



**PROVISION OF PEST CONTROL SERVICES AT
JOMO KENYATTA INTERNATIONAL AIRPORT AND
HEAD QUARTERS**

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

TENDER NO: KAA/OT/JKIA & HQS /0023/2024-2025

OCTOBER 2024

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

**AIRPORT MANAGER (JKIA)
KENYA AIRPORTS AUTHORITY
P.O. BOX 19087
NAIROBI**

TABLE OF CONTENTS

| | |
|---|-----------|
| PREFACE..... | iv |
| APPENDIX TOTHE PREFACE | vi |
| GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS | vi |
| 1. GENERAL | vi |
| 2. PART I - TENDERING PROCEDURES | vi |
| 3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS..... | vii |
| 4. PART 3 – CONDITIONS OF CONTRACT ANDCONTRACTFORMS | vii |
| INVITATION TOTENDER..... | ix |
| PART I –TENDERING PROCEDURE..... | I |
| Section I - Instructions to Tenderers..... | I |
| A. General | I |
| 1. Scope of Tender | I |
| 2. Unfair Competitive Advantage..... | I |
| 3. Fraud and Corruption | I |
| 4. Eligible Tenderers..... | I |
| 5. Qualification of the Tenderer..... | 3 |
| B. Contents of Tendering Document | 3 |
| 6. Sections of Tendering Document..... | 3 |
| PART I: Tendering Procedures..... | 3 |
| PART 2: Procuring Entity's Requirements | 4 |
| PART3: Contract..... | 4 |
| 7. Site Visit..... | 4 |
| 8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works | 4 |
| 9. Clarification of Tender Document, Site Visit, Pre-Tender Meeting | 4 |
| 10. Amendment of Tendering Documents..... | 5 |
| C. Preparation of Tenders | 5 |
| 11. Cost of Tendering..... | 5 |
| 12. Language of Tender..... | 5 |
| 13. Documents Comprising the Tender..... | 5 |
| 14. Form of Tender and Activity Schedule | 6 |
| 15. Alternative Tenders..... | 6 |
| 16. Tender Prices and Discounts..... | 6 |
| 17. Currencies of Tender and Payment | 6 |
| 18. Documents Establishing Conformity of Services..... | 6 |
| 19. Documents Establishing the Eligibility and Qualifications of the Tenderer..... | 7 |
| 20. Period of Validity of Tenders | 8 |
| 21. Tender Security | 8 |
| 22. Format and Signing of Tender | 9 |
| D. Submission and Opening of Tenders | 9 |
| 23. Sealing and Marking of Tenders..... | 9 |
| 24. Deadline for Submission of Tenders..... | 10 |
| 25. Late Tenders | 10 |
| 26. Withdrawal, Substitution and Modification of Tenders | 10 |
| 27. Tender Opening | 10 |

| | |
|--|-----------|
| Evaluation | |
| 28. Communitarianity..... | 11 |
| 29. Clarification of Tenders..... | 11 |
| 30. Deviations, Reservations, and Omissions..... | 11 |
| 31. Determination of Responsiveness..... | 12 |
| 32. Correction of Arithmetical Errors..... | 12 |
| 33. Conversion to Single Currency..... | 12 |
| 34. Margin of Preference and Reservations..... | 34 |
| 35. Evaluation of Tenders..... | 34 |
| 37. Abnormally Low Tenders and Abnormally High Tenders..... | 34 |
| 38. Unbalanced and/or Front-Loaded Tenders..... | 14 |
| 39. Qualification of the Tenderer..... | 14 |
| 40. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders..... | 15 |
| F. Award of Contract..... | 15 |
| 41. Award Criteria..... | 15 |
| 42. Notice of Intention to enter into a Contract..... | 15 |
| 43. Standstill Period..... | 15 |
| 44. Debriefing by the Procuring Entity..... | 15 |
| 45. Letter of Award..... | 15 |
| 46. Signing of Contract..... | 16 |
| 47. Performance Security..... | 16 |
| 48. Publication of Procurement Contract..... | 16 |
| 48. Adjudicator..... | 16 |
| 49. Procurement Related Complaint..... | 16 |
| SECTION II - TENDER DATASHEET (TDS) | 17 |
| SECTION III - EVALUATION AND QUALIFICATION CRITERIA..... | 21 |
| 1. General Provision..... | 21 |
| 2. Preliminary examination for Determination of Responsiveness..... | 21 |
| 3. Tender Evaluation (ITT 35)..... | 21 |
| 4. Multiple Contracts..... | 21 |
| 5. Alternative Tenders (ITT 14.1)..... | 22 |
| 6. MARGIN OF PREFERENCE..... | 22 |
| 7. Post qualification and Contract award (ITT 39), more specifically..... | 22 |
| SECTION IV-TENDERING FORMS..... | 24 |
| 1. FORM OF TENDER..... | 24 |
| i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE..... | 27 |
| ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION..... | 29 |
| iii) SELF-DECLARATION FORM..... | 30 |
| iv) APPENDIX I- FRAUD AND CORRUPTION..... | 33 |
| 2. TENDERER INFORMATION FORM..... | 35 |
| OTHER FORMS | 36 |
| 3. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE..... | 36 |
| 4. FORM OF TENDER SECURITY (TENDER BOND)..... | 37 |
| 5. FORM OF TENDER-SECURING DECLARATION..... | 38 |
| QUALIFICATION FORMS..... | 40 |
| 6. FOREIGN TENDERERS 40% RULE..... | 40 |
| 7. FORM EQU: EQUIPMENT..... | 41 |
| 8. FORM PER -1..... | 42 |
| 9. FORM PER-2..... | 44 |

| | |
|---|-----------|
| TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION | 46 |
| 10. FORM ELI -1.1..... | 46 |
| 11. FORM ELI -1.2..... | 47 |
| 12. FORM CON- 2..... | 48 |

| | | |
|---|---|-----------|
| 13. | FORM FIN– 3.1 | 50 |
| 14. | FORM FIN– 3.2 | 52 |
| 15. | FORM FIN– 3.3 | 52 |
| 16. | FORM FIN– 3.4 | 53 |
| 17. | FORM EXP- 4.1 | 54 |
| 18. | FORM EXP- 4.2(a) | 55 |
| 19. | FORM EXP- 4.2(b) | 56 |
| SCHEDULE FORMS..... | | 58 |
| 1. | Method Statement | 61 |
| 2. | Work Plan | 62 |
| 3. | Others –Time Schedule..... | 63 |
| CONTRACTFORMS..... | | 64 |
| 1. | NOTIFICATION OF INTENTIONTOAWARD | 64 |
| 2. | NOTIFICATION OF AWARD - FORMOFACCEPTANCE..... | 66 |
| 3. | FORM OF CONTRACT | 67 |
| 4. | FORM OF TENDER SECURITY (Bank Guarantee)..... | 69 |
| 5. | FORM OF TENDER SECURITY(TENDERBOND) | 70 |
| 6. | FORM OFTENDER-SECURING DECLARATION | 71 |
| PART II – PROCURINGENTITY'S REQUIREMENTS | | 72 |
| SECTION VII – ACTIVITY SCHEDULE..... | | 73 |
| 1. | Objectives | 73 |
| 2. | Day work Schedule..... | 73 |
| 3. | Provisional Sums..... | 73 |
| 4. | PERFORMANCE SPECIFICATIONS AND DRAWINGS | 74 |
| PART III – CONDITIONS OF CONTRACT ANDCONTRACTFORMS | | 75 |
| SECTION VIII - GENERAL CONDITIONSOFCONTRACT | | 76 |
| A. | General Provisions..... | 76 |
| 1. | Definitions..... | 76 |
| 2. | Commencement, Completion, Modification, and Termination of Contract | 77 |
| 3. | Obligations of the Service Provider | 79 |
| 4. | Service Provider's Personnel | 82 |
| 5. | Obligations of the Procuring Entity | 82 |
| 6. | Payments to the Service Provider | 82 |
| 7. | Quality Control | 84 |
| 8. | Settlement of Disputes..... | 84 |
| B. | SECTION IX - SPECIAL CONDITIONS OF CONTRACT | 88 |
| C. | APPENDICES | 91 |
| | Appendix A - Description of the Services | 91 |
| | Appendix B - Schedule of Payments and Reporting Requirements..... | 91 |
| | Appendix C - Breakdown of Contract Price..... | 91 |
| | Appendix D - Services and Facilities Provided by the Procuring Entity..... | 91 |
| D. | SECTION X –CONTRACT FORMS | 92 |
| | FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee) | 92 |
| | FORM No. 2 - PERFORMANCE SECURITY OPTION 2– (Performance Bond)..... | 93 |
| | FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee] | 95 |

INVITATION TO TENDER

CONTRACT NO. KAA/OT/JKIA & HQS /0023/2024-2025

DATE: 1st October 2024

CONTRACT NO: PROVISION OF PEST CONTROL SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT AND HEAD QUARTERS

1. Kenya Airports Authority invites sealed bid for **Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD)).**
2. Tendering will be conducted under Open Tender Process using a standardized tender document.
3. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>. Tender documents obtained electronically will be free of charge.
4. Tender document may be viewed and downloaded for free from the website ((www.kaa.go.ke)). Tenderers who download the tender document must forward their particulars immediately to tenders@kaa.go.ke to facilitate any further clarification or addendum.
5. No other communication channel shall be used except through this email address tenders@kaa.go.ke.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted including any attachments.
7. The tender shall be submitted online on or before **24/10/2024 at 11.00 am**. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login submission screen (On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. **"Caution Do not attach your documents on the collaboration folder"**). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>. Bidders should note that documents submitted for purposes of registration for login credentials do not form part of the tender document.
8. All Tenders must be accompanied by a Duly Filled, Signed and Stamped Tender Securing Declaration Form as provided in the tender data sheet and section 3 of the tender document on evaluation.
9. All Prices quoted should be inclusive of all costs and taxes; and must be in Kenya shillings and shall remain valid for 126 days from the closing date of Tender.
10. Tenders will be opened online immediately on **24/10/2024 11.00 am**. at the Conference Room, 2nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall have submitted their interest to submit their tenders online and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to tenders@kaa.go.ke to enable them access this link during the tender opening.
11. Bidders shall not have access to the eProcurement system after the official closing time.
12. The addresses referred to above are:
 - a. **Address for obtaining further information and for purchasing tender documents**
 - i. Name of Procuring Entity – KENYA AIRPORTS AUTHORITY
 - ii. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department
 - iii. Postal Address – P.O Box 19001 – 00501 Nairobi
 - iv. Officer to be contacted. – General Manager, Procurement and Logistics, Email: tenders@kaa.go.ke

