



EGERTON UNIVERSITY
P.O BOX 536-20115 EGERTON-KENYA
Email:- procurement@egerton.ac.ke

INVITATION TO TENDER (ITT) NO. EU/FC/02/2024-2025

TENDER FOR

**PROVISION OF LANDSCAPING & GROUND
MAINTENANCE, REFUSE COLLECTION & DISPOSAL AND
COMPREHENSIVE CLEANING SERVICES AT NAKURU CITY
CAMPUS COLLEGE, TEGEMEO INSTITUTE AND KENYATTA
CAMPUS FOR THREE (3) YEARS-LOT-II**

DATE OF NOTICE: THURSDAY, 22ND AUGUST, 2024

CLOSING DATE: FRIDAY 30TH AUGUST, 2024 AT 10:00 AM

1. All interested bidders with clarification requests to send to email address: **procurement@egerton.ac.ke** on or before **Tuesday, 27th August, 2024 at 2.00pm.**
2. The tender is reserved for **Youth owned enterprises under AGPO category only specializing in comprehensive Cleaning services).**
3. The items are in Three (3) CLUSTERS (Cleaning of Offices, halls of residence and landscaping Zone C & D), and will be awarded based on the lowest cumulative bidder in the three Clusters.
4. All bidders must note that Egerton University communicates only in writing to all interested bidders during the entire tendering process.

TABLE OF CONTENTS

PREFACE	iv
APPENDIX TO THE PREFACE	vi
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	vi
1. GENERAL	vi
2. PART 1 - TENDERING PROCEDURES.....	vi
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS	vii
4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS.....	vii
INVITATION TO TENDER	ix
PART I – TENDERING PROCEDURE	1
Section I - Instructions to Tenderers	1
A. General	1
1. Scope of Tender	1
2. Unfair Competitive Advantage.....	1
3. Fraud and Corruption	1
4. Eligible Tenderers	1
5. Qualification of the Tenderer.....	3
B. Contents of Tendering Document	3
6. Sections of Tendering Document	3
PART 1: Tendering Procedures.....	3
PART 2: Procuring Entity's Requirements	4
PART 3: 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. 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

E.		
	Evaluation and Comparison of Tenders	11
28.	Confidentiality	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 ward (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 1- 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
CONTRACT FORMS		64
1.	NOTIFICATION OF INTENTION TO AWARD.....	64
2.	NOTIFICATION OF AWARD - FORM OF ACCEPTANCE	66
3.	FORM OF CONTRACT	67
4.	FORM OF TENDER SECURITY (Bank Guarantee)	69
5.	FORM OF TENDER SECURITY (TENDER BOND)	70
6.	FORM OF TENDER-SECURING DECLARATION	71
PART II – PROCURING ENTITY'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 AND CONTRACT FORMS.....		75
SECTION VIII - GENERAL CONDITIONS OF CONTRACT.....		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 (ITT)

EGERTON UNIVERSITY

CONTRACT NAME AND DESCRIPTION: PROVISION OF LANDSCAPING & GROUND MAINTENANCE, REFUSE COLLECTION & DISPOSAL AND COMPREHENSIVE CLEANING SERVICES AT NAKURU CITY CAMPUS, TEGEMEO INSTITUTE AND KENYATTA CAMPUS FOR THREE (3) YEARS-LOT II

1. Egerton University invites sealed tenders for Provision of Comprehensive Cleaning, Ground Maintenance And Landscaping Services And Refuse Collection Services at Egerton University Nakuru City Campus, Tegemeo Institute And Njoro Campus For Three (3) Years-Lot-II
2. Tendering will be conducted under open competitive method (National Tender) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. The tender is reserved for Youth **owned enterprises under AGPO category only** specializing in comprehensive Cleaning services).
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0900 to 1500 hours** at the address given below.
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs.1,000 in cash or banker's cheque payable to Egerton University . Tenderers may also view and download the bidding document electronically from Egerton University website: www.egerton.ac.ke or Public Procurement Information Portal; www.tenders.go.ke at no cost and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums procurement@egerton.ac.ke.
6. Tender documents obtained electronically will be free of charge. Tenderers downloading documents from a designated Website shall advise the Procurement Entity that they have downloaded the tender documents, giving full contact addresses of the tenderer through procurement@egerton.ac.ke.
7. Tender documents may be viewed and downloaded for free from the website www.egerton.ac.ke or www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to procurement@egerton.ac.ke to facilitate any further clarification or addendum. **Egerton University will respond to the request for clarifications and send to all the interested bidders who have notified the University of their Interest in the tender as required by Tuesday 27th August, 2024 before 12.05 pm.**
9. All Tenders must be accompanied by a tender Securing Declaration Form for the tender
10. Completed tenders must be delivered to the address below on or before **Friday, 30TH August, 2024 at 1000 hours Local Time**. Electronic Tenders will not be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below.
12. Late tenders will be rejected.
13. The addresses referred to above are:

A. **Address for obtaining further information and for purchasing tender documents**

Egerton University

Procurement Office, 1st Floor Tender Section:

P.O. Box 536-20115 Egerton-KENYA **Email:**

procurement@egerton.ac.ke

B. **Address for Submission of Tenders.**

The Vice Chancellor

Egerton University

Procurement Office, 1st Floor Tender Section:

P.O. Box 536-20115 Egerton-KENYA

Email: procurement@egerton.ac.ke

C. **Address for Opening of Tenders.**

Egerton University

Procurement boardroom, Ground floor,

Invitation issued by: Amina C. Kemei

Designation: - Ag. Deputy Chief Procurement Officer (For Vice Chancellor)

Date:- 22ND August,2024

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 tender 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. 1 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 in directly 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 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 take 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 sub consultants 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 is be 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 is sued 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 1: 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 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 ITT6.3. 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 ITT10 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 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 ITT18.3. 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 in complete, 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 err 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 their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper 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 of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity specified in the TDS. The Tender Validity 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 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 of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, 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 withdraw sits Tender during the of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide 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.
- 21.10A 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 Reference number 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:
- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
 - b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. 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:

- a) Bear the name and address of the Procuring Entity.
 - b) Bear the name and address of the Tenderer; and
 - c) 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 un opened 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:
- 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
 - 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 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 initiated 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 are cord of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who a rep resent 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:
- a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) "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 of time, to rectify nonmaterial 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 nonmaterial 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 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 maybe.
- 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 there by 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 the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward 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 of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill shall not apply.

43.2 Where a Standstill 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 with in 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 and upon expiry of the Standstill 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 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.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Invitation to Tender (ITT) is: <i>EU/FC/02/2024-2025</i> The Procuring Entity is: Egerton University The name of the ITT is: PROVISION OF LANDSCAPING & GROUND MAINTENANCE, REFUSE COLLECTION & DISPOSAL AND COMPREHENSIVE CLEANING SERVICES AT NAKURU CITY CAMPUS, TEGEMEO INSTITUTE AND NJORO CAMPUS FOR THREE (3) YEARS-LOT-II. The number and identification of lots (contracts) comprising this ITT is: 1
ITT 2.1 (a)	Electronic –Procurement System shall not be used The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: <i>[Not applicable]</i>
ITT 2.2	The Intended Completion Date is 31 st December, 2027
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: None
ITT 3.4	The firms that provided consulting services; N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: NONE
B. Contents of the Tendering Document	
ITT 8.1	The pre-tender conference will not be held. All interested bidders with clarification requests to send to email address: procurement@egerton.ac.ke before or on Tuesday, 27th August, 2024 at 12.05pm.
ITT 8.2	Any questions in writing, shall reach the Procuring Entity not later than Tuesday, 27th August, 2024 at 12.05pm.
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works will be published at the website: YES
ITT 9.1	The Procuring Entity shall publish its response at the website: www.egerton.ac.ke
C. Preparation of Tenders	
ITT 13.1 (j)	The Tenderer shall submit the following additional documents in its Tender: As listed in the evaluation Criteria
ITT 14.1	Alternative Tenders shall not be considered.
ITT 14.2	Alternative times for completion insert shall not permitted. If permitted , the range of acceptable completion time is: N/A

