

**KENYA CIVIL AVIATION AUTHORITY**



**TENDER NO. KCAA /7/2009-2010**

**PROVISION OF ENVIROMENTAL MANAGEMENT SERVICES  
AT EAST AFRICA SCHOOL OF AVIATION**

**CLOSING DATE; TUESDAY 24<sup>TH</sup> NOVEMBER 2009 AT 11.00AM**

## TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	(Appendix to instruction to tenderers) .....	18
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION V	SCHEDULE OF REQUIREMENTS.....	28
SECTION VI	TECHNICAL SPECIFICATIONS.....	31
SECTION VII	STANDARD FORMS.....	37

## **SECTION I – INVITATION TO TENDER**

**Date; 2<sup>nd</sup> November 2009**

**Tender REF No. KCAA /7/2009-2010**

**Tender name PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES**

- 1.1 The **Kenya Civil Aviation Authority** Now Invites Sealed Bids from Invited Pre-qualified candidates for **Provision of Environmental Management Services**
- 1.2 Interested eligible candidates may obtain further information from **Procurement Office room 37, on I<sup>st</sup> floor, Kenya AIRPORT Authority Complex Building, Jomo Kenyatta International Airport** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **five thousand Kenya shillings (Ksh 2,000)** in cash or bankers cheque payable to **Director General, Kenya Civil Aviation Authority**.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **I<sup>st</sup> floor, Kenya Airport Authority Complex Building, Jomo Kenyatta International Airport** or be addressed to **The Secretary, Tender Committee, Kenya Civil Aviation Authority, P.O Box 30163-00100, Nairobi** so as to be received on or before **Tuesday 24<sup>th</sup> November, 2009 at 11am**
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KCAA Boardroom on I<sup>st</sup> Floor, KAA Complex, JKIA, Nairobi**

**Chief Procurement Officer  
For; Director General**

## SECTION II – INSTRUCTIONS TO TENDERERS

	<b>Page</b>
2.1 Eligible Tenderers .....	5
2.2 Cost of tendering .....	5
2.3 Contents of tender documents .....	5
2.4 Clarification of Tender documents .....	6
2.5 Amendment of tender documents .....	6
2.6 Language of tenders .....	7
2.7 Documents comprising the tender .....	7
2.8 Form of tender .....	7
2.9 Tender prices .....	7
2.10 Tender currencies .....	8
2.11 Tenderers eligibility and qualifications .....	8
2.12 Tender security .....	8
2.13 Validity of tenders .....	9
2.14 Format and signing of tenders .....	10
2.15 Sealing and marking of tenders .....	10
2.16 Deadline for submission of tenders .....	11
2.17 Modification and withdrawal of tenders .....	11
2.18 Opening of tenders .....	12
2.19 Clarification of tenders .....	12
2.20 Preliminary Examination .....	12
2.21 Conversion to other currencies .....	13
2.22 Evaluation and comparison of tenders .....	13
2.23 Contacting the procuring entity .....	14
2.24 Post-qualification .....	15
2.25 Award criteria .....	15
2.26 Procuring entities right to vary quantities .....	
2.27 Procuring entities right to accept or reject any or all tenders .....	
2.28 Notification of award .....	16
2.29 Signing of Contract .....	16
2.30 Performance security .....	16
2.31 Corrupt or fraudulent practices .....	17

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

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

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

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

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

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

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

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

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

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

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

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

**or**

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

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

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

## 2.14 **Format and Signing of Tender**

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

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

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

## 2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Tuesday 24th November 2009 at 11.00am.**"

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

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

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 24<sup>th</sup> November 2009 at 11.00am**