PART I - TENDERING PROCEDURE

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the **TDS**.
- #### 3. Fraud and Corruption
- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tenders submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. I that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose as provided in “SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART I: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

8 Pre-Tender Meeting

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure

under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a **Form of Tender** prepared in accordance with ITT 14;
 - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;c
Tender Security or Tender-Securing Declaration in accordance with ITT 21.1;
 - d **Alternative Tender:** if permissible in accordance with ITT 15;
 - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification shall form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - c. sign the Contract in accordance with ITT 46; or
 - d. furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If

the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Referencenumber of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 13; and
 - in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- Bear the name and address of the Procuring Entity.
 - Bear the name and address of the Tenderer; and
 - Bear the name and Reference number of the Tender.
- 23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

- 24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the**

TDS. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

- 25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
- 26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

27 Tender Opening

- 27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - The Tender Price, per lot (contract) if applicable, including any discounts; and
 - any alternative Tenders;
 - The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Tenders, the following definitions apply:
- "Deviation" is a departure from the requirements specified in the tendering document;
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

32 Arithmetical Errors

32.1 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.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the **TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
 - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
 - d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

- 36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally

High Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated

cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 Qualification of the Tenderer

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) the expiry date of the Stand still Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

- 49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaint

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

| | |
|---------------|---|
| ITT Reference | A. General |
| ITT1.1 | <p>The reference number is: CAA/OT/JKIA & HQS /0023/2024-2025</p> <p>The Procuring Entity is Kenya Airports Authority</p> <p>The name of the contract is: Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD)).</p> |
| ITT1.2(a) | <ol style="list-style-type: none"> 1. Upon accessing the tender documents, you will be required to respond to the tender online using the following link https://suppliers.kaa.go.ke/iri/portal. 2. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than three (3) days before tender closing date. 3. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/ <p>Completed Tender documents and its attachments shall be submitted online before the closing date 24/10/2024 at 11.00 am</p> |
| 4.1 | Maximum number of joint ventures shall be; N/A |
| ITT 8.1 | Pre-bid/Site visit shall be held on 16/10/2024 at JKIA Parking Garage (Rooftop) at 10.00 a.m. |
| ITT 9.1 | <p>For clarification of tender purposes, the Procuring Entity's address is;-</p> <p>For Tender submission purposes only the following the Procuring Entity's address is approved:</p> <p>Name of Procuring Entity: Kenya Airports Authority Postal</p> <p>Address and name of Officer to be intensioned:</p> <p>General Manager (Procurement & Logistics)</p> <p>P.O. BOX 19001-00501 Nairobi</p> <p>Physical Address for hand courier delivery of the tender security only to our office: Kenya Airports Authority Headquarters Complex Building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department</p> <p>Date and time for submission of Tenders 24/10/2024 at 11.00 am</p> |
| ITT | |

| | |
|--|--|
| | Clarification from the bidders to be sent through the email address tenders@kaa.go.ke not later than 3 days from the tender opening date. |
| | C. Preparation of Tenders |
| 13.1 ITT (i) ITT | The tenderer shall submit the following additional in its tender; documents as provided in the evaluation and qualification criteria as in section III. Tender Document to be sequentially serialized from the first to the last page including all the attachments in numerical “digits” format. All blank pages must be clearly marked “ BLANK ” |
| ITT15.1 | Alternative tenders shall not be Considered. |
| ITT15.2 | Alternative times for completion shall not be permitted. |
| ITT15.3 | Alternative technical solutions for specified parts of the services will be not be allowed. |
| ITT16.7 | The Prices quoted by the tenderer shall not be subject to adjustment during the performance of the contract. |
| ITT20.1 | The Tender validity period Shall be 126 days from closing date. |
| ITT21.1 | Bidders are required to provide a duly filled and signed Tender Securing Declaration form. |
| ITT22.1 | Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click “Tech Bid” subfolder and create attachments. “Caution Do not attach your documents on the collaboration folder”</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/ |

| | |
|-----------|---|
| ITT 22.3 | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____ Power of Attorney certified by a Commissioner of Oath _____ |
| | E. Submission and Opening of Tenders |
| ITT 27.1 | Tenders will be opened online immediately on 24/10/2024 at 11.00 am at the Conference Room, 2 nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall have registered that they will submit their tenders and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to tenders@kaa.go.ke to enable them access this link during tender opening |
| ITT 27.6 | The Form of Tender and priced Activity Schedule shall be initiated is.....N/A |
| E. | Evaluation and Comparison |
| ITT 31.7 | The factors selected and expressed in monetary terms to facilitate comparison of Tenders are to be based on the lowest evaluated bidder. |
| ITT33.1 | The Currency to be used is Kenya Shillings . |
| ITT34.1 | Margin of Preference allowed to special groups (i.e. Women, Youth and PWD). |
| F. | Award of Contract |
| ITT 50.1 | <p>The procedure for making a procurement related complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website www.ppra.go.ke or email compliance@ppra.go.ke .</p> <p>If a Tenderer wishes to make a Procurement –related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either byhand delivery or email to: General Manager, Procurement & Logistics, Kenya Airports Authority Email address: tenders@kaa.go.ke. In summary, a Procurement-related Complaint may challenge any of the following: (i) The terms of the Tender Documents; and (ii) The Procuring Entity’s decision to award the contract.</p> |

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turnover or financial data required for each year-Exchange rate prevailing on the lastday of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

Evaluation of duly submitted tenders will be conducted in three main parts as follows: -

Part I: Preliminary Evaluation Criteria, Mandatory requirements.

Bidders shall submit the following mandatory requirements

| No | Requirement | Compliance |
|-----------|--|-------------------|
| 1. | Duly filled, signed and stamped form of tender. | Must meet |
| 2. | Duly Filled, Signed and Stamped Tender Securing Declaration Form | Must Meet |
| 3. | Attach copy of Registration of Business/Certificate of Incorporation | Must meet |
| 4. | Attach a current and valid AGPO/YAGPO Certificate from National Treasury for Enterprise Registered under the preferences and reservation regulations 2013 - Registered Youth Group, Women Group or People Living with Disability Group Category. | Must meet |
| 5. | Provide a copy of valid KRA Tax Compliance Certificate. | Must meet |
| 6. | Provide a copy of valid Business Permit for year 2024 | Must meet |
| 7. | A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a Commissioner of Oaths. This requirement is not applicable to sole proprietorships. | Must meet |
| 8. | Provide copy of CR12, providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 of such a company shall be provided. | Must meet |

| | | |
|-----|---|-----------|
| | This requirement is not applicable to sole proprietors | |
| 9. | Dully filled Confidential Business Questionnaire form. | Must meet |
| 10. | Duly filled Self-Declaration that the Person/Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015. | Must meet |
| 11. | Duly filled and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice. | Must meet |
| 12. | Duly filled Declaration and commitment to the Code of Ethics | Must meet |
| 13. | Duly filled, signed and stamped site visit certificate. | Must meet |
| 14. | Dully filled and Signed Certificate of Independent Tender Determination | Must meet |
| 15. | Indicate the minimum monthly wage rate inclusive of house allowance to pay each of the different categories of staff as per the latest Government Gazette notice. (Site Manager, Supervisors, and applicators). Failure to meet the minimum monthly wage rate and applicable house allowance for each of the different categories of staff will lead to automatic disqualification. | Must meet |
| 16. | A written declaration that the service provider shall comply with all labor laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for these are Payment of salaries in time. (There should be no complaints from your staff of delayed salaries.) | Must meet |
| 17. | Provide; i. Current Compliance Certificate from National Social Security Fund (NSSF) and ii. NSSF payment remittance advises for the last three months for June, 2024, July 2024 and August 2024 for employees engaged by the firm. | Must meet |
| 18. | Provide; i. Current Compliance Certificate from National Hospital Insurance Fund (NHIF) and ii. NHIF payment remittance advise for the last three months for June, 2024, July 2024 and August 2024 for employees engaged by the firm. | Must meet |
| 19. | Provide a letter from the Ministry of Labour on compliance of meeting the minimum wages | Must meet |
| 20. | Have you been a service provider to Kenya Airports Authority within the last Five (5) years- Yes or No? In case of yes bidders that have been terminated by the Authority in the last five years will be disqualified. | Must meet |
| 21. | Provide copies of staff payrolls for the last three months for June, 2024, July 2024 and August 2024 duly certified by your bank confirming that salaries were remitted through the bank. | Must meet |
| 22. | Provide copies of proof of current and valid Work Injury Benefits Insurance and All Risk Insurance Covers. | Must meet |

NOTE: Failure to meet any of the above requirements will lead to automatic disqualification and the bidder shall not be eligible for technical evaluation.

1. Technical Evaluation criteria

| No | Items required | Compliance |
|----|---|--------------|
| 1. | <p>Proof of experience in three (3) similar services in type and quantity undertaken within the last three (3) years, names and location of clients who may be contacted for clarification. (Proof to be in form of letters of award, contract agreements, Local Purchase Orders(LPO's) or Local Service Orders (LSOs).</p> <p>Similar works done (Specific to Pest Control Service) of an average value of not less than Kshs.50, 000,000 (Fifty million Kenyan shillings for the last three (3) years (for 2021, 2022 and 2023) cumulative.</p> | Must provide |
| 2. | <p>Site Manager with a degree in Environmental Sciences / Biological Sciences /Entomology. Attach;</p> <ul style="list-style-type: none"> i. Curriculum vitae signed by the nominee ii. Degree Certificate. iii. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and shall be specific to this tender. iv. Five (05) years' experience as a manager | Must Meet |
| 3. | <p>Three (3) supervisors with a diploma in Environmental Management/ Biological Sciences/Entomology / Agriculture Entomology or equivalent Attach;</p> <ul style="list-style-type: none"> i. Curriculum vitae signed by the nominee ii. Attach Diploma Certificate. iii. Attach training certificate by Pest Control Products Board iv. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and shall be specific to this tender. v. Three (3) years' experience as a supervisor | Must Meet |
| 4. | <p>Six (06) pesticide applicators. Attach;</p> <ul style="list-style-type: none"> i. Curriculum vitae signed by the nominee ii. Training certificate by Pest Control Products Board. iii. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and shall be specific to this tender. iv. One (01) year relevant working experience | Must Meet |
| 5. | <p>Transport - Provision of a five (05 seater) vehicle to transport staff to and from the Airport.</p> <p>Proof of ownership in form of a log book or lease agreement signed by both parties.</p> | Must Meet |
| 6. | Provide personnel distribution (Duty Roster) covering 24 hrs operation for a three (03) way shift. | Must Meet |
| 7. | Provide a work plan covering 24 HRS. | Must Meet |
| 8. | Provide Material Safety Data Sheet for chemicals to be used and their target pests (must be approved by Pest Control Products Board) | Must Meet |
| 9. | Provide a valid certificate from Pest Management Association of Kenya | Must Meet |
| 10 | Provide a valid certificate from Pest Control Products Board | Must Meet |
| 11 | Provide a valid certificate from Agrochemical Association of Kenya | Must Meet |
| 12 | <p>Provide proof of ownership of the following equipment:</p> <ul style="list-style-type: none"> i. Knapsack sprayers -Minimum no. 03 ii. Fogging machines – Minimum 01 iii. Mist blower – Minimum 01 | Must Meet |
| 13 | Provide a valid Occupational Health and Safety Certificate | Must Meet |
| 14 | Letter/Certificate from NEMA for Pest Control Services | Must Meet |

NOTE:

- i) **Failure to meet any of the above requirements will lead to automatic disqualification and the bidder shall not be eligible for financial evaluation.**
- ii) Due diligence will be done to confirm authenticity of the certificates provided before award.

Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:
.....
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows.....N/A.....
- iii) **Other Criteria**; if permitted under ITT 35.2 (e):N/A.....

3 Multiple Contracts N/A

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1 N/A

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2 N/A

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

4 Alternative Tenders (ITT 15.1) N/A

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

5 MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

- 6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

- 6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

6 Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.
 - ii) Minimum average annual turnover of Kenya Shillings_____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_____ [insert of year] years.
 - iii) At least_____ (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as _____

 - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable] _____

 - vi) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last three (3) (specify years). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last (Specify years)-
Not applicable

All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. Not applicable

SECTION IV - TENDERING FORMS

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- ii) All italicized text is to help Tenderer in preparing this form.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.
- iv) The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.
 - a) Tenderer's Eligibility-Confidential Business Questionnaire
 - b) Certificate of Independent Tender Determination
 - c) Self-Declaration of the Tenderer

1.1 Date of this Tender submission:..

ITT No.: KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters.

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

Alternative No.: _____ N/A _____

To: Kenya Airports Authority_

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: *[insert a brief description of the Non-Consulting Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is:
[Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- g) **Tender Validity Period:** Our Tender shall be valid for the period **126 days** from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, r gratuity].

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

- a) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.

- ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
- iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix I- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer.....

Name of the person duly authorized to sign the Tender on behalf of the Tenderer

Title of the person signing the Tender

Signature of the person named above.....

Date signed..... day of..... month],year.

BENEFICIAL OWNERSHIP DISCLOSURE

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.
- Directly or indirectly holding 25% or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Tender Reference No.: **KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters.**

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

To: **Kenya Airports Authority**

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No) |
|--|---|---|--|
| [include full name (last, middle, first), nationality, country of residence] | | | |

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the

Tenderer]”

Name of the Tenderer:

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

Title of the person signing the Tender:

Signature of the person named above:

Date signed day of..... month, year

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

| | ITEM | DESCRIPTION |
|----|--|--|
| 1 | Name of the Procuring Entity | KENYA AIRPORTS AUTHORITY |
| 2 | Reference Number of the Tender | KAA/OT/JKIA& HQS /0023/2024-2025 |
| 3 | Date and Time of Tender Opening | |
| 4 | Name of the Tenderer | |
| 5 | Full Address and Contact Details of the Tenderer. | 1Country 2. City 3Location 4. Building 5Floor 6. Postal Address 7. Name and email of contact person. |
| 6 | Current Trade License Registration Number and Expiring date | |
| 7 | Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency | |
| 8 | Description of Nature of Business | |
| 9 | Maximum value of business which the Tenderer handles. | |
| 10 | State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange | |

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details

| | NamesofPartners | Nationality | Citizenship | %Sharesowned |
|---|-----------------|-------------|-------------|--------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

d) **Registered Company**, provide the following details.

- i) Private or public Company _____
- ii) State the nominal and issued capital of the Company:-
 Nominal Kenya Shillings (Equivalent) _____
 Issued Kenya Shillings (Equivalent) _____
- iii) Give details of Directors as follows.

| | Names of Director | Nationality | Citizenship | % Shares owned |
|---|-------------------|-------------|-------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

(e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in..... **Kenya Airports Authority** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

| | Names of Person | Designation in the Procuring Entity | Interest or Relationship with Tenderer |
|---|-----------------|-------------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |

ii) **Conflict of interest disclosure**

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|---|----------------------|--|
| 1 | Tenderer is directly or indirectly controlled by or is under common control with another tenderer. | | |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. | | |
| 3 | Tenderer has the same legal representative as another tenderer | | |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. | | |
| 5 | Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender. | | |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document. | | |

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|--|-------------------------|---|
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. | | |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract. | | |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract. | | |

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the Kenya Airports Authority for: **KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD)).**

in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

(iii) SELF-DECLARATION FORMS

FORM SD I

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,..... of Post Office Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

- 1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No. KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD) for Kenya Airports Authority and duly authorized and competent to make this statement.**
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTOR FRAUDULENT PRACTICE.

I,..... of P. O. Box..... being a resident of.....in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No. KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters (Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD) for Kenya Airports Authority and duly authorized and competent to make this statement.**
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*Kenya Airports Authority*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (person) on behalf of (**Name of the Business/Company/Firm**)declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

...

iv) APPENDIX I-FRAUD AND CORRUPTION

(Appendix I shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Serviceproviders or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be:-
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2 TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Tender submission].

ITT No.: _____ [insert number of Tendering process]

Alternative No.: _____ [insert identification No if this is a Tender for an alternative]

| |
|--|
| 1. Tenderer's Name <i>[insert Tenderer's legal name]</i> |
| 2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> |
| 3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i> |
| 4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i> |
| 5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i> |
| 6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input checked="" type="checkbox"/> A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14. <input checked="" type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date.....*[insert date (as day, month and year) of Tender submission]*

ITT No.....*[insert number of Tendering process]*

Alternative No.....*[insert identification No if this is a Tender for an alternative]*

| |
|--|
| 1 Tenderer's Name: <i>[insert Tenderer's legal name]</i> |
| 2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5 Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

4. FORM OF TENDER SECURITY- DEMAND BANK GUARANTEE

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

2. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
3. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
4. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or
(ii) has failed to furnish the Performance.
5. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
6. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

5. FORM OF TENDER SECURITY (TENDER

BOND)*[The Surety shall fill in this Tender Bond Form in accordance with the*

instructions indicated.] BOND NO. _____

- _____
1. BY THIS BOND *[name of tenderer]* as Principal (herein after called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (herein after called "the Purchaser") in the sum of *[amount of Bond]*¹*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
 2. WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated the _____ Day of _____, 20_____, for the supply of *[name of Contract]* (herein after called the "Tender").
 3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
 - b) Having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Purchaser's Tendering document.then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
 4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
 5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this day of _____ 20_____.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

¹The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified. ³If applicable

¹The amount of the Bond shall be denominated in Kenya Shillings or the equivalent amount in a freely convertible currency.¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the world

6 FORM OF TENDER - SECURING DECLARATION

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

Date:.....[date (as day, month and year)]

ITT No.:.....[number of Tendering process]

Alternative No.....[insert identification No if this is a Tender for an alternative]

To:.....[complete name of Procuring Entity]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

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

Name of the Tenderer*_____

_____ Name of the person duly authorized to sign the Tender on behalf

of the Tenderer**_____

_____ Title of the person signing the Tender_____

_____ Signature of the person named above_____

_____ Date signed_____ day of_____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

QUALIFICATION FORMS

7. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

| ITEM | Description of Work Item | Describe location of Source | COST in K. shillings | Comments, if any |
|------|----------------------------------|-----------------------------|----------------------|------------------|
| A | Local Labor | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| B | Sub contracts from Local sources | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| C | Local materials | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| D | Use of Local Plant and Equipment | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| E | Add any other items | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| | TOTAL COST LOCAL CONTENT | | XXXXX | |
| | PERCENTAGE OF CONTRACT PRICE | | | |

8. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

| | | |
|-----------------------|--|------------------------|
| | | |
| Equipment information | Name of manufacturer | Model and power rating |
| | Capacity | Year of manufacture |
| Current status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured | |

Omit the following information for equipment owned by the Tenderer.

| | | |
|------------|--|------------------------|
| Owner | Name of owner | |
| | Address of owner | |
| | Telephone | Contact name and title |
| | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project | |

9. **FORM PER-1** Tenderer's/Contractor's

Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Tenderer's/Contractor' Representative and Key Personnel.

| | | |
|----|--|---|
| 1. | Title of position: Contractor's Representative | |
| | Name of candidate: | |
| | Duration of appointment: | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> |
| | Time commitment: for this position: | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> |
| | Expected time schedule for this position: | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 2. | Title of position: _____] | |
| | Name of candidate: | |
| | Duration of appointment: | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> |
| | Time commitment: for this position: | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> |
| | Expected time schedule for this position: | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 3. | Title of position: _____] | |
| | Name of candidate: | |
| | Duration of appointment: | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> |
| | Time commitment: for this position: | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> |
| | Expected time schedule for this position: | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 4. | Title of position: [_____] | |
| | Name of candidate: | |
| | Duration of appointment: | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> |
| | Time commitment: for this position: | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> |
| | Expected time schedule for this position: | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |

| | | |
|----|---|---|
| 5. | Title of position: <i>[insert title]</i> | |
| | Name of candidate | |
| | Duration of appointment: | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> |
| | Time commitment: for this position: | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> |
| | Expected time schedule for this position: | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |

10. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

| | | |
|--|--|--|
| Name of Tenderer | | |
| Position <i>[File of position from Form PER-1]</i> | | |
| Personnel information | Name: | Date of birth: |
| | Address: | E-mail: |
| | Professional qualifications: | |
| | Academic qualifications: | |
| | Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i> | |
| Details | Address of Procuring Entity: | |
| | Telephone: | Contact (manager / personnel officer): |
| | Fax: | |
| | Jobtitle: | Years with present Procuring Entity: |
| | | |

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

| Project | Role | Duration of involvement | Relevant experience |
|-------------------------------|---|-------------------------|--|
| <i>[main project details]</i> | <i>[role and responsibilities on the project]</i> | <i>[time in role]</i> | <i>[describe the experience relevant to this position]</i> |
| | | | |
| | | | |
| | | | |

Declaration

I, the undersigned..... *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

| Commitment | Details |
|-------------------------------------|--|
| Commitment to duration of contract: | <i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i> |

Time commitment:

| | |
|--|--|
| | <i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i> |
|--|--|

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____[insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