ITT 14.3	Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services: None.
ITT 16.7	The prices quoted by the Tenderer shall not be subject to adjustment during the

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Performance of the Contract.
ITT 20.1	The Tender validity shall be 180 days .
ITT 21.8	The Procuring Entity shall declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a of: One year
ITT 22.1	In addition to the original of the Tender, the number of copies is: <i>One original in paper format and one copy in paper format, all must be paginated/serialized and initialized in the format of 1 of n, 2 of n ...where n being the last attachment of the submitted tender document.</i>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>Power of Attorney signed by the donor and duly witnessed by an advocate or counsel.</i>
D. Submission and Opening of Tenders	
ITT 24.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: Vice Chancellor Egerton University P.O. Box 536-20115 EGERTON-KENYA The deadline for Tender submission is: Date: 30TH August ,2024 Time: 10:00 am, Tenderers <i>shall not</i> have the option of submitting their Tenders electronically
ITT 27.1	The Tender opening shall take place at: Procurement department Boardroom Ground floor, Njoro Campus Date: Friday 30TH August,2024 Time: 10:00 AM
ITT 27.6	The Form of Tender and Price Schedules shall be initialed by at least three (3) representatives of the Procuring Entity conducting Tender opening as follows: i. <i>The name of the Tenderer and whether there is a withdrawal, substitution, or modification;</i> ii. <i>The Tender Price, per lot if applicable, including any discounts;</i> iii. <i>Any alternative Tenders; and</i> iv. <i>The presence or absence of a Tender Security or a Tender-Securing Declaration.</i> v. <i>Number of pages for each tender</i>
E. Evaluation, and Comparison of Tenders	
ITT 31.7	For comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

ITT 33.1

The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **KES**

The source of exchange rate shall be: **The Central bank or Kenya (mean rate)**

The date for the exchange rate shall be: **The deadline date for Submission of the Tenders.**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective components payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 33.</p> <p>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Day work where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date stipulated above.</p>
ITT 34.1	A margin of preference shall not be allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: NA
ITT 35.2	Additional evaluation factors shall be: As indicated in the evaluation criteria
ITT 49	<p>The Adjudicator proposed by the Procuring Entity is: To be confirmed</p> <p>The hourly fee for this proposed Adjudicator shall be: To be agreed by parties</p> <p>The biographical data of the proposed Adjudicator is as follows: To be confirmed and detailed after contract award.</p>
ITT 49	<p>The procedures 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 info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>For the attention: <i>Director General</i></p> <p>Title/position: <i>Director General</i></p> <p>Procuring Entity: <i>Egerton University</i></p> <p>Email address: <i>procurement@egerton.ac.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and <p>the Procuring Entity’s decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

The Procuring Entity will start by examining the tender to ensure it meets all respects of 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.

1) EVALUATION CRITERIA

Egerton University will consider the following three categories of criteria to evaluate the tenders.

(i). Preliminary tender requirements (ii). Technical capability assessment (iii). Financial Evaluation.

(iv). Due diligence (May be undertaken)

(a) PRELIMINARY EVALUATION RESPONSIVENESS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

No	Requirements	Tenderers response (YES or NO)
MR 1	<p>Statutory documents <i>N/B all Documents indicated as “Certified” must be certified by commissioner of oaths unless otherwise specified in the specific criteria item.</i></p> <ul style="list-style-type: none"> i. Attach a Certified copy of the valid copy of Registration Certificate /Certificate of Incorporation. ii. Attach Valid Tax Compliance Certificate and PIN Certificate iii. Copy of CR12 /CR3 for companies and sole proprietorship /Partnership respectively issued within 2 months before tender closure date (where applicable). iv. Attach a Certified Copy of a Valid & current AGPO certificate for the relevant group (Youth Enterprise) and complete full and legible copies of all Directors and shareholders whose name appear in the CR 12 certificate. (Certified by commissioner of oaths) v. Attach a Certified copy of valid Business Permit for 2024. vi. Attach a Certified copy of a valid Compliance Certificate from the National Social Security Fund (NSSF) vii. Attach a Certified copy of a valid Compliance Certificate from the National Health Insurance Fund (NHIF) viii. Attach 2024 or 2023 certified copy of evidence of annual returns CR 29 and annual returns payment Receipts in compliance with Companies Act 2015. ix. Provide a valid and Certified Copy of beneficial owners document (Form BOF 1) in compliance with Section 93A of the Companies Act 2015. x. Attach Certified Copy of the Workplace Registration Certificate (DOSHS 22) OSHA abstract and General register under Occupational Safety and Health Act, 2007 (OSHA). xi. Submit a valid license from Pest Control Products Board for use and offering pests control and fumigation services. xii. Attach Copy of a valid statutory Certificate for the Company confirming that the company carried out basic training in basic Occupational Health and Safety, Fire Fighting, First Aid). (To Certified by the Company that offered training). xiii. Attach valid and certified copy of National Industrial Training Authority (NITA) registration certificate. xiv. Submit a Certified valid license from NEMA for transportation and disposal of sanitary waste license together with Copies of Log book for the licensed motor vehicle. xv. Submit a Certified valid license from NEMA for transportation and disposal of Garbage collection to Nakuru and Nairobi County designated Dumpsites together with Copies of Log book(s) for the licensed motor vehicle(s). xvi. Attach NTSA inspection Certificate for the NEMA approved lorry above together with photo for a NEMA licensed Lorry which must be fully covered to minimize solid waste from falling out. xvii. Provide documentary evidence for remittances of statutory deduction namely NITA, NSSF, NHIF and Housing Levy for at least 40 staff members for the Months of March 2024 to July 2024. 	

MR 2	<p>Submission of the standard Forms (all standard forms must be filled as per the instruction in the bid document)</p> <ol style="list-style-type: none"> i. Duly filled, signed and stamped Confidential Business Questionnaire. ii. Duly filled, signed and stamped Form of Tender iii. Duly filled, signed and stamped price schedule iv. Duly filled, signed and stamped Tender Securing Declaration form attached in the standard forms of this tender document. v. Duly filled, signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015. vi. Duly filled, signed, and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice. vii. Provide a duly filled, signed and stamped Declaration and Commitment to the code of ethics. viii. Provide duly filled, signed and stamped Certificate of Independent Tender Determination. ix. Provide duly filled, signed and stamped Tender information form. 	
MR 3	<p>A written declaration that the service provider shall comply with all labour laws and the minimum wage guidelines during the entire of the contract as provided for in the Labour Institutions Act No. 12 of 2007 and the Regulation of Wages (Agricultural Industry) (Amendment) Order, 2022 as follows:-</p> <ol style="list-style-type: none"> (a) Monthly Wages for Nairobi, Mombasa, Kisumu and Nakuru Kshs.15, 201.65 House Allowance (15%) of the basic minimum monthly wage Kshs. 2,280.24 Total Wage Payable is Kshs. 17,482.00 (b) Monthly wages for all former Municipalities and Town Councils. Kshs.14,025.20 house allowance (15%) of the basic minimum monthly wage Kshs.2, 103.78 Total wage payable is Kshs. 16,129.00 (c) Failure to meet this requirement during the contract will be a ground for cancellation of the contract. The indicators for this are: <ul style="list-style-type: none"> • EU requesting for a tax Compliance certificates from KRA. • EU requesting for a Compliance certificate from NHIF and NSSF. • EU inviting ministry of labour to undertake compliance audit to the contractor. 	
MR 4	<p>Provide duly signed and stamped Copy of company's/firm's current Health and safety policy, Environmental policy, fire and safety policy and Personal protective equipment policy.</p>	
MR 5	<p>Proof of compliance with prevailing labour laws in respect to minimum wage. (Attach a valid certified letter from the Labour office)</p>	
MR 6	<p>The Tender MUST be submitted in the required format and sequentially serialized and initialized including all attachments in a format of 1 of N, 2of N,.....N where N is the last page of the submitted tender document and MUST have a clear Table of content.</p>	
MR 7	<p>Provide a Power of Attorney witnessed by an advocate indicating that the tender has been duly signed by the person lawfully authorized to do so.</p>	
MR8	<p>Duly filled, signed and stamped Addendum(s)/Clarification(s) issued must be attached and acknowledge adherence by the bidder. (<i>Where applicable</i>).</p>	
MR 9	<p>Attach Certified Copy of at least one of the Directors/Shareholder having undertaken Basic Training on Occupational Safety and Health, Fire Fighting, First Aid) –Attach Training Certificates certified by the Company that offered training).</p>	
MR 10	<p>Attach valid letters of no Objection by NEMA on Cleaning services and pest control/Fumigations Services.</p>	