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

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11am, **Tuesday 24th November , 2009.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction

of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

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

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) ***Operational Plan.***

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

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

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

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

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

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

**2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

### **b) Award Criteria**

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

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

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

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

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

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event

the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<i>Particulars of eligible tenderers</i> Invited firms
2.10	<i>Particulars of other currencies allowed.</i> Quotation should be in Kenya shillings.
2.11	<p><i>Particulars of eligibility and qualifications documents of evidence required</i></p> <p><b>MANDATORY ITEMS</b></p> <ul style="list-style-type: none"> <li>• Audited and certified minimum Annual turnover of Ksh. 1 million- for environmental management</li> <li>• Must be a registered firm with at least 2 years experience in environmental management services</li> <li>• The firm must have a physical address and an administrative office-(Attach a current lease agreement from landlord)</li> <li>• Valid Tax Compliance certificate</li> <li>• Proof of running contract in environmental management services</li> <li>• Site visit filled and signed by EASA representative.</li> <li>• Correctly filled confidential questionnaire</li> <li>• Tender security of 1% of the contract price valid for 120 days</li> <li>• Provide <b>1 ORIGINAL</b> copy of the tender document clearly <b>marked original</b> and <b>3</b> other copies marked <b>COPY</b> all placed in one envelope</li> </ul>
2.12	Tender security required in Kshs. Amounting to 1% of the total contract price in form of a bank guarantee or a bankers cheque from a reputable bank in Kenya valid for 120 days from the date of closing date of the tender
2.13.1	<i>Tender shall remain valid for a period of 90 days from the date of opening</i>
2.16	<b>Deadline for Submission of Tenders</b> <b>Closing Tuesday 24<sup>th</sup> November , 2009 at 11am</b>
2.24	<i>Particulars of post – qualification if applicable</i> <ul style="list-style-type: none"> <li>• Valid Tax Compliance certificate a must</li> </ul>
2.30	10% of the contract price will be required from the winning bidder.

## **EVALUATION CRITERIA – ENVIROMENTAL MANAGEMENT SERVICES**

### **MANDATORY REQUIREMENTS**

- Audited and certified minimum annual turnover of Ksh. 1 million
- Must be a registered firm with at least 2 years experience in Environmental Management Services
- The firm must have a physical address and an administrative office-(Attach current lease agreement from landlord)
- Valid Tax Compliance certificate
- Proof of running contract in environmental management services
- Site visit form correctly filled and signed by EASA representative.
- Correctly filled confidential questionnaire
- Tender security of 1% of the contract price valid for 120 days ( as in the document)
- Provide **1 ORIGINAL** copy of the tender document clearly **marked original** and **3 other** copies marked **COPY** all placed in one envelope.

**Note: A bidder will automatically be disqualified from the next stage of evaluation if the mandatory requirements are not met. The tender document shall be properly bound and clearly paginated.**

### **A. TECHNICAL EVALUATION – 70 marks**

### **B. FINANCIAL EVALUATION – 30 marks**

#### **Technical Evaluation Criteria – 70%**

#### **Technical Evaluation Criteria**

No.	Parameters	scores	Remarks
1.	Give 3 companies' references of similar size to East Africa School of Aviation that you have successfully performed contracts in the last 2years. Provide proof on the company's letterhead and give authority for KCAA to consult them if need be. Provide copies of the contracts.	15	
2.	Give number of permanent qualified staff currently employed by your firm (provide copies of letters of appointment and PINs). Attach your organizational /company structure	5	
3.	1 supervisor with landscaping or botanic qualifications and not less than two years experience. CV to be provided and attached to the tender document	10	
4.	List equipments that you own/lease e.g. Garbage collection vehicle, tractor, Lawn mowers, Hand mowers, Slashers, Pruning implements, drainage gear, Portable knapsacks, Wheelbarrow, sprinklers and watering cans, Axes, Jembes, pangas, rakes, dash hoes and any other applicable tools for the tasks. Attach proof of ownership and if leased attach lease, Agreements.	35	
5.	Provide proposal on landscaping design of the main gate areas	5	

### **NOTE**

**The pass mark to proceed to the financial evaluation stage shall be 50 marks. Evaluation shall be done based on the evaluation criteria provided.**

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

### **TABLE OF CONTENTS**

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

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

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

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

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

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

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

or in executing the Contract.