II. FORM EL I -

I.I Tenderer

InformationForm

Date: _____

ITT No. and title: _____

| |
|---|
| Tenderer's name |
| In case of Joint Venture (JV), name of each member: |
| Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i> |
| Tenderer's actual or intended year of incorporation: |
| Tenderer's legal address[in country of registration]: |
| Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mailaddress: _____ |
| 1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: Legal and financial autonomy Operation under commercial law Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

12 FORM ELI - 1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

| |
|--|
| Tenderer's JV name: |
| JV member's name: |
| JV member's country of registration: |
| JV member's year of constitution: |
| JV member's legal address in country of constitution: |
| JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____ |
| 1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

13. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation

History. Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. | | | |
| <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent) |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

| Year of dispute | Amount indispute (currency) | Contract Identification | Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate) |
|-----------------|------------------------------|---|---|
| | | Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: Status of dispute: _____ | |
| | | Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute: | |

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

| Year of award | Outcome as percentage of Net Worth | Contract Identification | Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate) |
|---------------|------------------------------------|-------------------------|---|
|---------------|------------------------------------|-------------------------|---|

| | | | |
|---------------|---------------------|---|-----------------|
| [insert year] | [insert percentage] | Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)] | [insert amount] |
|---------------|---------------------|---|-----------------|

14. FORM FIN –3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

6.4.1. Financial Data

| Type of Financial information in _____ (currency) | Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD) | | | | |
|--|--|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

*Refer to ITT 15 for the exchange rate

15. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

| No. | Source of finance | Amount (Kenya Shilling equivalent) |
|-----|-------------------|------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements² for the _____ years required above; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

15. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

| No. | Source of finance | Amount (Kenya Shilling equivalent) |
|-----|-------------------|------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- Be independently audited or certified in accordance with local legislation.
- Be complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited.

Attached are copies of financial statements² for the _____ years required above; and complying with the requirements

16 FORM FIN –3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

| | | Annual turnover data (construction only) | |
|--|--|--|---------------------------|
| Year | AmountCurrency | Exchange rate | Kenya Shilling equivalent |
| <i>[indicate year]</i> | <i>[insert amount and indicate currency]</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Average Annual Construction Turnover * | | | |

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

17. FORM FIN -3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subjectcontractor contracts as specified in Section III, Evaluation and Qualification Criteria.

| Financial Resources | | |
|---------------------|---------------------|------------------------------------|
| No. | Source of financing | Amount (Kenya Shilling equivalent) |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

18. FORM FIN -3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|------------------------------|------------------|---|---|---------------------------------|--|
| No. | Name of Contract | Procuring Entity's Contact Address, Tel, | Value of Outstanding Work [Current Kenya Shilling /month Equivalent] | Estimated Completion Date | Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month] |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

19. FORM EXP - 4.1

General Relevant Work Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

| Starting Year | Ending Year | Contract Identification | Role of Tenderer |
|---------------|-------------|--|------------------|
| | | Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Name of Procuring Entity: _____ Address: _____ | |
| | | Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Name of Procuring Entity: _____ Address: _____ | |
| | | Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Name of Procuring Entity: _____ Address: _____ | |

20. FORM EXP - 4.2 (a)

Specific Work and Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

| Similar Contract No. | Information | | | |
|---|---|---------------------------------------|--|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> |
| Total Contract Amount | | | Kenya Shilling | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | | | | |
| Procuring Entity's Name: | | | | |
| Address: Telephone/fax number E-mail: | | | | |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: | | | | |
| 1. Amount | | | | |
| 2. Physical size of required works items | | | | |
| 3. Complexity | | | | |
| 4. Methods/Technology | | | | |
| 5. Construction rate for key activities | | | | |
| 6. Other Characteristics | | | | |

21. FORMEXP- 4.2 (b)

Work Experience in Key Activities

Tenderer's Name:_____Date:_____Tenderer's JV Member Name:

Sub-contractor's Name³ (as per ITT 34):_____ITT No. and title:_____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

I. Key Activity No One:

| | Information | | | | | |
|---|--|--|---|--|--|--|
| Contract Identification | | | | | | |
| Award date | | | | | | |
| Completion date | | | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> | | |
| Total Contract Amount | Kenya Shilling | | | | | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per contract year or part of the year | Total quantity in the contract (i) | Percentage participation (ii) | Actual Quantity Performed (i) x (ii) | | | |
| Year 1 | | | | | | |
| Year 2 | | | | | | |
| Year 3 | | | | | | |
| Year 4 | | | | | | |
| Procuring Entity's Name: | | | | | | |
| Address: Telephone/fax number E-mail: | | | | | | |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

| | |
|---|--|
| 4 |  |
| 5 | |

- 2 Activity No. Two
- 3.

³If applicable

SCHEDULE FORMS

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column I of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]

B. IONS OF CONTRACT

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

| | |
|--------------------------------|---|
| Number of GC Clause | Amendments of, and Supplements to, Clauses in General Conditions of Contract |
|--------------------------------|---|

| | |
|--------|--|
| I.1(a) | The Adjudicator is <u>NAIROBI CENTRE for International Arbitration (NCIA) Guideline.</u> |
|--------|--|

| | |
|--------|--|
| I.1(w) | Project Manager is <u>Airport Manager - JKIA</u> |
|--------|--|

| | |
|--------|--|
| I.1(e) | The contract Name is ___ PROVISION OF PEST CONTROL SERVICES AT JOMO KENYATTA INTERNATIONAL AIRPORT AND HEADQUARTERS |
|--------|--|

| | |
|--------|---|
| I.1(h) | The Procuring Entity is <u>KENYA AIRPORTS AUTHORITY</u> |
|--------|---|

| | |
|--------|-------------------------------|
| I.1(m) | The Member in Charge is _____ |
|--------|-------------------------------|

| | |
|--------|-------------------------------|
| I.1(p) | The Service Provider is _____ |
|--------|-------------------------------|

| | |
|-----|---|
| I.4 | The address are: Procuring Entity: <u>___KENYA AIRPORTS AUTHORITY_____</u> |
|-----|---|

Attention: General Manager (Procurement and Logistics)

Telex: _____

Service Provider: _____

Attention: _____

Email address: ___tenders@kaa.go.ke_____

| | |
|-----|------------------------------------|
| I.6 | The Authorized Representative are: |
|-----|------------------------------------|

For the Procuring Entity: ___officer appointed by Kenya Airports

Authority_____

For the Service Provider: _____

- 2.1 The date on this Contract shall come into effect is Date of signing of contract
- 2.2.2 The Starting Date for the commencement of Service is immediately after signing of contract
- 2.3 The Intended Completion Date is Three (03) years from the date of contract signing
but renewal on each anniversary year shall be subject to satisfactory performance.
- 3.2.3 Activities prohibited after termination of this Contract are: as stated in the General Conditions_____
- 3.8.1 The liquidated damages rate is N/A per day
The maximum amount of liquidated damages for the whole contract is _____ percent of the final contract price.
- 5.1 The assistance and exemptions provided to the service provider are;
- 6.2(a) The amount in Kenya shillings as per the contract
- 6.4 Payments shall be made Upon receipt of:
- invoice
 - Signed Inspection report

6.5

Payment shall be made within **60 days** of the invoice and the relevant documents specified in Sub – Clause 6.4, and within 60 days Days in the case of the final payment

The interest rate is as per Central Bank of Kenya minimum interest rate

6.6.1

Price Adjustment is ___N/A___ in accordance with Sub – Clause 6.6.

The coefficients for adjustment of price are _____:

(a) For local currency:

A_L is _____

B_L is _____

C_L is _____

L_{MC} and L_{OC} are the index for Labor from _____

I_{MC} and I_{OC} are the index for _____ from _____

(b) For foreign currency

A_F is _____

B_F is _____

C_F is _____

L_{MC} and L_{OC} are the index for Labor from _____

I_{MC} and I_{OC} are the index for _____ from _____

7.1

The principle and modalities of inspection of the Services by the Procuring Entity are as follows: ___Contract Implementation Team/Inspection and Acceptance Committee_____

The Defects Liability Period is ___N/A_____

9.1

The designated Appointing Authority for a new Adjudicator is ___Chief Justice_

- 9.2 The Adjudicator is _Arbitrator_____.Who will be paid a rate of _____ per hour of work .The following reimbursable expenses are recognized:_____
-

OTHER SPECIAL CONDITIONS OF CONTRACT

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

2. CONTRACT DOCUMENTS

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

- (1) Agreement,
- (2) Contractors Tender
- (3) Letter of Award and Acceptance,
- (4) Special and General Conditions of Contract,
- (5) Technical Specifications,
- (6) Schedule of Rates
- (7) Copy of Performance Bond
- (8) Tenderer Statement of compliance
- (9) Key Performance Indicators and Services Level Agreement as will be agreed by both parties

3. EMPLOYER'S REPRESENTATIVE'S DECISIONS

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

4. INSTRUCTIONS

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

5. MANAGEMENT MEETINGS

- 5.1 A Contractor top management meeting shall be held quarterly and attended by the Employer's Representative and the Contractor's Operation manager or Director. 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

6.1 This Agreement shall unless extended by both parties terminate at the end of three (3) years expiry from the commencement date.

7. PERFORMANCE APPRAISAL

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

8. NON PERFORMANCE PENALTY

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

9. TERMINATION

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

(a) By Breach of Contract

- i) The Contractor frequently fails to provide services of acceptable standards set by KAA in the performance of this Agreement and
- ii) The Contractor fails to perform any other obligation under this Agreement.
- iii) The Contractor scores less than 80% in three (3) consecutive months.
- iv) The Contractor fails to meet the minimum staff levels and working equipment numbers at all times except when permitted in writing by the Airport manager or Representative and alternative sort. Any short falls should be notified to the Airport Manager or representative in writing within 12 hours after it occurs.

(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 the set fees and charges in lieu of such notice;

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

10. CONFIDENTIALITY

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

11. ASSIGNMENT

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

12. SUB-CONTRACT

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

13. PAYMENT TERMS

- 13.1. Kenya Airports Authority's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract. Payment on submission of an invoice will be after certification by an authorized committee/officer of the Authority that services have been offered.

14. PROVISION AND STANDARD OF SERVICE

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

15. SUPERVISOR(S) QUALIFICATION

- 15.1. The contract supervisor(s) on the ground must have the under listed qualifications:

- i. Diploma in Environmental Management/ Biological Sciences/Entomology / Agriculture Entomology or equivalent.
- ii. Training certificate by Pest Control Products Board
- iii. Minimum work experience of one year as a supervisor
- iv. At least an O" Level / KCSE Certificate
- v. Good communication and managerial skills
- vi. Adequate computer literacy

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

16. STAFF IDENTIFICATION

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

17. PERFORMANCE SECURITY

- 17.1 The Contractor shall before executing this agreement furnish KAA with a 1% of the contract sum.

18. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

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

20. NOTICE ADDRESSES

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

21. TENDER PRICES)

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

22. INDEMNITY

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

23. CLAIMS

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

26. SALARY PAYMENT / BENEFITS

- 26.1 Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage set by the government in a timely manner but not later than the fifth working day of each month. Late payment shall not be tolerated under any circumstances
- 26.2 The Contractor shall ensure that all staff receives one (1) month paid leave for every 1 years of employment.
- 27.3 KAA reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result in termination of this Contract.
- 27.4 Taking into consideration the stipulated payment period of the contract, the contractor is required to have adequate resources to cater for staff costs, welfare and work consumables for a period of a minimum of three (03) months.

27. SECURITY PASSES

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

28 UNIFORM

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

29 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

- 29.1 The Contractor shall be responsible for the effective management of the contract staff vacation leave; absences, sick- leave, special leave etc, and must ensure that sufficient systems and structures are in place to maintain the level of Service performance requirements under this Contract.
- 29.2 The Contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for Company's reference.
- 29.3 Contractor shall not transfer, remove, or replace any of his personnel who are providing the Services without the informing KAA
- 29.4 Should KAA identify any Contractor's personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the Contractor shall replace these personnel at no cost to KAA.
- 29.5 Contractor shall ensure without fail that KAA is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by Contractors Supervisor to KAA Representative. Planned leave should be advised giving at least one months' notice. Contractor shall provide suitable Company approved replacement personnel for any absentee due to planned leave or sick leave.
- 29.6 The Contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, special leave, etc. in order to maintain the level of Service performance.

29.7 Contractor should not change or relocate any personnel without informing KAA.

30 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

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

- a. Executive summary describing actual building/facilities fumigated vs Required in the Contract
- b. Status of Pest Control equipment and chemicals
- c. Actual man-power histogram vs planned number of personnel
- d. Areas of concern encountered during performance of the Services (I.e. access to work site, technical issue, etc), this to be provided on Monthly basis.
- e. Any incidence/accidents shall be reported immediately to the Concerned KAA Representative. Contractor's personnel shall fill Incidence/ accident forms to be provided by KAA highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident taken place during that month.
- f. Other reports as requested by KAA Representative.

31. ENVIRONMENTAL CONSIDERATION

31.1 As a public organization, KAA shares the Government's commitment to Environmental Sustainability and in particular to sustainable procurement. The contractor is therefore required to be observing the following:

- Use of green products
- Energy reduction
- Use of renewable energy, e.g. solar power, wind power
- Use of environmental friendly materials

- Reduction of water usage
- Reduction of waste
- Use of ‘green’ energy efficient equipment

32. CONTRACTOR OBLIGATION

- 32.1 Notwithstanding the responsibility of Contractor to fulfill all the Contract obligations, the Contractor without being limited to the following shall provide:
- 1 All cleaning materials, supervision, labor, Pest Control equipment necessary for the performance of the Services.
 - 2 Safeguarding of Contractor’s Pest Control material stocks and wellbeing of Pest Control and environmental equipment within the designated Contractor’s work area in a safe and tidy manner, and the removal away from site of all unused Pest Control/ environmental materials on completion of the Services to the satisfaction of Company.
 - 3 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Airstrip REPRESENTATIVE immediately;

33 KAA OBLIGATIONS

- 33.1 Without limiting the responsibility of the Contractor in any way to complete the provision of the Services, the KAA will provide/assist the following:
1. Assist to obtain security passes.
 2. Review/Approval of Contractor’s Pest Control /environmental material submittals
 3. Review/Approval of Contractor’s Pest Control and environmental methods
 4. Review/Approval of Contractor’s Pest Control / environmental equipment
 5. Periodic inspection and auditing of Contractor Services
 6. Ad-hoc inspection of Contractor Pest Control/environmental equipment and personnel.
 7. Prepare Key Performance Indicators and Service Level Agreement in conjunction with the contractor

34 UNACCEPTABLE METHODS

- 34.1 Methods of Pest Control and environmental management which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or inconvenience to passenger are unacceptable. The Contractor shall, at the direction of the Airstrip Manager's representative, investigate all unacceptable methods reported to the Airstrip Manager's representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

35 COMPLAINTS

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

36 PEST CONTROL AND FUMIGATION WORKS ORDERS

- 36.1 The successful Contractor representative in consultation with the Airport Representatives shall provide in writing **specific Pest Control and Fumigation/environmental works orders** within fourteen days from commencement of duties. (This timeframe must be strictly adhered to.)
- 36.2 Pest Control and Fumigation /environmental 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 Pest Control and Fumigation personnel required on site.
 - The targets to be meet
 - Uniform and dress standards
 - General duties
 - Required documentation: Pest Control and Fumigation rosters, attendance registers, duty rosters and any other necessary documentation
 - Time for reporting for duties
- 36.3 Any signed Pest Control and Fumigation works orders shall be deemed to be part of the Contract.
- 36.4 The successful Contractor shall ensure that every staff member understands and complies with the Pest Control and Fumigation works orders.

37 MAINTENANCE

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

38 PERFORMANCE MANAGEMENT

- 38.1 The contractor must perform the required services to standard acceptable to KAA. Key performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.
- 38.2 KAA may apply the following KPIs as attached in appendix 3:-
- i. Standard of cleanliness
 - ii. Pest Control and Fumigation / environmental complaints
 - iii. Customer service
 - iv. Safety management system
 - v. Stability of Supervisor and staff
 - vi. Presentation & uniforms
 - vii. Pest Control and Fumigation/ environmental staff attendance
- 38.3 The contractor in consultation with the airport representative may propose KPI's which may be used to measure the ongoing performance of the contract
- 38.4 The contractor will be required to attend a particular site/location with the airport representative to undertake the KPI
- 38.5 The Kenya Airports Authority shall carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities.
- 38.6 Where the inspection or survey indicates that the contractor has not performed the services to the specified standards, the Authority shall deduct from the contract price, the cost of materials and labor and of the service for which the Contractor is in default and the Authority has had to rectify.
- 38.7 The Kenya Airports Authority shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.
- 38.8 In the event that the level of service provided is not satisfactory, (that is, service level is below 85%)the Authority shall deduct from the applicable contract price in respect of the relevant month on the following percentages: -

Evaluated Performance

Deduction

- | | |
|----------------|-----|
| • 80% - 84.99% | 10% |
| • 75% - 79.99% | 20% |
| • 70% - 74.99% | 30% |
| • Below 70% | 40% |

- **NB: There will be no rounding off of figures to the nearest eg. 89.99% will not be rounded off to 90%.**

Note: Awarding of marks during the weekly evaluations will be at the absolute discretion of the Airport Manager's representative.

- 38.9 Subject to the clause 38 on Performance Management of the Special Conditions of Contract and in particular clause 38.12 and clause 38.13, percentage scores such as "XX.99%" will not be rounded off to the higher figure. For example, 79.99% will be considered to be less than 80% range and result in a 20% deduction.
- 38.10 Should it appear that the Contractor is not executing the contract to the satisfaction of the Airport Manager (or Airport Manager representative) or there is non-conformance to any of the Key Performance Indicators as provided in Appendix 2, notice shall be given to the Contractor to make good such failure or default in a period to be determined by the Airport Manager or representative. In the event of the Contractor failing to make good such default within the specified period, KAA reserves the right to deduct an additional 5% of the monthly payment due to the Contractor for the month in which the default occurred or invoke the provisions found in Section 38 under Performance Management of the Special Conditions of Contract. Repeated defaults on one or more of the KPI's listed or failure to meet performance grading that results in payment deductions, or failure to remedy a default within five consecutive months will be considered a breach of contract and will result in termination of the contract.
- 38.11 The Authority representative shall carry out annual performance review for the contractor and document the findings. Continuous underperformance will result in the termination of the contract
- 38.12 The contractor in consultation with the Authority shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the contractor. Wherever the service levels will not be met or falls below the evaluated performance, then the above deductions (of Section 38: Performance Management) will be effected.
- 38.13** 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 for three months consecutively will be below **80%** then termination proceedings will commence.

OTHER SPECIAL CONDITIONS OF CONTRACT

39 The successful bidder will meet the cost:

- Access passes and charges for his employees-
- Access and toll charges
- Security passes Kshs 4,500.00 per person per year. The cost is subject to revision.

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

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

42 The contractor shall be responsible for the safety and security of the Authority's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage.

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

- a) Repay the Authority all sums paid by way of increased premium and all expenses incurred in or about the renewal or modification of any such policy by reason of such breach or
- b) Compensate the Landlord for any claims in respect of such policy thereby rendered void or voidable.

44 Any servant and/or agent of the contractor misconducting himself/herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Airport shall be liable to instant removal from the Airport and the Authority may directly impose such conditions as it may deem necessary for his re-admission of the Airstrip.

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

46 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 Airstrip 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.

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

- 48 The contractor its employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority's as a result of the Contractor's or its employees' or agents' failure to observe or comply with such requirements.
- 49 The contractor shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots, sit in , boycott of work or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the Airstrip. Failure to observe prevailing labour laws and statutory requirements may lead to termination of the contract
- 50 The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.
- 51 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.
- 52 Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff and labor, and in collaboration with and to the requirements and due satisfaction of the Port Health and at all times to comply with all standard health requirements in and around the Airport which the Authority may from time to time promulgate and allow the designated representation or agent of the Authority including **Public Health** at all reasonable times to inspect the operations of the contract relating to the provisions of the services and all materials, equipment, disinfectants and detergents used in connection therewith.
- 53 Implementation and execution of the contract**
- 54.1 The overall responsibility for the execution and implementation of the Pest Control and Fumigation services at the new terminal building will rest with the Station personnel who will be the DESIGNATED representative of the contractors.
- 54.2 The Station Supervisor shall have full power and authority to act on behalf of the Contractor. In addition, the station executive housekeeper must be competent and responsible, and have adequate experience in carrying out the Pest Control and Fumigation services and shall exercise personal supervision on behalf of the CONTRACTOR.
- 55 The Station Manager responsible for the supervision and management of the CONTRACTORS' personnel.

56 Statutory Requirements

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

57. Deployment of machines

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

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

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

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

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

60. Provisions of Materials

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

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

WORK SCHEDULES AND SPECIFICATIONS

SECTION V - SCHEDULE OF REQUIREMENTS

SCOPE OF PEST CONTROL AND FUMIGATION SERVICES.

