Company's" Official Rubber Stamp

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

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 LANDSCAPING SERVICES AT JKIA

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.....

CONTRACT FORM

THIS AGREEMENT made on the ____ day of ____ 20__ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Kenya Airports Authority”) of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

PERFORMANCE SECURITY FORM

To:
[Name of the Kenya Airports Authority]

WHEREAS.....
[Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20____ to
supply.....

[Description services](Hereinafter called "the contract")

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

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

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

[Amount of the guarantee in words and figures],

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

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

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF INTENTION TO ENETER INTO A CONTRACT

Address of Kenya Airports Authority

To:_____

RE: Tender No._____

Tender Name_____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____

MANAGING DIRECTOR/CEO