MR 11	Copy of a valid National Authority Registration Certificate and practicing license (class 8) and above for building works to enable the Service Provider to carry out repairs of drainages and walkways as detailed in the bid document	
MR 12	Must Provide a valid copy of current work injury Benefit insurance cover under Work Injuries Benefits Act, 2012 (WIBA) minimum of minimum 40 employees) ,and Valid Contractual liability insurance policy cover of not less than Kshs. 5,000,000/- per event and Ksh.10, 000,000 aggregate. (Attach a valid copy of WIBA and contractual liability policy document to be certified by issuing insurance company/broker).	
MR 13	Attach a valid authorization letter from the Director Environment to dispose waste at the Nakuru County Designated Dumpsite.	
MR 14	Copy of a valid Pest Control License (FORM B ₁) issued by Pest Control product Board.	
MR 15	Provide duly signed and stamped copy of company's/firm's current staff recruitment policy.	

NOTE: Tenderers are required to PASS ALL the Mandatory Requirements to proceed to Technical Evaluation stage i.e., only bidders who PASS the Mandatory Evaluation stage shall proceed to the Technical Evaluation stage.

(B) TECHNICAL CAPABILITY ASSESSMENT

In order to increase objectivity in the evaluation, technical scores will be evaluated on a weighted basis whereby each evaluated item is assigned some weights based on their importance to **Egerton University**. Items to be considered and maximum scores assigned are tabulated in the table below:-

Item	Factor for Consideration	Marks
1	<p>Tenderers experience and Capacity</p> <p>Shall include determination of Experience in provision of Cleaning Services, Sanitary Collection Services, Refuse Collection and Ground maintenance/Landscaping Services in at least five sites where supplied.</p> <p>a) Attach Certified Copies of Contracts indicating amount awarded and Reference letters addressed to head of procurement Egerton University from the companies where bidder has offered Cleaning services. Services for five (5) Corporate Clients for the last 5 years each with at least Monthly rate of Kes.400,000.00 (15 Mks)-</p> <p>Five Clients = 15 marks Others prorated as follows;- N* 10/5 Where N is the number of Clients provider by the tenderer</p>	50

b) Attach Certified Copies of Contracts and Reference letters addressed to head of procurement Egerton University from the companies where bidder has offered Ground maintenance/Landscaping Services for Five (5) Corporate Clients in the last 5 years each with at least a Monthly rate of Kes.400,000.00 **(15 Mks)**-

Five Clients = 15 marks

Others prorated as follows;-

N* 10/5

Where N is the number of Clients provider by the tenderer

c)

i. Attach Certified Copies of Contracts and Reference letters addressed to head of procurement Egerton University from the companies where bidder has offered Refuse Collection and safe disposal for Three (3) Corporate Clients in the last 5 years each with at least a Monthly rate of Kes.300,000.00 **(20 Mks)**-

Three Clients = 15 marks

Others prorated as follows;-

N* 10/3

Where N is the number of Clients provider by the tenderer

ii. Attach Evidence for payment of inspection of waste disposal receipt to Nakuru County Government for disposal of garbage collection services for the 5 months i.e (March –July)-**5 marks**

2	<p>Personnel experience and Qualifications and experience of key and their certified CVs, copies of certificates and responsibilities (20 mks)</p> <p>1. Cleaners/Team leaders</p> <p>Provide at least 15 number of staff currently employed by your firm with basic training Occupational Safety and Health, Fire Fighting, First Aid) –Attach Training Certificates certified by the Company that offered training) of cleaners/team leaders -15 mks</p> <ul style="list-style-type: none"> • 5 staff trained in First Aid -5 marks • 5 staff trained in Fire Fighting -5 marks • 5 staff trained Occupational safety and Health -5 marks <p>2. Directors or Supervisors for Cleaning services (4 marks)</p> <p>With at least a Post-Secondary Educational qualifications (Minimum Diploma) in housekeeping or Public Health, attach CVs and certificates of the following Minimum staff required. (submit CV showing years of experience in the company)- Each 2 marks.</p> <p>3. Two Supervisors for Ground maintenance/landscaping services (4 marks)</p> <p>With Professional qualifications/Training for each supervisor; Diploma or above in either of the following areas: <i>Agriculture, Horticulture, Ornamental Science, Urban Forestry or equivalent.</i> (2Marks each).</p>	23
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Item	Factor for Consideration		Marks
3	<p>List of Cleaning Equipment / Machines owned by the Company:</p> <p>The following equipment will be required at University : Hooving machines, Scrubbing Machines, Hedge trimmers, Lawn mowers, High pressure machines, ladders to access high areas, protective clothing and gloves, sanitary bins, jembes, rakes, gardening shears, wall dusters, loppers, sprinklers, water pipes)</p> <p>Proof of below essential equipment (attach copies of ownership or lease agreements or purchase receipts)</p> <p>2 no.Hoover machines-2 marks 2 no Scrubbing Machine -2 marks 2 Two heavy duty lawn mowers; 9-13 HP -2 marks 2 brush cutters-2 marks 1 Tractor With Gyro mower -2 Marks</p>		10
4	<p>Financial Strength of the Tenderer</p>	<p>Provide certified Financial statements for last two years(2022 & 2023)</p> <ul style="list-style-type: none"> • Average turnover for the last Two year - 2 points for every Kshs. 25,000,000 handled (Max – 5Marks) • Liquidity ratio for two financial years (2022 & 2023): • Greater than 2:1 - 2 marks) • Equal to 2:1(1 mark each) • Less than 2:1(0 mark) • Proof of financial stability and ability to pay salaries in advance without depending on procuring entity ' s payment (working capital) (2Mks) • Provide proof of staff payment for the months of June 2024, May 2024 and April 2024 duly certified by your bank confirming that salaries were remitted through the Bank. (5 marks) 	15

5	<p>Methodology and work plan</p> <p>The work plan should conform to the requirements of the University.</p> <p>The methodology should outline detail of tasks that will be undertaken and duration for carrying out the cleaning services. Daily work schedule for carrying out the cleaning services should be provided.</p> <p>The methodology should comprehensively elaborate and not limited to on measures to be put in place in respect to security of Egerton University employee’s property, Egerton University property, and upholding confidentiality and uphold high Responsiveness and flexibility. The methodology should also capture health and safety precautions/requirements for the Service Providers Staff.</p> <ul style="list-style-type: none"> i. Cleaning Services Methodology and work plan- 5marks ii. Sanitary Collection And Disposal methodology and work plan-5 marks iii. Ground maintenance and landscaping methodology and work plan -5 marks iv. Refuse Collection methodology and work plan -5 marks 	20
6	<p>Work Program / Operation Plan / Schedule of Cleaning:</p> <ul style="list-style-type: none"> a) Submit proposed schedule of cleaning, Ground maintenance and Refuse collection services - 2 marks b) Submit cleaning, Ground maintenance and Refuse collection services sample checklist for operationalization – 2 marks 	5
	TOTAL	123 Marks
	PASS MARK	80%

The pass mark for technical evaluation is **80%**. Only bidders who pass technical evaluation shall proceed to financial evaluation.