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	A performance security of 10% of the contract price in the form of a banker's cheque or guarantee will be required from the winning bidder.
3.8	Payment shall be made on a monthly basis and payment process shall commence upon submission of invoice.
3.9	Prices shall be maintained for a period of one year.
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan Law
3.18	Kenya Civil Aviation Authority, P.O Box 30163-00100, NAIROBI, GPO.  Suppliers contact to be furnished.

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tendrerers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **SERVICES REQUIRED**

These services will cover the following area:-

East African School of Aviation

#### **Provision of Environmental Management Services**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **Scope of Work**

##### **DRAINAGE**

- ❖ The side drains and open storm water drains shall be maintained free of debris, silt, vegetation and any other movable obstacle at all times throughout the year.
- ❖ The closed slotted storm water drains shall be maintained free of debris, silt and any other obstacles at all times throughout the year.
- ❖ The closed slotted storm water drains shall be flushed using high-pressure water jetting equipment at least once every three months to remove accumulated debris and maintain the drains in good working order at all times including rodding the slots.
- ❖ The contractor shall replace all/any broken slabs on the closed slotted storm water drains within 24 hours of receiving a report of or identifying a broken slab. A warning sign must be provided immediately at the position of any broken slab to warn motorists of the danger posed by the broken slab.
- ❖ All debris, silt, vegetation and any other obstacles removed from the drains shall be immediately disposed off at approved disposal sites.

##### **GRASS CUTTING**

- ❖ Trees and shrubs in the areas detailed in the contract for grass cutting shall be pruned or cut as required and as directed by the Director General.
- ❖ Trimming of grass along the pathways, roadsides and parking edges shall be done daily.
- ❖ Grass cutting shall be carried out on a regular basis to ensure it is trimmed at all times throughout the year. Grass in all the areas as detailed in the contract shall not be allowed to exceed 20 cm in height at any time.
- ❖ Grass around light fixtures and other essential equipment shall be cut regularly with slashers to ensure that there are no obstructions at any time.
- ❖ Collecting of stones in all areas where grass is cut shall be done on a daily basis to ensure effective grass cutting with tractors.
- ❖ To protect and rid the grounds of pests, anthills and other destructive organisms
- ❖ Spraying weed killer on the weeds (especially grass) growing on the pavements of pathways, roadsides, parking areas and sports courts and removing the same manually.

## **GARDENING AND GRASS CUTTING IN FRONT AREAS**

- ❖ All flower gardens, trees and shrubs in the all areas shall be weeded and watered daily.
- ❖ Trees and shrubs in the all areas shall be pruned or cut as required and as directed by Administrative Officer or his representative
- ❖ Slashing of grass shall be done daily or whenever the need arises.
- ❖ Trimming of grass along the road kerb edges shall be done daily.
- ❖ Fertilization and adding manure to grass lawns to be done quarterly.
- ❖ Grass to remain green where water points are available and flowing.
- ❖ Grass cutting on all front areas shall be carried out on a regular basis to ensure it is trimmed at all times throughout the year. Grass in all areas as shall not be allowed to exceed 50 mm in height at any time.
- ❖ Pruning of flowers shall be done continuously with a minimum of twice a week in all front areas. In all other areas, pruning shall be done once a week as a minimum.
- ❖ All gardens and grass lawns shall be maintained free of litter at all times. Collection and immediate disposal of litter shall be done daily.
- ❖ Spraying of pesticides and herbicides on gardens, trees and shrubs shall be done as a minimum on a quarterly basis and whenever the plants are affected.
- ❖ New sets of flowers in the gardens shall planted to replace the old ones whenever the weather allows (or whenever required to maintain well kept gardens)
- ❖ Replacement of dead plants, unsuitable plants and repairs of supporting framework in the flowerbeds and hedges shall be done immediately whenever destroyed or damaged.
- ❖ Raking and tidying of flowers gardens shall be done daily.
- ❖ General maintenance of potted plants and flowers shall be done daily i.e. watering, pruning and removal of litter and cigarettes butts.
- ❖ Fertilization and adding manure to flower gardens, trees and shrubs shall be done on a basis quarterly as a minimum.
- ❖ Propagating of new plants in the nursery shall be carried out all the year round. This shall include decorative trees for use in occasions such as Christmas etc.
- ❖ Planting of extra trees and shrubs shall be carried out on instructions of the Administrative Officer or his representative.
- ❖ Trees shall be kept free of weeds by spot weeding a diameter of 1m around the tree. The base of the tree/shrub shall be covered with red soil
- ❖ Trees shall be neatly pruned at all times
- ❖ Spaying weed killer on the weeds (especially grass) growing on the road pavements and removing the same manually