THE SCOPE OF WORK / SPECIFICATIONS

PROVISION OF PEST CONTROL SERVICES, JOMO KENYATTA INTERNATIONAL AIRPORT & HEADQUARTERS

1. GENERAL

The Items in the Bills of Quantities shall be read in conjunction with the specifications.

2. LOCATION OF WORKS


The services, offered by a legally Registered Pest Control Company, will be performed at the Jomo Kenyatta International Airport which is located approximately 17 kms from Nairobi City CBD

3. DETAILED WORKS

The services will be executed and maintained in strict accordance with the contract to the satisfaction of the Airport Manager, Head of Housekeeping and Port health as the case may be and shall comply with and adhere strictly to their instructions and or directions.

The contractor shall perform the services in the following areas

- a) Passenger Terminal Buildings, KAA Headquarters, Apron, KAA Vehicles and JKIA grounds around the apron, runway and taxiway



The contractor shall provide the services in the contract areas in accordance with Pest Control Products Act Cap 346, Laws of Kenya, Kenya Airports Authority Pest Control Policy and Public Health Act (Chapter 389)

All works shall be executed in a way that it does not interfere with the normal operations of the Airport such as flow of passengers, personnel movements and shall comply with the Airport Regulations, uphold the Principles of World Health Organization (WHO) regarding the Chemical usage and their effects on human health, Environmental preservation and ILO regulations on occupational hazards.

Without limiting the generality of Articles 3.1 and 3.2 above, herein the Contractor shall accord all the Stake holders full opportunity to inspect any work and satisfy themselves as to the quality and quantity of works.

The contractor shall research and establish bait stations in strategic areas of the Airport in conjunction with the relevant stakeholders

MAIN TASKS

- a) Bait
- b) Spray
- c) Flush
- d) Fume
- e) Smoke
- f) Trap
- g) Suck
- h) Collect
- i) Disposal
- j) Clean
- k) Destroy at source

All the pests as applicable in each case.

SOURCE OF PRODUCTS

All the chemicals and apparatus used shall be of the kinds registered and or licensed by Kenya pharmaceuticals and poisons licensing board, Pest Control Products board and duly approved by Port Public Health Officer and Head of Housekeeping.

The Contractor shall show or prove the Product name, Active ingredients and percentage of the chemical, Dilution ratio, Registration number of the chemical, Quantity of the product to be used in a given area and expiry date of the product.

TECHNICAL SPECIFICATIONS AND BILLS OF

QUANTITIESBILLS OF QUANTITIES

The bill of quantities for Provision of Pest Control Services should be read in conjunction with the instructions to bidders, special conditions of contracts, the schedule of works and drawings.

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

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

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

DETAILED PEST CONTROL SPECIFICATION

THE SCOPE OF WORK / SPECIFICATIONS FOR PEST CONTROL

The Items in the Bills of Quantities shall be read in conjunction with the specifications.

1.1 LOCATION OF WORKS

The services, offered by a legally Registered Pest Control Company and by qualified certified staff will be performed at the Jomo International Airport which is located at the city of Nairobi.

1.2 DETAILED WORKS

- 1.2.1** The services will be executed and maintained in strict accordance with the contract to the satisfaction of the Airport Manager representative, Wildlife and Bird Control Manager, Port Health (Vector Control Section) as the case may be and shall comply with and adhere strictly their instructions and or directions.
- 1.2.2** The contractor shall perform the services in all the areas as specified in the bill of quantities herein.
- 1.2.3** The contractor shall provide the services in the contract areas in accordance with Pest Control Products Act Cap 346, Laws of Kenya, Kenya Airports Authority Pest Control Policy and Public Health Act

- 1.2.4** All works shall be executed in a way that it does not interfere with the normal operations of the Airport such as flow of passengers, personnel movements and shall comply with the Airport Regulations, uphold the Principals of World Health Organization (WHO) regarding the Chemical usage and their effects on human health, Environmental preservation and ILO regulations on occupational hazards and Biosafety Protocol compliance.
- 1.2.5** Without limiting the generality of Articles above, the Contractor shall accord all the stakeholders full opportunity to inspect any work and satisfy themselves as to the quality and quantity of works.
- 1.2.6** Contractors are strongly recommended to be members of Agrochemicals Association of Kenya.
- 1.2.7** The contractor shall research and establish bait stations in strategic areas of the Airport in conjunction with the relevant airport pest control stakeholders

1.3 PUBLIC HEALTH CONCERNS:

- Adequate storage facility within the Airport.
- Possession of adequate protective clothing.
- Provision of adequate pest control equipment and materials.
- Adhering to washing the equipment/hands with free running water.
- Chemicals to be adequate, standard and approved by the Pests Control Board.
- Provide the public health office with materials Safety Data Sheet.
- The staff must undergo health and Safety training matters relevant to pest control every six months and report submitted to Customer Service Manager and Bird and Wildlife Manager or Airport Manager's Representative.
- Monthly/ weekly/ daily/ random supervision and audit of the pest control contractor output
- Make provision for contingency measures in the event of emergencies.
- Provide work schedule on monthly basis with reevaluation on a weekly basis depending on pest invasion.
- In the event there is an invasion of vectors and pests at unmanageable level Port health and KAA Wildlife Department will intervene in the situation.

1.4 QUALIFICATION OF STAFF:

- Should have Knowledge of Pests control, usage of chemicals and certification of the same.
- Should be adequate and skilled.

1.5 MAIN TASKS

Do all that appertains to prevention and control of infestation of pests at the airport to acceptable levels .The acceptable methods are but not limited to the following:

- a) Bait
- b) Spray
- c) Flush
- d) Fume
- e) Smoke

- f) Trap
- g) Suck
- h) Collect
- i) Dispose
- j) Clean
- k) Destroy at source

I.6 SOURCE OF PRODUCTS

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

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

DETAILED PEST CONTROL SPECIFICATION

| HIGH RISK AREAS | PESTS | SURFACE | TASK | APPARATUS |
|--|--|--|--|---|
| Terminal Buildings | Cockroaches, fleas, moths spiders, bees, snakes, locusts, grasshoppers, termites, mosquitoes | Drawers, lockers, ceiling, counters, desks, signage, offices, sewage and cable ducts, garbage area, lounges, lifts, machine rooms and machines. | Spraying, baiting, sucking, smoking, fuming, collection and safe disposal, destruction at source | Knapsacks, sprayers, chemicals, transparent polythene bags, cloths, masks, gloves |
| Cargo Freight Terminal and Cargo village | Rats, rodents, fleas, lice, cockroaches | Offices, lockers, storages, cable ducts, machines, cartons, boxes, containers, machine rooms, kitchens, Animal holding, animals, booths and sentries | Baiting, safe disposal, collection | Baits , sprayers, chemicals, traps, transparent polythene bags, protective gear, |
| Restaurants and kitchens | Rats, rodents, cockroaches, fleas, lice | Cupboards, cookers, furniture, sinks, walls, ceilings, drawers, boxes, counters, food and beverage stores, other stores | Baiting, collection and safe disposal | Baits, sprayers, chemicals, traps, polythene bags, protective gear |
| Drains and grease traps, stagnant waters | Rats, rodents, cockroaches, | Pipes, drains, gulley traps | Baiting, collection and safe disposal | Baits, sprayers, chemicals ,protective gear |
| All shops , saloons and concessionaire areas | Cockroaches, rats, rodents, fleas, lice, moths | Lockers, drawers, sinks, mosquitoes, | Spraying, collection and safe disposal | Baits, sprayers, chemicals, protective gears |
| Restrooms Stores and machine rooms | Cockroaches, rats, rodents, fleas, lice , mosquitoes, flies | Lockers, mattresses, furniture, drawers, walls, ceilings, machines | Spraying, baiting, fuming, | Baits, sprayers, chemicals, protective gears, traps |
| Business lounges, non smoking and smoking lounges, checking in counters, boarding gates, car rental kiosks | Cockroaches, fleas, lice, mosquitoes | Bedrooms, drawers, lockers furniture, toilet facilities, counters, walls, ceiling | Spraying, baiting, | Sprays, chemical, protective gears, |
| Conveyor belts, lifts , Air bridges, escalators, | Cockroaches, rats, rodents, moths, locusts and grasshoppers, wasps | Lifts and lift rooms, conveyor rooms and beneath | Spraying, baiting, collection and safe disposal | Baits, sprays, chemicals, protective gears |
| State pavilion and VVIP | Cockroaches, snakes, rats, | Bedrooms, stores, First aid rooms, offices, | Spraying, baiting, fuming, smoking, | Baits, traps, sprays, chemicals, |

| | | | | |
|--|---|--|--|---|
| lounges | rodents, mosquitoes, bees, moths, spiders, locusts, termites, grasshoppers, wasps, lizards | lounges, refuse areas, toilet facilities, drains, kitchen | trapping, sucking, destroying at source | protective gears |
| Toilet and pantry facilities | Cockroaches, mosquitoes, rats, rodents, spiders, flies, moths | Walls, ceilings, pantries, baby changers | Spraying, trapping, sucking, baiting | Baits, traps, sprays, chemicals, protective gears |
| Fire stations/Electrical stations/workshops/Substation | Cockroaches, mosquitoes, rats, rodents, fleas, lice, moths, termites, grasshoppers, locusts, spiders, Nairobi fly | Walls, ceilings, lockers, drawers, bedrooms, restrooms, stores, kitchens, | Trapping, spraying, sucking, baiting | Baits, chemicals, protective gears, traps |
| Training Schools | Cockroaches, mosquitoes, rats, rodents, lice, fleas, | Walls, ceilings, kitchens, drawers, lockers, furniture | Trapping, baiting, spraying, collection and safe disposal | Baits, chemicals, protective gear |
| Indoor and external plants containers | Cockroaches | Plates, container | Spraying | Chemicals, protective gears |
| Apron/Airside | Cockroaches, mosquitoes, rats, rodents, fleas, lice, grasshoppers, locusts, worms ants termites | Offices, lockers, stores, restrooms, drawers, bedrooms, mattresses, walls, ceilings, | Spraying, sucking, trapping, baiting, safe disposal, destruction at source | Chemicals, traps, sprayers, protective gears, |
| Refuse areas | Rats, rodents, cockroaches, flies, worms, Snakes | Grounds, | Spraying, trapping, baiting | Chemicals, traps, sprayers, protective gear |
| Police stations | Rats, rodents, cockroaches, fleas, lice, mosquitoes, moths | kitchens, drawers, lockers, furniture | Spraying, trapping, baiting, collecting and safe disposal | Chemicals, sprayers, protective gears, |
| OTHER AREAS | | | | |
| Car parks/parking garage and envrions | Rats, rodents, Grasshoppers | Drains , parking areas | Baiting, collection and safe disposal | Chemicals, traps, baits, polythene bags |
| Stairs | Cockroaches | Rails | Spraying, trapping | Traps |
| Fire escape areas | Cockroaches | Stairs /rails | Spraying, trapping | Traps |
| Fire equipment closets, equipment and plant rooms | Cockroaches, rats, rodents | Machines and equipments | Spraying, trapping | Chemicals, traps, polythene bags, protective gear |
| Service passages | Mosquitoes | Walls, ceilings | Destruction at source | Chemicals, protective gear |
| Administration and operational offices | Cockroaches, | kitchens, drawers, lockers, furniture | Spraying, trapping | Chemicals, traps, protective gears, sprayers |
| Control rooms | Cockroaches, mosquitoes, fleas, lice, rats, | kitchens, drawers, lockers, furniture | Spraying, trapping, | Chemicals, traps, protective gears, sprayers |
| Environment | Rodents, rats, snakes, bees, locusts, grasshoppers, mosquitoes, Worms | Lawns, grass, trees, flower beds | Spraying, trapping, smoking, fuming, destruction at source, baiting | Chemical, sprayers, protective gears, baits |
| Security Check points | Mosquitoes, lice, fleas , cockroaches | Machines, furniture, walls, ceilings | Spraying, trapping, | Chemicals, sprayers, protective gears |