The technical requirements carry a **123 marks maximum** score with a cut off score of **80%**. Any tenderer who does not meet the cut-off score will not be eligible for financial evaluation.

The procuring entity reserves the right to carryout independent investigations to verify the accuracy of information provided.

c) FINANCIAL EVALUATION:

The Financial evaluation will involve the following:-

- i. Checking of the arithmetic errors.
- ii. **Bidders Must Attach A Proposed Salary /Wages Including All Applicable Statutory Deduction for 70 Cleaners & Gardeners and 4 Supervisors**
- iii. Confirming that the responsive bids from the Technical evaluation criteria tender sum has incorporated the payment of :-
 - a. *Minimum Wage for 70 Cleaners & Gardeners and 4 Supervisors,*
 - b. *Operational costs without service compromise hence the contract sum should be able to take care of the said minimum wages and all the costs related to operations,*
 - c. *Payment of all statutory deductions namely NSSF, NHIF, NITA, Housing Levy and all taxes applicable.*
 - d. *Allowable /reasonable profit margin*
- iv. The bidders who meet the above criteria in (ii) above will be ranked from the lowest tender sum to the highest .The lowest cumulative bidder for all clusters will be recommended for the award

N/B Bidders who quote below the Government minimum recommended wages per employee as per the current prevailing Labour laws shall be disqualified.

d) Recommendation for award

The winning bidder will be the lowest evaluated bidder among those who will have passed the financial evaluation above except where other conditions are not met as specified in the tender document.

SECTION IV - TENDERING FORMS

The bidder shall be required to fill the following forms attached.

1. Duly filled and signed Form of Tender
2. Submit duly filled and signed confidential questionnaire
3. Submit a duly filled and signed Certificate of Independent Tender Determination.
4. Submit a duly filled and signed Self Declaration of the Tenderer (Form SD1 & SDA2)
5. Declaration and commitment to the code of ethics.
6. Tender information form
7. Price schedule

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*

iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

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

To: *[Insert complete name of Procuring Entity]*

- 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 specified in TDS 19.1 (as amended if applicable) 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 ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- 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];*
- l) **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 Recip	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.
- m) **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;
- n) **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) 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 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer:..... **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:..... ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:..... *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed..... *[insert date of signing]* **day of** *[insert month], [insert 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	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 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.

	Names of Partners	Nationality	Citizenship	% Shares owned
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..... (*Name of Procuring Entity*) 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	Tenderer 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.		
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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	involved in the implementation or supervision of the 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 _____
_____ [Name of Procuring Entity] for: _____
_____ [Name and number of tender] 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 ever 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 SD1

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.** for.....(*insert tender title/description*) for(*insert name of the Procuring entity*) 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 CORRUPT OR 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.....
..... for(*insert tender title/description*) for(*insert name of the Procuring entity*) 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..... (*insert name of the Procuring entity*) 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 here in 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) APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 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

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers 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 1.1above.

2.2 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 be low 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 sub section (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;

3. 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 tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. 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;

4.1 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 a warding 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:
 - a) 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
 - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - c) 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 recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act 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 inspect²all 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 rendering, 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.

² Inspections 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:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*
 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.
 In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.
In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
 - i) Legal and financial autonomy
 - ii) Operation under commercial law
 - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
- 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.
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 Tenderers 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 and a list of Board of Directors.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. 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 there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. 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.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No.____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - 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 Procuring Entity 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 Procuring Entity's Tendering document.

then the guarantee 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.

4. 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)twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of

Purchaser] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

.... Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer] Dated on day of..... [Insert date of signing]

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, 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			

7. 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.

Item of equipment		
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	

8 FORM PER - 1

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.

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>

9. FORM PER-2:

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

Name of Tenderer

Position [#1]: <i>[title 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:	
	Job title:	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 PRE-QUALIFICATION

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.

10 FORM ELI -1.1

Tenderer Information

Form

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-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 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: <ul style="list-style-type: none">• 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 and a list of Board of Directors.

11. 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 and a list of Board of Directors.

12. 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 in dispute (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			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> 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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. _____ and _____ title: _____

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	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

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 statements¹ for the _____ years required above ; and complying with the requirements

¹If 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.

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	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.

15. 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 subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

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

16 FORMFIN-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.

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					

17. FORM EXP-4.1

General Construction 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: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18 FORM EXP -4.2(a)

Specific Construction and Contract 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				

19. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

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.

1. 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 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:				

³If applicable

	Information
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.

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

1. The Specifications and Priced Activity Schedules

Date: _____, ITT No: _____, Alternative No: _____						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1.	Provision of Refuse Collection and Safe Disposal at Egerton University					
2.	Provision of Cleaning services					
3.	Provision Of Sanitary Collection Services					
4.	Ground Maintenance Services					
					Total Tender Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

Name of Tenderer*[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

2. 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].

3. 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].

4. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

7. PRICE SCHEDULE FOR 3 CLUSTERS

NAME OF TENDER: PROVISION OF LANDSCAPING & GROUND MAINTENANCE, REFUSE COLLECTION & DISPOSAL AND COMPREHENSIVE CLEANING SERVICES AT NAKURU CITY CAMPUS, TEGEMEO INSTITUTE AND KENYATTA CAMPUS FOR THREE (3) YEARS-LOT-II

TENDER NUMBER: EU/FC/02/2024-2025 – (3 CLUSTERS)

The contract will cover Njoro Main Campus, NAKURU CITY Campus College, Kenyatta Campus and Tegemeo Institute.

NAKURU CITY CAMPUS COLLEGE, Kenyatta Campus and TEGEMEO INSTITUTE

SPACE CAPACITY FOR OFFICES, LIBRARY, COMPUTER LAB, PARKING AREA, CLOAK ROOMS AND CANTEEN AT NTCC- EGERTON UNIVERSITY

ITEM NO	NAME OF BUILDING	NAME OF OFFICE/ ROOM	AV. SIZE/ AREA (SQ. M.)			
1	NTCC WEST END CAMPUS	Procurement (G5)				
		Procurement				
		G6				
		G10				
		G14				
		G7				
		G3				
		G11				
		G2				
		G12				
		G15				
		G16(Registry)				
		M4/3				
		F3				
		M6				
		B 23-28 and former SUEU office				
		F1				
		M5(ICT)				
		UNISSA 1				
		UNISSA 2				
		F2 (CORDINA TOR)				
		DEAN SECR				
		DEAN OFFICE				
		G19				
					Office Total Area	<u>1,156.3948</u>
		KITCHEN (G19)				
		Canteen				

		Kitchen and canteen Total Area	<u>63.9152</u>
	Library		
		Library Total Area	<u>700.8239</u>
	Cloakroom (2 floors)		39.025432
2	Kenyatta Campus		
	Offices	As per the price schedule	
	Washrooms	As per the price schedule	
	Corridors and verandas	As per the price schedule	
	SUMMARY BREAKDOWN		
	APPROXIMATE TOTAL AREA LECTURE/ LEARNING		2,535.033833
	APPROXIMATE TOTAL AREA FOR OFFICE SPACE (SQ. M.)		1,500.12
	APPROXIMATE TOTAL AREA FOR		773.392
	APPROXIMATE TOTAL AREA FOR CLOAK ROOM SPACE (SQ. FT)		227.5574352
	APPROXIMATE TOTTAL AREA FOR PARKING/RESTING SPACE (SQ. FT)		640.84 922
	APPROXIMATE TOTAL AREA FOR BOARDROOM SPACE (SQ.FT)		64.3797
3.	KOKEB BUILDING NAKURU CITY		
S/No.	Description of service	Unit	Quantity and physical unit
1	Cleaning services-Terazzo floor	SM	1,080
2	Cleaning services (existing building) ceramic floor-Terazzo and Ceramic Tiles	SM	301
3	Cleaning services washrooms (ceramic floor)	NO	13
2	VCT BUILDING NJORO		
S/No.	Description of service	Unit	Quantity and physical unit
1	Cleaning services Screed floor	M ²	600
3	Cleaning services washrooms (ceramic floor)	NO	11