## **GARBAGE COLLECTIION AND DISPOSAL**

- ❖ 5 20ltr poly bags shall be supplied to the kitchen daily for collection of garbage
- ❖ Garbage shall be picked and disposed daily to the designated area before disposal by the contractor
- ❖ Collection points should be kept neat at all times free from odor and foul smell.
- ❖ Garbage and containers should be stored in a manner that will not be vulnerable to dogs, cats etc
- ❖ The contractor is expected to have a garbage collection van to enable disposal at the appropriate dumping sites
- ❖ Garbage as shall be instructed shall be collected from any other locations within EASA as the need arises

## **The tools for this assignment shall be those of the contractor**

The contractor shall be required to maintain the highest standards of environmental services and decorum. The cleanliness required shall be to the satisfaction of the Director East African School of Aviation

### **Summary of main tasks**

- Grass cutting and disposal
- Cutting and trimming of lawn edges and disposal
- Trimming of perimeter fence and disposal
- Trimming of staff quarters fences and disposal
- Landscaping of main gate
- Maintenance of flower beds, application of farm manure, Red soil, weeding, tilling, removal of dead flowers, acquiring and planting of new flowers and watering
- Weeding, tilling and watering and Pruning large existing trees and disposal
- Collection and maintaining of litter at in the existing locations strategic locations
- Drainage – cleaning of storm waterways and clearing of rain water pools
- Sewerage maintenance and fumigation once monthly
- Pests and herbs control by eradicating ants, clearing ant hills and leveling ground, application of herbicides to kill shrubs and other plants On pathways, pavements, walls, courtyards and car parks
- Garbage collection from the kitchen area etc and disposal
- Labeling of memorial trees using durable tags.
- Cutting down unwanted trees and plants and disposing to designated areas as shall be instructed.
- Provision and placement of environmental protection notices in sensitive / designated areas ( e.g. do not step on the grass) as shall be instructed

### **Summary of areas to be covered**

- Kitchen area
- Administration
- Engineering Block/ILS/VOR/CWS
- Hostel Block
- Sports pavilion
- Sickbay
- Fields
- Lawns
- Flower beds
- Drainage systems
- Landscaping
- Pollution control
- Sewerage systems