| | | | | |
|-----------------|--|---|---------------------|---------------------------------------|
| Prayer areas | Mosquitoes, lice, fleas, rats | Carpets, furniture | Spraying | Chemicals , protective gear |
| P.I. rooms | Cockroaches, lice, fleas, mosquitoes, rats | Beds, drawers, lockers, mattresses, furniture | Spraying, baiting, | Chemicals, protective gears |
| KAA Head office | Mosquitoes, lice, fleas , cockroaches | Machines, furniture, walls, ceilings | Spraying, trapping, | Chemicals, sprayers, protective gears |

PRICE SCHEDULE.

SCHEDULE OF OFFER – PEST CONTROL EQUIPMENT

| NO. | DESCRIPTION | Unit | Quantity |
|------------|--|-------------|-----------------|
| 1. | Knapsack Sprayer | | 03 |
| 2. | Fogging Machine | | 01 |
| 3. | Mist blower | | 01 |
| 4. | Transport - Provision of a vehicle (05 seater) to transport staff to and from the Airport per shift. | | 01 |

DURATION OF THE CONTRACT

The tenderer shall provide the service for duration of 3 (three) years from the date of commencement of this Contract (hereinafter

referred to as “the term”).

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

BILLS OF QUANTITIES (SCOPE OF SERVICES) FOR PROVISION OF PEST CONTROL AT JKIA AND HEAD QUARTERS

| NO | AREA/LOCATION | AREA IN SQ FT (OR FT where applicable) | PESTS | RATE PER MONTH /QUARTER KSH | RATE PER YEAR KSH |
|----|---|--|--|-----------------------------------|-------------------|
| A. | PARKING GARAGE AND RELATED AREAS (Parking garage floor basement, 1,2 and 3 ,related offices ,shops, Tour Company's ,washrooms ,All staircases and Terraces etc.,) | 536,707.33 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| B. | TERMINAL 1A ARRIVALS, DEPARTURES AND RELATED AREAS (Package 2A,3A,Washrooms,B HS area ,open drainages, Baby changing areas, manholes ,Food courts, shops, Tour Company's ,Janitors, Restaurant e.t.c. | 289,471.68 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| C. | TERMINAL 1 B,C D AND RELATED AREAS (Departure Lounges ,All Gates , Duty Free shops, counters, forex bureaus, restaurants, furniture, baby changing area, lifts , machines, escalators, lifts ,all air bridges stairs, Pantries, washrooms, offices etc.) | 917,063 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| D. | Roof tops Terminal 1B,C and D | 771.52 | | | |

| | | | | | |
|-----------|--|--------------|--|--|--|
| E. | All VIP lounges and State Pavilion | 569,862.22 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| F. | Police stations, Telephone Exchange, M-station and So gene area | 134,491.667 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| G. | Head Quarters, PMO, Old and New Training school, parking's and surrounding environment | 183,065.256 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| H. | Cargo village including rented offices and empty office spaces and Duty Free stores ,washrooms among others | 2,800 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| I. | Cargo Terminal including warehouses, KAHN offices, rented offices, KAA and KRA offices, Postal Offices, empty office spaces, KAPU offices, canteens, shops, banks, Animal holding area, washrooms etc, | 126,997.33 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| J. | All fire stations , washrooms and related areas | 46,480 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, Bees, among others | | |
| K. | Apron /Airside(Airline and Ground handlers offices, stores, rest rooms , toilets , crew rooms, KAA offices, restaurants, meteorological department, main waste disposal site and temporary garbage collection points, inclusive Bay 4 and Bay 7 washrooms etc,) | 2,204,152.78 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Termites, Bees, among others | | |

| | | | | | |
|-----------|---|---------------|---|--|--|
| L. | All car parks, roads, pavements, flood lights and Bill boards ,main access drive way among others and garbage collection points . | 959,217.3 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, Bees, among others | | |
| M. | All open/closed drainages exterior and interior of the perimeter fence, manholes etc. | | | | |
| M1 | Maintain the open storm water drain (lined and earth drains) from open channel of width ranging from 1M to 4M and depth ranging from 1M to 4M | 65,616 feet | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| M2 | Lined invert block drains of depth not exceeding 1M for storm water | 65, 616 feet | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| M3 | Culverts and underground drainage lines of various types and sizes | 4,921.2 feet | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| M4 | Closed slotted drains for storm water | 22,965.6 feet | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others Bees, etc, | | |
| M5 | Gulley traps and kerb inlet drains | 19,684.8 feet | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| N. | KAA – JKIA Vehicles and All Fire Engines | 3,890 Sq. ft | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| O. | Interior/Exterior Security booths. | 405 | Cockroaches, rodents, fleas, mosquitoes, bedbugs, locust, grass hopper ,wasps, beetle ,mites, ticks lice, , Bees, among others | | |
| | Total cost of chemicals per annum exclusive | | | | |

| | | | | | |
|--|---|--|--|--|--|
| | of 16%VAT | | | | |
| | Total cost of chemicals per annum inclusive of 16% VAT | | | | |
| | Total cost of chemicals for 2 years Inclusive of 16% VAT | | | | |
| | SUB TOTAL to be taken to summary table | | | | |

NB//

- The frequency of fumigation will be provided in the schedules of work
- The operation manager on site must have knowledge and skills of different chemicals in use and their ratios.

Price Schedule Form

BILLS OF QUANTITIES FOR PERSONEL

Minimum Wage and Other Essential Personnel Cost Compliance Table

| Description | Minimum No. of Staff | Indicate minimum basic salary | House allowance | Total Salary per month Inclusive of HouseAllowance | Total Per Annum |
|--------------------------------|----------------------|-------------------------------|-----------------|--|-----------------|
| Site manager | 01 | | | | |
| Supervisor | 03 | | | | |
| Pesticide applicators | 06 | | | | |
| WIBA / All-Risk Insurance cost | | | | | |
| Total Cost | | | | | |

SUMMARY OF COSTS FOR PEST CONTROL

| COSTS ACTIVITIES | TOTAL AMOUNT PER MONTH (KSHS | TOTAL AMOUNT PER YEAR (KSHS) |
|--------------------------------------|------------------------------|------------------------------|
| CHEMICAL COST FOR THE TARGETED AREAS | | |
| ADMINISTRATIVE /OPERATIONAL COSTS | | |
| PROFIT MARGIN % | | |
| TOTAL COST (EXCLUSIVE OF VAT) | | |
| ADD 16% VAT | | |

| | | |
|--|--|--|
| TOTAL COST INCLUSIVE OF 16%VAT | | |
| COST OF LABOUR- (LABOUR IS NOT SUBJECT TO VAT) | | |
| GRAND TOTAL COST TO BE CARRIED TO THE FORM OF TENDER. | | |

Note: Bidders are advised to ensure that the quoted total cost covers the staff salaries and a reasonable profit. Where salaries indicated under compliance table above do not meet the minimum government wage rate as gazetted or you have costed your bid below the indicated salary (basic plus house allowance) to be paid to each of the categories of staff, the bid shall not be considered as responsive irrespective of having met all the other requirements.

Signature of tenderer_____Date_____Stamp

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

1. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

2. **Work Plan**

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

3. Other Time Schedule

*(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)***Not**

applicable

1 NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.][Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:.....[insert Authorized Representative's name]

Address.....[insert Authorized Representative's Address]

Telephone numbers.....[insert Authorized Representative's telephone/fax numbers]

Email Address.....[insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity:..... [insert the name of the Procuring Entity]

Contract title.....[insert the name of the contract]

ITT No [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- Request a debriefing in relation to the evaluation of your Tender, and/or
- Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

| | |
|------------------------|--|
| Name: | [insert name of successful Tenderer] |
| Address: | [insert address of the successful Tenderer] |
| Contract price: | [insert contract price of the successful Tender] |

- ii). **Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

| | Tender price | Evaluated Tender price (if applicable) |
|---------------|-----------------------|---|
| [insert name] | [insert Tender price] | [insert evaluated price] |
| [insert name] | [insert Tender price] | [insert evaluated price] |
| [insert name] | [insert Tender price] | [insert evaluated price] |
| [insert name] | [insert Tender price] | [insert evaluated price] |
| [insert name] | [insert Tender price] | [insert evaluated price] |

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on **[insert date]** (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention[insert full name of person, if applicable]

Title/position[insert title/position]

Agency[insert name of Procuring Entity]

Email address..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by **[insert date and time]**.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention [insert full name of person, if applicable]

Title/position [insert title/position]

Agency [insert name of Procuring Entity]

Email address..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight of the 14th day from the date of issuance of Notification to Award

The Standstill Period lasts fourteen (14) Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 NOTIFICATION OF AWARD-FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....[date]

To:.....[name and address of the Service Provider]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

3. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP SUM REMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider")."]

WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: **[Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [name of Procuring Entity]

_____ [Authorized Representative]

For and on behalf of [name of Service Provider]

[Note : *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

.....[name of member]

.....[Authorized Representative]

..... [name of member]

.....[Authorized Representative]

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this*

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

Beneficiary:..... *[Procuring Entity to insert its name and address]*

ITT No*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No *[Insert identification No if this is a Tender for an alternative]*

Date:*[Insert date of issue]*

TENDER GUARANTEE No*[Insert guarantee reference number]*

Guarantor*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that_____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of] (hereinafter called "the Applicant")* has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____ under Request for Tenders No. _____ ("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

5. FORM OF TENDER SECURITY (TENDER BOND) [The Surety

shall fill in this Tender Bond Form in accordance with the instructions indicated.] BOND NO. _____

BY THIS BOND [name of Tenderer] as Principal (herein after called "the Principal"), and [name, legal title, and address of surety], **authorized to transact business in Kenya**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Procuring Entity] as Obligee (hereinafter called "the Procuring Entity") in the sum of [amount of Bond][amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____, 20_____, for the supply of [name of Contract](herein after called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the ir respective names this _____ day of _____ 20_____.