3. FACULTY OF HEALTH SCIENCE: SPACE CAPACITY FOR OFFICES, LIBRARY, COMPUTER LAB AND CLOAK ROOMS-NAKURU CITY				
ITEM NO.	NAME OF BUILDING	NAME OF OFFICE/ ROOM	AV. SIZE/ AREA (SQ. M.)	
1	FHS	Lecture rooms		
2		HS1		
3		HS2		
4		HS3		
5		HS4		
6		HS5		
7		HS6		
8		HS7		
		HS8		
		LECTURE ROOM TOTAL AREA		738.6479
		OFFICES		
9		DEAN'S OFFICE		
10		AR'S OFFICE		
11		EXAM'S OFFICE		
12		REGISTRY		
13		COD CLN MED		
14		CLN MED OFFICE		
15		OFFICE TOTAL AREA		219.8178
16		LIBRARY		80.5111
17		COMPUTER LAB		80.5111
18	SKILLS LAB		80.5111	
19	BOARDROOM		46.231	
20	RECEPTION(dean's)		17.432	
21		5 WASHROOMS (LADIES)	34.8375	
22		5 WASHROOMS (GENTS)	41.805	
23		WASHROOMS LADIES	11.47315	
24		WASHROOMS GENTS	13.2847	
25		GROUND MAINTAINANCE	2000	
26		WASHROOM TOTAL AREA	<u>101.4004</u>	
27		HS8	89.27	
28		HS9	92.024	
29		HS10	98.036	
30		HS11	105.74	
31		LECTURE ROOM TOTAL AREA	385.02	
32		SEC' OFFICE 1	22.2628	
33		SEC' OFFICE 2	10.0332	
34		COD 1	22.2628	
35		COD 2	24.864	
36		SECURITY	14.5521	
37		OFFICE TOTAL AREA	54.55	

38	STORE	16.9078
39	WASHROOM	10.4048
40	WASHROOM LADIES	6.503
Clinical Medicine	Office and Boardroom	22.2628
	WASHROOM	6.503

4. TEGEMEO INSTITUTE –NAIROBI CITY

This is a masonry stone building, the university with floor with a total area of SQM2

Description of services:

General cleaning, scrubbing, hooving, cleaning of Ceramic tiles, terrazzo, vacuum cleaning of carpeted areas walls using appropriate methods.

Cleaning and removal of cobwebs, dusting of walls, doors, floors, and windows, using appropriate detergents and methods.

S/No.	Description of service	Unit	Quantity and physical unit
1	Office space with PVC	SM	203.28
3	5 toilets	NO	11
	Provision of 3 sanitary bins	pcd	3

PRICE SCHEDULE

Name of Tenderer _____ Tender Number _____. Page ___ of ____.

Provision of Refuse Collection and Safe Disposal at Egerton University

Tender Name: _____

Tender Number: _____

Tenderer’s Name: _____

CLUSTER 1.

N O	DESCRIPTIO N OF AREAS	COST PER MONTH(Kes)	COST FOR (36MONTHS)
	MAIN CAMPUS - NJORO		
1.	All Students Hostels & SWS Facilities, Kitchens and Catering Units		
2.	All Business Premises: JCR, Tatton, New Students Center/Mess, Hollywood, River View		
3.	University Main Gate, New Anatomy		
4.	All Roads: Both main (Tarmac) and Feeder roads within the entire University, except Farm roads		
5.	All Offices, Lecture Halls/Theaters and Libraries		
6.	All Staff Quarters: Turkana Flats, Tree Top Flats, AH, BH, BF and CH Houses		
7.	Teaching Nursery, Kilimo Secondary, Kilimo Primary, Egerton Primary, KCB, Confucius Institute, UNESCO, VCT, Dairy Plant, Water Treatment and TAP		
	NAKURU CITY CAMPUS		
8.	NTCC – Faculty of Health Science Building		
9.	KOKEB Building		
10.	West End Campus Center Campus		
11.	Kenyatta Campus		
12.	Tegemeo Institute –Nairobi City		
	SUB-TOTAL FOR REFUSE COLLECTION (Kes)		

CLUSTER 2 CLEANING SERVICES

CLUSTER 2 CLEANING SERVICES						
BUILDING AND SPACE DESCRIPTION	UNIT	approx. Plinth Area in M ² /NO of Toilets	MONTH (inclusive of VAT)	TOTAL COST FOR 36 MONTHS (inclusive of VAT)	FLOOR TYPE	
NAKURU CITY CAMPUS COLLEGE -WEST End campus						
Office Total Area	SM	1,156.62				Tiles
Kitchen and canteen		63.9152				Screed
Library		700.8239				Screed
Cloakroom (2 floors)		39.02543				
Supply of antibacterial hand wash 300ml-400ml in all office	No	40				
Supply and installation jumbo dispensers in office blocks only	No	40				
Supply of 100 pcs of jumbo Tissue paper- Premium Quality Hanan /Fay or equivalent	PCS	100				
Supply of High Quality air freshener -300ml in all office blocks -Monthly Tropical or Equivalent	No	100				
SUB- TOTALS FOR NAKURU CITY CAMPUS OFFICES/LECTURE HALLS (inclusive of VAT)						

KOKEB BUILDING						
S/No.	Description of service	UNIT	approx. Plinth Area in M ² /NO of Toilets	MONTH (inclusive of VAT)	TOTAL COST FOR 36 MONTHS (inclusive of VAT)	FLOOR TYPE
1	Cleaning services-Terazzo floor	SM	1,080			Terazzo
2	Cleaning services (existing building) ceramic floor-Terazzo and Ceramic Tiles	SM	301			Terazzo
3	Cleaning services washrooms (ceramic floor)	NO	13			tile's
	SUB-TOTAL FOR KOKEB					

VCT BUILDING NJORO				2	3	4
S/No.	Description of service	Unit	Approx. Plinth Area In M ² /No Of Toilets	Month Cost (Inclusive Of Vat)	Total Cost For 36 Mont Hs (Inclusive Of Vat)	Floor Type
1	Cleaning services Screed floor	M ²	600			
3	Cleaning services washrooms (ceramic floor)	NO	11			
SUB-TOTAL FOR VCT						

FACULTY OF HEALTH SCIENCE: SPACE CAPACITY FOR OFFICES, LIBRARY, COMPUTER LAB AND CLOAK ROOMS				5	6	
ITEM NO.	NAME OF BUILDING	NAME OF OFFICE/ ROOM	AV. SIZE/ AREA (SQ. M.)	Month Cost (Inclusive Of Vat)	Total Cost For 36 Mont Hs (Inclusive Of Vat)	
1	FHS	Lecture rooms				
2		HS1				
3		HS2				
4		HS3				
5		HS4				
6		HS5				
7		HS6				
8		HS7				
		HS8				
		LECTURE ROOM		738.6479		
		OFFICES				
9		DEAN'S OFFICE				
10		AR'S OFFICE				
11		EXAM'S OFFICE				
12		REGISTRY				
13		COD CLN MED				
14		CLN MED OFFICE				
15		OFFICE TOTAL AREA		219.8178		
16		LIBRARY		80.5111		
17		COMPUTER LAB		80.5111		
18	SKILLS LAB		80.5111			
19	BOARDROOM		46.231			
20	RECEPTION(dean's)		17.432			
21		5 WASHROOMS (LADIES)	34.8375			