## SECTION VI – DESCRIPTION OF SERVICES

KCAA will require the contracted firm to undertake the following tasks:-

### **SCOPE OF WORK AND SPECIFICATIONS**

<b>1</b>	<b>LAWNS</b> <b>(i) Grass cutting</b> <ul style="list-style-type: none"><li>➤ Cut grass to the standard level and dispose as shall be instructed</li></ul> <b>(ii) Cutting and trimming lawn edges</b> <ul style="list-style-type: none"><li>➤ Cut to the standard level as shall be instructed and dispose</li></ul>
<b>2.</b>	<b>GARBAGE COLLECTION</b> <b>(i) kitchen</b> <ul style="list-style-type: none"><li>➤ Supply of 5 pcs 20 litre polythene bags daily. Collection and disposal of garbage from the kitchen and litter bins on daily basis</li></ul>
<b>3.</b>  <b>4.</b>	<b>FENCES</b> <b>(i) Trimming perimeter fence</b> <ul style="list-style-type: none"><li>➤ Trimming and maintaining of fence on regular basis to the standard level as shall be agreed with the winning bidder</li></ul> <b>(ii) Disposal of cuttings</b>  <b>LANDSCAPING</b> <b>(i) Main gate areas</b> <ul style="list-style-type: none"><li>➤ Bidder to provide a proposal on the landscaping design. Landscaping shall be undertaken in liaison with the administrator of the project.</li></ul> <b>(ii) Flower beds</b> <ul style="list-style-type: none"><li>➤ Weeding, Tilling and Watering</li><li>➤ Applying Red Soil</li><li>➤ Applying Farm Manure</li><li>➤ Removing dead flowers</li><li>➤ Acquiring and planting new flowers</li></ul> <b>(iii) Trees and other plants</b> <ul style="list-style-type: none"><li>➤ Till, water and tend existing trees</li><li>➤ Pruning large Trees</li><li>➤ Labeling memorial trees using durable material friendly to the environment</li><li>➤ Cutting down unwanted trees and plants</li></ul>

## 5 POLLUTION CONTROL

### (i) Management of litter

- Maintain litterbins in strategic locations
- Sweeping car parks, pathways and pavements
- Provide and put environmental protection notices in sensitive areas using wooden plates size 1x1.5ft. Notices to be placed will be provided by the administrator of the project in liaison with the Director, East African School of Aviation

### (ii) Drainage

- Clean storm waterways
- Clearing of water pools

### (iii) Sewerage

- Unblock, flash, clean sewer lines regularly to be always in working condition
- Fumigate sewer lines once a month

### (iv) Pests and Herbs Control

- Clearing Anti- hills and levelizing grounds
- Eradicating the ants by applying pesticides
- Application of herbicides to kill shrubs and other plants on pathways, pavements, walls, courtyards and car parks

The attached site visit form should be dully signed by the Chief Administrative Officer or his/her representative after the site visit and attached to the tender document.

#### **Site visit is a must**

- ❖ tenderer is required to visit the site prior to submission of the quotation in respect of the tender to establish the magnitude of the job.

**The attached bills of quantities give measurement guide on the areas to be covered:**

## BILL OF QUANTITIES

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
<b>1. LAWNS</b>	<b><u>(A). Grass Cutting and disposal</u></b>		
	(I). Admin Block	SQM	11128
	(II). Eng Block/ILS/VOR/CWS	SQM	46400
	(III). Hostel Area	SQM	8800
	(IV). Car Park, pathways, pavements	SQM	1113
	(V). Dining Hall Area	SQM	1456
	(VI). Kitchen Quarters	SQM	5672
	(VII). Pathways & Roadsides	SQM	4080
	(VIII). Main Playgrounds	SQM	21535
	(IX). Sports Courtyards	SQM	399
	(X). Swimming Pool Area	SQM	634
	(XI). Staff Quarters ▪ Common Fields	SQM	26200
	(XII). Gate Areas	SQM	3432
	<b>TOTAL</b>	<b>SQM</b>	<b>130,849</b>
	<b><u>(B). Cutting and trimming Lawn edges</u></b>	M	2353
	<b><u>(C). Garbage Collection and disposal from kitchen and litterbins</u></b>	CBM Daily	Bidder shall supply qty 5, 20 Litre poly bags daily for garbage collection in the kitchen
<b>2. FENCES</b>	<b><u>(A). Trimming Perimeter Fence</u></b>	M	2560
	<b><u>(B). Trimming Staff Quarters Hedges</u></b>	M	3080
<b>3. LANDSCAPING</b>	<b><u>(A). Main Gate Areas</u></b> (Provide sample of landscaping design )	SQM	1200
	<b><u>(B). Flower Beds</u></b>		
	(I). Weeding, Tilling and Watering	SQM	3197
	(II). Applying Red Soil	Tones	40