Principal: _____

Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION FORM

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

Date: *[date (as day, month and year)]*

ITT No. *[number of Tendering process]*

Alternative No: *[insert identification No if this is a Tender for an alternative]*

To: *[complete name of Procuring Entity]* **We**, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

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

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever

possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.



CERTIFICATE OF BIDDER SITE VISIT

This is to certify that,
(Name of bidder or his representative)

Of the firm,
(Name of firm bidding)

In the company of,
(Name of KAA representative showing the Services)

In regard to: **KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters.**
(Eligibility is reserved for Duly Registered Youth, Women Enterprise & Persons Living with Disability (PWD)).

Having previously studied the tender document, I have carefully examined the areas and that:

- I. I further satisfy that am satisfied with the description of the cleaning services and the explanations given by the client's representative and that I understand perfectly the requirement to be done as specified and implied in the execution of the contract.

On behalf of Bidder

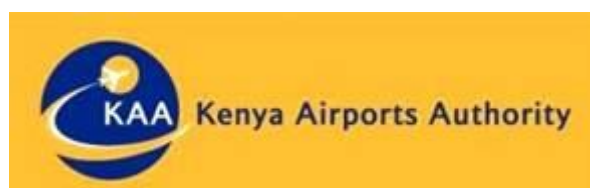
Signed.....

Date.....

On behalf of Client

Signed.....

Date.....



SERVICE LEVEL AGREEMENT FOR PEST CONTROL

This Service Levels Agreement (“SLA”) is made between the representatives of Kenya Airports Authority (“KAA”) and (“the contractor”) in respect of service delivery standards at Jomo Kenyatta International Airport (JKIA) – concerning pest control services contracted between the two parties. The service delivery standards outlined herein below are agreed by the parties pursuant to their contractual obligations in the main contract number under Tender Number **KAA/OT/JKIA& HQS /0023/2024-2025 Provision of Pest Control Services at Jomo Kenyatta International Airport (JKIA) and Head Quarters.**

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

This agreement shall subsist between the parties hereto for the duration of the contract. The contractor shall be required to maintain the highest standards of pest control services and decorum as is applicable to international airports standards. The services required shall be to the satisfaction of KAA in line with the obligations of parties set up in the main contract and the service levels herein.

1. Scope of Service Levels

The scope of pest controls is as stipulated in the tender.

- i) All shifts shall be well covered 24/7 by the correct staffing numbers as stipulated and provided for in the contract.
- ii) The Contractor shall notify the User in case there are any changes in staffing prior to deployment of the new staff at all times.
- iii) The Contractor at all times shall ensure sufficient personnel are available to provide coverage for annual leave, sick leave, special leave, etc. in order to maintain the level of Service performance
- iv) In contract implementation, the contractor shall address issues raised within the agreed time frame.

2. Pest control services

- i) The Contractor shall provide appropriate equipment to undertake the work, e.g. approved chemicals and tools for use.
- ii) The Chemicals to be adequate, standard and approved by the Pests Control Products Board in liaison with Port Health (Ministry of Health).
- iii) The services in the contract areas shall be in accordance with Pest Control Products Act Cap 346, Laws of Kenya, Kenya Airports Authority Pest Control Policy and Public Health Act Cap 242 and relevant health laws, as shall be reviewed from time to time with the relevant authorities.
- iv) All chemicals/pesticides will be used in accordance with the approval and label instructions.
- v) Pesticides shall have safety data sheet which also specify relevant active ingredients it contained.

- vi) The contractor shall maintain a valid Pest Control licence from the Pest Control Products Board for the duration of the contract, a copy of which will be kept by Kenya Airport Authority.
- vii) New products that become available will be properly evaluated and used as appropriate after approval by Port Health and Kenya Airports Authority.
- viii) Chemicals/pesticides will only be obtained from a supplier providing acceptable quality products and a complete technical support service.
- ix) Banned/expired pesticides shall not be used to treat any infested area at airport.

3. Pest Control Minimum Standards

- i) Pest infestation should be at minimum to none.
 - ii) Continuous monitoring will be carried out and documented by the contractor to ensure that the standard of minimum to none infestation is sustained
 - iii) Pest control activities shall be implemented in the areas as laid out in the Schedule of requirements and scope of work with regard to flying, crawling invertebrates and rodents not excluding other types of pests
 - iv) Should provide a comprehensive monthly work schedule inclusive of chemicals to be used, before commencement of the monthly treatment/application as intended
 - v) The Contractor shall permit free and unfettered access to and provide such assistance as the Authority may require or to the Authority's representatives or other persons authorized or engaged by the Authority, for purposes of determining the standards of services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.
- i. Report shall be made on any structural defects (for repair) or environmental factors that may predispose to harbour pests
 - ii. Potential pest species shall be identified their control strategy determined and implemented following the acceptable and approved procedure.
 - iii. Set up a monitoring program for pest control and maintain relevant records

4. Health, security and safety

- i. During operations, appropriate Personal Protective Equipment (PPE) should be worn at all times.
- ii. The technicians/applicators will ensure application of chemicals/ pesticides is in a manner that does not pose a risk to airport users, airport workers passengers, personnel, or the environment.
- iii. Make owners or occupiers of premises aware of the intended treatment so that they make necessary arrangements and are not left in any hazardous situation.
- iv. Should observe good housekeeping, with regard to safety, security and hygiene as guided in their operation.
- v. Technicians/applicators shall have official identity card, staff identification, authorizations and applicable airport security passes.
- vi. Inspections shall be carried out in the building and outside grounds of the stakeholders to ensure pest control has been done and met the required standards.

5. Non-compliance

In case of non-compliance by the contractor in line with the service levels herein, the Authority reserves the right to penalize the contractor in accordance with the requisite provision clauses of the main contract.

6. Meetings

There shall be performance review meetings to identify and analyze any short falls and challenges affecting delivery of standard services as per the contract agreement.

The operational review meeting shall be held on quarterly basis or as per arising needs.

7. SLA Review

The parties reserve the right to mutually review the SLA in line with and for effective implementation of the main contract.

KAA'S REPRESENTATIVE

NAME -----

DESIGNATION -----

SIGNATURE -----

DATE -----

CONTRACTOR'S REPRESENTATIVE

NAME

DESIGNATION

SIGNATURE

DATE

JOMO KENYATTA INTERNATIONAL AIRPORT

MONTHLY SERVICE PERFORMANCE FOR PEST CONTROL

MONTH: MMM / YYYY
(CONTRACTOR NAME)

CONTRACTOR:

| <u>PEST</u> | | <u>CONTROL METHOD</u> | <u>KAA SCORE</u> | <u>WK1 Date: DD/MM/YYYY</u> | <u>WK2 Date: DD/MM/YYYY</u> | <u>WK3 Date: DD/MM/YYYY</u> | <u>WK4 Date: DD/MM/YYYY</u> |
|--------------------|-------------------------|--|-------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 1. | Etiquette | Behavior, attitude, interaction with customers | 2 | | | | |
| 2. | Materials & Equipment's | Availability | 5 | | | | |
| 3. | Safety & security | Airport users & self | 3 | | | | |
| 4. | Cockroaches | Treat | 20 | | | | |
| 5. | Mosquitoes | Spray | 15 | | | | |
| 6. | Fleas | Treat | 3 | | | | |
| 7. | Narrow bee Fly | Spray | 2 | | | | |
| 8. | Rodents | Bait/trap | 10 | | | | |
| 9. | Snakes | Fumigate/kill | 5 | | | | |
| 10. | Bees | Smoke | 2 | | | | |
| 11. | Lice | Treat | 2 | | | | |
| 12. | Bed bugs | Treat | 10 | | | | |
| 13. | Ants | Treat | 2 | | | | |
| 14. | House flies | Treat | 3 | | | | |
| 15. | Wasps | Spray | 2 | | | | |
| 16. | Locusts/Grasshoppers | Spray | 2 | | | | |
| 17. | Scorpions | Spray | 1 | | | | |
| 18. | Termites | Treat | 2 | | | | |
| 19. | Moths | Spray | 3 | | | | |
| 20. | Silverfish | Treat | 2 | | | | |

| | | | | | | | |
|----------------------------------|--|-------|-------------|--|--|--|--|
| 21. | Beetles | Spray | 1 | | | | |
| 22. | Others (specify) frogs, etc. | Treat | 1 | | | | |
| 23. | Airport Areas Treated and Signed for as Listed on the BQ | | 2 | | | | |
| | | | | | | | |
| TOTAL | | | 100% | | | | |
| MONTH AVERAGE SCORE % | | | | | | | |

| SUMMARY OF FINDINGS FOR THE MONTH OF MMMM/ YYYY | | | |
|--|--|--|--|
| <u>FINDINGS FOR WEEK 1</u> <u>Evaluation team:</u> KAA Representative(s) Contractors Representative(s) | <u>FINDINGS FOR WEEK 2</u> <u>Evaluation team:</u> KAA Representative(s) Contractors Representative(s) | <u>FINDINGS FOR WEEK 3</u> <u>Evaluation team:</u> KAA Representative(s) Contractors Representative(s) | <u>FINDINGS FOR WEEK 4</u> <u>Evaluation team:</u> KAA Representative(s) Contractors Representative(s) |
| SUMMARY OF FINDINGS FOR THE MONTH OF | | | |
| WEEK 1 | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| etc | | | |
| WEEK 2 | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| ... | | | |
| | | | |
| WEEK 3 | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| WEEK 4 | | | |

| |
|----|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

KAA REPRESENTATIVE(S)

NAME.....SIGN.....DATE.....

NAME.....SIGN.....DATE.....

CONTRACTOR REPRESENTATIVE(S)

NAME.....SIGN.....DATE.....

NAME..... SIGN.....DATE

| |
|---|
| <p>HEAD OF HOUSEKEEPING - JKIA</p> <p>NAME:</p> <p>SIGN:</p> <p>DATE:</p> |
|---|

| |
|---|
| <p>CUSTOMER SERVICE MANAGER-JKIA</p> <p>NAME:</p> <p>SIGN:</p> <p>DATE:</p> |
|---|