22		5 WASHROOMS (GENTS)	41.805		
23		WASHROOMS LADIES	11.47315		
24		WASHROOMS GENTS	13.2847		
25		GROUNDS MAINTAINAN	2000		
26		WASHROOM TOTAL	<u>101.4004</u>		
27		HS8	89.27		
28		HS9	92.024		
29		HS10	98.036		
30		HS11	105.74		
31		LECTURE ROOM TOTAL			
32		SEC' OFFICE 1	22.2628		
33		SEC' OFFICE 2	10.0332		
34		COD 1	22.2628		
35		COD 2	24.864		
36		SECURITY	14.5521		
37		OFFICE TOTAL AREA			
38		STORE	16.9078		
39		WASHROOM	10.4048		
40		WASHROOM LADIES	6.503		
	Clinical Medicine	Office and Boardroom	22.2628		
		WASHROOM	6.503		
SUB-TOTAL FOR FHS					

TEGEMEO INSTITUTE -					
S/No.	Description of service	Unit	Quantity and physical unit	Month Cost (Inclusive Of Vat)	Total Cost For 36 Mont Hs (Inclusive Of Vat)
1	Office space with PVC	SM	365		
2	5 toilets	NO	11		
3	Provision of 3 sanitary bins	pcs	3		
4	Ground maintenance, Flower and compound cleaning	SM	594		
SUB-TOTAL FOR TEGEMEO					
TOTAL FOR TEGEMEO					

CLUSTER 3 –SANITARY COLLECTION

1	2	3	4	5	6	7	8
Service No.	Description of service	Unit	Delivery date	Quantity and Physical Unit	Unit price per change	Total Monthly price per service (Col.5*6)	Total Contract price for 36 Months
1	Supply of Foot pedal Sanitary Bins 20 Ltrs	Pcs	Collection and disposal every two weeks	50			
TOTAL FOR PROVISION OF SANITARY COLLECTION SERVICES							

CLUSTES 4 GROUND MAINTENANCE SERVICES

Zone C: Hostels, Halls, Offices, Mess/ Restaurants and Business Sections

NO	DESCRIPTION OF AREAS	Area - M ²	Month Cost (Inclusive Of Vat)	TOTAL COST 36 MONTHS+V AT
1	River view	62,838		
2	Medical to Tree Top road	2,000		
3	River side A and B	13,572		
4	Hollywood Hostels, Buruburu Hostels to Laundry	39,960		
5	Upper Main Mess to Pathology Triangular field	26,668		
6	Deans Office, Old Hall, JF Kennedy, Mama Ngina, Uganda, Barrette, JRC, Student counseling and Thornton	54,541		
7	Students Centre/Restaurants grounds, Lavington, New hostels M1, M2, F1, F2, F3, New Mess/Hall	11,862		
8	Maringo	19,450		
9	Ruwenzori	19,500		
10	Tatton, Argentina, Nairobi, Eldoret, Mombasa	133,700		
11	Water Treatment and police post	22,000		
	SUB TOTAL FOR ZONE C			

Zone D: Grounds Maintenance

1.	Faculty Of Commerce - VCT	3,264		
2.	Kenyatta Campus - Gate/Mess, Admin sections, Hostels, Staff Houses A, Play field/path sections, Dispensary/ Apiary and Staff Houses B	94,808		
3.	Tegemeo Institute - Nairobi	1,645		
4.	Nakuru City Campus College - NCCC (Kokeb, FHS, West side Campus)	40,000		
	SUB TOTAL FOR ZONE D			

Drainages maintenance and repairs “as a when required” at Zone C

	Item description		Area - M ²	Month Cost (Inclusive Of Vat)	TOTAL COST 36 MONTHS+ VAT
1	Riverside and Riverview	Masonry slabs	358		
2	Buruburu, Hollywood, Laundry area	Masonry slabs	804		
3	Upper Mess, New Mess, FK Kennedy Mess, CBD, Taifa, Barrette, Uganda, Mama Ngina - Pathology, Old hall, Thornton down to Estate Department	Masonry slabs	1,732		
4	Maringo-Ruwenzori, New Mess, New Hostel, Lavington, Students Centre	Mix Masonry slabs, Concrete and Open ground	1048		
5	Tatton, Argentina, Nairobi, Eldoret, Mombasa	Masonry slabs	790		
	Total Drainage for Zone C				

HEDGE TRIMMING PRICING SCHEDULE

Even, continuous and constant clean Maintenance of hedges to give a neat and tidy appearance and to achieve best results achievable for low and high hedges. All services done on a monthly circle.

No.	DESCRIPTION OF SECTIONS WITH HEDGES	Hedges (Lm)	Month Cost (Inclusive Of Vat)	COST FOR (36MON THS)
1.	River view	791		
2	River side A and B	153		
3	Hollywood Hostels, Buruburu Hostels to Laundry	2,764		
4	Maringo to Hollywood	1,225		
5	Ruwenzori	540		
6	Tatton, Argentina, Nairobi, Eldoret, Mombasa	2,592		
	Subtotal For Hedges			

FLOWER GARDENS PRICING SCHEDULE

Regular Maintenance of flower gardens through thorough weeding, trimming, irrigation, disease and pest control and clearing of all garden arising. All services done on a monthly circle

No.	DESCRIPTION OF AREAS WITH FLOWER GARDENS	Flower Garden (Sqm)	Month Cost (Inclusive Of Vat)	Amount 3 years
1.	River view	1,485		
2	River side A and B	950		
3.	Hollywood Hostels, Buruburu Hostels to Laundry	5,844		
4.	Dean of Students, Old Hall, JF Kennedy, Mama Ngina, Uganda, Barrette, JRC, Student counseling and Thornton	3,834		
5.	Students Centre/Restaurants grounds	776		
6	Maringo	592		
7.	Ruwenzori	568		
8	Tatton, Argentina, Nairobi, Eldoret, Mombasa	1,740		
	Subtotal For Flower Gardens			
	GRAND TOTAL FOR GROUND MAINTENACE CLUSTER 4			

GRAND SUMMARY TABLE

S/NO	ITEM DESCRIPTION	MONTHLY RATE (KES)	YEARLY RATE (KES)	3 YEARS RATE (KES)
1.	Provision Of Refuse Collection and safe disposal			
2.	Provision of Comprehensive cleaning			
3.	Provision Of Sanitary Collection Services			
4.	Ground Maintenance and landscaping Services (Zone C & D)			
5.	TOTAL AMOUNT TAKEN TO FORM OF TENDER FOR 3 YEARS			

N/B

MINIMUM EXCPECTED NUMBER OF STAFF -0

70 Cleaners & Gardeners and 4 Supervisors

TOTAL -74

I.e. the above Number MUST be at present all the time during the Contract period.

NOTES

The quantity of tissues provided is sufficient to cater for the targeted offices.

The jumbo Tissue dispenser units will be left in the institution after the contract is completed.

And the bidder will carry out maintenance and repair the jumbo tissue dispensers during the Contract period.

That paper and litter should be collected and disposed of appropriately.

All verandas and corridors should be cleaned daily and kept dry at all times Laboratories, workshops, human anatomy complex and hospitals Collection of garbage from above specified areas be done daily before 8.00 am

Cleaning and sweeping of pavements and verandas including cleaning of storm water drainage should be done daily.