	(III). Applying Farm Manure	Tones	8
	(IV). Removing dead flowers	NO	Where necessary
	(V). Acquiring and planting new flowers	NO	necessary
	<b><u>(C). Trees and Other Plants</u></b>		
	(I). Till, water and tend existing trees	NO	142
	(II). Pruning large Trees	NO	294
	(III). Labeling memorial trees	NO	Where necessary
	(IV). Cutting down unwanted trees and plants	NO	necessary
<b>4. POLLUTION CONTROL</b>	<b><u>(A). Management of Litter</u></b>		
	(I). Maintain standard litterbins in strategic locations to hold hand litter.	NO	21
	(II). Sweep car parks, pathways and pavements	SQM	1,113
	(III). Provide and put environmental protection notices in sensitive areas. Use wooden plates size 1X1.5 Ft	NO	21
	<b><u>(B). Drainage</u></b>		
	(I). Cleaning Storm waterways	M	1804
	(II). Clearing rain water pools	VAR	Where necessary
	(III). Unblock, flush, and clean sewer lines	M	1600
	(IV). Fumigate sewer lines	M	1600
	<b><u>(C). Pests and Herbs Control</u></b>		
	(I). Clearing Anti- hills and levelizing grounds	NO	19
	(II). Eradicating the ants by applying pesticides	LTR	Once Quarterly
	(III). Application of herbicides to kill shrubs and other plants on pathways, pavements, walls, courtyards and car parks	LTR	Once Quarterly

## **COST SUMMARY OF MAIN TASKS**

		<b>UNIT</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>1.</b>	<b>LAWNS</b>				
<b>2.</b>	<b>GABBAGE COLLECTION</b>				
<b>3.</b>	<b>FENCES</b>				
<b>4.</b>	<b>LANDSCAPING</b>				
<b>5.</b>	<b>POLLUTION CONTROL</b>				
	<b>GRAND TOTAL</b>				

**SITE VISIT FORM**  
**TENDER FOR ENVIROMENTAL MANAGEMENT SERVICES**

<b>Area</b>	<b>UNIT</b>	<b>Quantity</b>	<b>Please √ if Visited</b>
LAWNS	SQM	130,849	
KITCHEN/GABBAGE	LTR	Supply 5 x 20LTR polybags Daily	
FENCES	M	5,640	
LANDSCAPING (MAIN GATE AREAS)	SQM	1200	
FLOWERBEDS	SQM	3,197	
TREES	NO.	436	
WATER DRAINAGE	M	1,840	
SEWER LINES	M	1,600	
LITTER BINS	NO	21	
CAR PARKS, PATHSWAYS AND PAVEMENTS	SQM	1,113	

This is to certify that the named bidder visited the site and has been shown all the areas as required in the tender document for quotation purposes in the tender for Environmental Management Services

**CAO/EASA: Name ----- Signature -----Date-----**

**Official Stamp**

**CONTRACTORS: Name ----- Signature -----Date-----**

**Official Stamp**

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment

**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
 duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE FOR ENVIRONMENTAL MANAGEMENT SERVICES

Name of Tenderer \_\_\_\_\_

ender Number: KCAA/7/2009-2010

<b>Item</b>	<b>Description</b>	<b>Total Price - Vat inclusive (Kshs) per annum</b>
<b>2</b>	<b>Provision of Environmental Management Services</b>	

Signature of tenderer \_\_\_\_\_

Official Rubberstamp.

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between..... [Name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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	<p>Date.....Signature of Candidate.....</p>																				

**TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

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

[Name and/or description of the services]

(Hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[Name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

[Name of procuring entity](Hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

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

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

Supply.....

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

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[Name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....

*[Amount of guarantee in figures and words].*

We, the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

*[amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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

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

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