All pavements around these areas should be cleaned daily. Cleaning of drainages to be done 3 days a week

All bins in the school/institution including offices and outside should be lined at all times and change daily when need arises at most twice a day

All dustbins in the school to be lined

Enough liners bags to be provided for all dustbins I the offices and litter bins in the Compounds

Cleaning of floors surfaces areas should be on a daily basis morning and afternoon Scrubbing with hot water, soap, and hand brush and machine if needed be.

Table's surfaces MUST be disinfected after cleaning with a disinfectant approved by the university

Provision of Toilet Papers, Hand Washing Soaps and Air Fresheners in all offices block

That paper and litter should be collected and disposed of appropriately.

All verandas and corridors should be cleaned daily and kept dry at all times **Laboratories, workshops, human anatomy complex and hospitals** Collection of garbage from above specified areas be done daily before 8.00 am

Cleaning and sweeping of pavements and verandas including cleaning of storm water drainage should be done daily.

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Cleaning of floors surfaces areas should be on a daily basis morning and afternoon Scrubbing with hot water, soap, and hand brush and machine if needed be.

Table's surfaces MUST be disinfected after cleaning with a disinfectant approved by the university

Provision of Toilet Papers, Hand Washing Soaps and Air Fresheners

Supply of moth balls, air fresheners, and antibacterial liquid hand washing soaps shall be provided to all wash rooms except halls of residence where moth balls will be provided on urinal bawls and regular spraying of air fresheners done on washrooms. Toilet papers 20 No. of high quality brilliant white toilet papers shall be provided to executive offices as directed. Samples of the toilet paper, hand soap and air fresheners should be approved by University representatives.

High quality brilliant white toilet papers shall be provided always to 20no executive offices as directed. This includes 1no. For director wash room at Tegemeo institute.

WORKING HOURS

–Monday to Friday's 6.00 a.m. To 6.00 p.m offices

Monday -Sunday & Sunday and public holidays 6.00 am. To 6.00 p.m. Hall of residence cleaning of external areas for the offices to be maintained clean always.

Signature of tenderer _____

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

1. The award of contract will be done to the lowest bidder on the cumulative tender price based on the lowest evaluated bidders
2. All prices to be inclusive of all applicable taxes.
3. The winning bidder shall be required to provide the stewards/supervisors with Identification badges.
4. The winning bidder before contract execution, is expected to provide certificates of good conduct for the stewards and will have sensitized the staff while providing proof of basic training in the assigned roles and Occupational Health and Safety inclusive of COVID -19 sensitization.
5. All prices to be inclusive of all applicable taxes.
6. Price quoted shall be for three years (36 months)
7. The service provider must provide staff transport for the employees assigned to various stations bearing in mind that most of *the Authority's sites are located in isolated places with minimum or no public transport at all. (Should provide evidence of ownership and/or lease of suitable mode for staff transport).*

Authorized Official:

Name

Signature, date and official stamp

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 you may:

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

D). The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tenderer]</i>

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)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

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 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 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 and received by us before the Stand still 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 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 is due to end at midnight on [insert date] (local time).

The Standstill lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill may be extended as stated in Section 4 above. regarding this Notification please do not hesitate to contact us.

If you have any questions

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. 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]*forexecutionofthe*[nameoftheContractandidentificationnumber, 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 28days 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 AuthorizedSignature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4 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 WHERE OF, 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]*

_____ *[Authorized Representative]*

[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 (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:

- a) 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
- b) 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 irrelative names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

5 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 four 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* _____

above _____

*: 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 REQUIREMENTS

SCOPE OF WORKS AND SPECIFICATIONS & SERVICES REQUIRED

These services will cover the following areas whose scope of works/services has been given in the terms of reference and the number of staff stipulated in every cluster.

1.0 OPERATIONAL DEFINITION OF TERMS

- **Outsourcing:** Is defined as the process of involving the private sector actors in undertaking solid waste management.
- **Sustainable Management:** Defined as the ability to keep a system running indefinitely without depleting resources, maintaining economic viability, and also nourishing the needs of the present and future generations.
- **Waste management** is the collection, transport, processing, recycling or disposal, and monitoring of waste materials and usually relates to materials produced by human activity. This is generally undertaken to reduce their effect on health, the environment or aesthetics. Disposal of waste is where the intention is to permanently store the waste for the duration of its biological and chemical activity, such that it is rendered harmless.
- **Contract:** Barron defines a contract as a promise, or set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. Contracts for collection and marketing of recyclables are often referred to as bilateral contracts, which Barron defines as contracts in which there are mutual promises between two parties to the contract, each party being both a promiser and a promisee.

The Environmental Management and Coordination Act (1999)

The Environmental Management and Coordination Act which came into law in 1999 and the subsequent regulations provide the guidelines and procedures for Solid Waste Management in Kenya.

Part 12 (a) of the second schedule of Environment Management and Coordination Act

(EMCA 1999) states that, “Environmental Impact Assessment (EIA) and Environmental

Audits (EA) shall be carried out for waste disposal including site for solid waste disposal”.

Further Part VIII Section 87(1) states that “no person shall discharge or dispose of any wastes whether generated within or outside Kenya, in such manner as to cause pollution to the environment or ill health to any person.” Section 89 states that, “any person who, at the commencement of the Act, owns or operates a waste disposal site or plant or generated hazardous

waste, shall apply to the Authority for license under this part, within six months after the commencement of this Act.”

2.0 BASIS OF SERVICE LEVEL AGREEMENT

The Service Provider has absolute responsibility for the safe and legal disposal of all solid waste and all arising(s) from all operations described in this specification and for all costs incurred for such disposal of whatsoever nature and this shall normally take place immediately on completion of each task but at the very latest by the end or within a monthly phase.

The parties to this Service Level Agreement are Egerton University and the Outsourced Service Provider.

This Service Level Agreement and the

- Specification,
- Commitments,
- And performance indicators

Incorporated within it shall be binding on all parties.

The Specification shall be implemented and carried out to its full extent by the Service Provider.

Notwithstanding the binding nature of the Service Level Agreement, it shall as required by the regulatory or legal obligation, or as the need arises, be subjected to

- Internal and external scrutiny and audit by the University body,
- Best value service review.
- And continuous Improvement.

Obligation to Best Value

In order for Egerton University to fulfill its obligation – To ensuring high standards of cleanliness and safety of University environments, in terms of price and quality, the Service Provider will be expected to align itself with

- The full procurement requirements,
- Be with the best practice elsewhere.

This will require consistent standards of service delivery across the Zone Coverage for the duration of the Service Level Agreement. The Service Provider will therefore proactively engage with and contribute to these objectives and processes.

3.0 BID SPECIFICATIONS FOR GARBAGE COLLECTION

Qualifications of Contractor:

The Egerton University shall require submission with the proposal of supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible.

Thus the Contractor will be required to furnish the following information:

1. Must be a NEMA licensed agent for Solid Waste and bearing the following requirements:
The Contractor will be required to keep all necessary records of disposal and submit reports that comply with local, county and environmental reporting legislation under NEMA.
2. Satisfactory evidence that the Contractor has been in existence as a going concern in excess of two (2) years and possesses not less than 2 years' actual operating experience as a going concern in secondary materials management or solid waste management.
3. Satisfactory evidence that the Contractor's experience as a going concern in municipal services or private business derives from operations of comparable size to that contemplated by this proposal. Details shall include length of other contracts, name and size of municipality, nature of service provided, and the name of the contact person at the municipality in question.
4. Evidence that the Contractor is in good standing within the jurisdiction. Evidence that the Contractor is licensed to do business or a sworn statements, attach logbooks, lease agreements that it will take all necessary action to become so licensed if its proposal is accepted.
5. Furnishings: Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide refuse collection, removal and disposal services.
6. Must own/posses necessary equipment, machinery for handling personnel to undertake collection, sorting, transporting and ensure proper disposal of all solid waste. The contractor must have suitable garbage truck for collection and disposal.
7. Must have approved truck/vehicle by the County Government for carrying of solid waste. All trucks and other collection equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.
8. Environmental Compliance: Disposal of solid waste must meet ALL applicable local, county/NEMA legislations relating to solid waste collection and disposal.
9. Collection: Garbage is to be picked up on a daily schedule, weekly schedule from each collection point/household in the University limits for six days.

10. Hauling: All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
11. Disposal - All refuse collected for disposal by the Contractor shall be hauled to Giotto dumping site in NAKURU CITY and site charges shall be the sole responsibility of the Contractor.
12. Complaints must be handled properly within 24 hours.
13. To provide at least Three (3) references.
14. Proposed cost is based on a-per monthly service cost for providing service.
15. Terms of contract - two years.
16. Licenses, Permits and Fees: The Contractor shall obtain all necessary licenses and permits and promptly pay all fees required by any governmental agency.
17. Indemnity: The Contractor shall indemnify, hold harmless, and exempt the University, its officers, agents, proceedings, claims, demands, damages, costs, expenses, fines and attorneys' fees resulting from injury to person or damage to property arising out of work done in the performance of this contract. The Contractor shall also indemnify and hold harmless the University from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, fines and attorney fees resulting from violations of state or environmental laws pertaining to solid waste collection and disposal.
18. Deadline for Bid submittal:_____

4.0 CLASSIFICATION OF WASTE

4.1 Material to be collected

Exactly which materials and which specifications of materials are to be collected, maybe grades of paper and kinds of plastics. This include current and projected tonnages of each material, including historical trends, program growth and any other information to help bidders better understand how much material the program will generate.

4.2 Types of Waste

The methods for handling and disposing of waste differ considerably depending on each type and specific requirements. The different types of solid waste can be classified into different types depending on their source and are subdivided as follows:

a. Garbage or Household waste –

Garbage is the solid or semi-solid waste incidental to preparing, cooking, and serving food, and cleaning of food service items. It does not include rubbish. Garbage is classified as edible or non-edible. Edible garbage is that part of the garbage which is suitable for animal food such as scrap meat and vegetables. Non-edible garbage is that garbage which cannot

be used for animal food, such as tea leaves, bones, and egg shells.

b. Rubbish –

Rubbish consists of wastes which originate in business service facilities as Central businesses/shops, cyber space's, printing quarters and offices. It includes items such as wastepaper, plastics, wood, metal, glass, ashes, and broken or damaged crockery. Rubbish may be classified as combustible or non-combustible depending upon whether or not it can be burned.

c. Hazardous Waste –

This include Bio-medical or hospital waste as infectious waste, agricultural, industrial and other toxic chemicals and produce a large amount of hazardous waste.

d. Removal of Arising –

Any cuttings or other mowing arising which land on hard surfaces, shrub borders or flower beds as mowed grass, leaves along roads, pathways, around offices and lawn sections shall be cleaned up and removed immediately on completion of mowing or upon visible leaf falls across the entire service area.

e. Removal and disposal of carcasses –

Any sight or report on dead creatures should be properly disposed immediately in conjunction with the Estates Department on identified area for disposal, unless or otherwise termed a risk by Veterinary (Animal Health) or Public Health Departments.

4.3 Garbage, Rubbish Collection Truck Requirements

At all locations, refuse is collected in truck(s) and other equipment that are designed specifically for this purpose. This specialized equipment has many advantages over equipment which is not designed for refuse collection purposes. Such advantages include low loading height, large refuse capacity, complete load envelopment, built-in compaction mechanism, rapid unloading of refuse, and water proofing.

In the event that it is necessary to alter other trucks to meet collection requirements, the following alterations should be made:

- a. Truck beds must be made as watertight as possible;
- b. A suitable cover such as canvas or chicken wire must be provided to keep refuse from blowing off; and
- c. If desired, the sides of the truck may be built up to increase capacity

Damage

Any damage(s) caused by the truck or movement of waste to pavements, gardens or any other items, including the tarmac roads, due to

- using inappropriate equipment,
- using equipment inappropriately,
- spilling of wastes or fuel

Shall be rectified by the Service Provider within 24 hours while pillages shall be cleaned up immediately using a method appropriate to the surfaces or areas affected

4.4 Solid Waste Collection Cycles

Frequency of collection of garbage and other refuse shall be daily and continuous. As a general rule, refuse especially household waste collection should be executed at least twice week. This cycle of collection will reduce the fly population by breaking the fly's life cycle.

Garbage from all food service facilities, homes and similar facilities is to be conducted on a daily basis while from all other facilities is to be collected at least twice a week basis.

The zones within the University are mainly from student hostels, staff residential areas, offices and all generated waste can adequately be stored temporarily in dust bins or receptacles for day(s) before collection and disposal.

5.0 THE SCOPE – NJORO CAMPUS, KENYATTA CAMPUS, NAKURU CITY CAMPUS AND TEGEMEO INSTITUTE NAIROBI CITY

- Main Gate Entrance, New Anatomy, VCT and Beeston gate Security house
- All Students Hostels and SWS Facilities; Tatton – Eldoret, Mombasa, Nairobi, Argentina, Ruwenzori, Maringo, New Hostels Barrette, Mama Ngina, Old Hall, Dean of Students offices, Uganda, Taifa, Buruburu, Hollywood, Riverside and River View
- All Lecture Theatres/Halls, Libraries and Main Faculty Buildings and Administrative/other respective Offices; FASS building, FASS Theatre I&II, B's, Dairy Plant & offices, Faculty of Science – Chemistry Block, Biology, Physics and Mathematics, Agro Science Park, INCIP, TAP, Veterinary, Animal Science, Engineering – Workshops & offices, Estates, Procurement, Transport, ARC, Swimming Pool, Research, Quality Assurance, CODL, Pensions, Bookshop, Gift Shop, Post Graduate, KCB, Senior Common room, Physiology, Gender, Medical, Pathology Labs/Offices, FEDCOS, Nutrition, Kilimo Hall, Main Library, Holland, Soil Science/Horticulture, Computer Science, Old Boardroom, Biological Science offices/labs and Field 7
- All 169 Staff Quarters Units in Turkana flats, AH/BH/CH and Treetop flats
- All extension offices/facilities; Confucius Institute, Teaching Nursery, D.M.R.M (marketing), BUGS, ISO, Int. Linkages, School Based, UNESCCO, Water Department, Water Treatment, Public Health and Horticulture Field 3, Dog Section, Security, Kilimo Secondary/Primary and Egerton Primary ⁶

- All Major/Feeder Roads – Egerton Avenue, Turkana road, Mwalimu, Gambia, Njoro, Tanzania, Uganda, Cycle road, Medical – Treetop road, Omamo road, Maziwa road and road from Transport to Beeston gate
- All Car parking bays, Footpaths/Pavements sections, playgrounds/fields/courts sections, swimming pool surroundings
- All Business Premises at JCR/CBD, Tatton, New Students Centre, Riverside/River View, Hollywood and Maringo
- NTCC – Faculty of Health Science Building
- NTCC – WEST End

1.0 Introduction

SPECIFICATIONS FOR OUTSOURCING OF GROUNDS MAINTENANCE SERVICES

Basis of Service Level Agreement

The parties to this Service Level Agreement are Egerton University and the Outsourced Service Provider.

This Service Level Agreement and the Specification, Commitments and performance indicators

Incorporated within it shall be binding on all parties. The Specification shall be implemented and carried out to its full extent by the Service Provider.

Notwithstanding the binding nature of the Service Level Agreement, it shall as required by the regulatory or legal obligation or as the need arises, be subjected to Internal and external scrutiny and audit by the University body, best value service review and continuous Improvement.

2.0 General Specification and Conditions

2.0.1 Inspection of Locations –

Before submitting a bid, bidders shall be held to examine all the locations specified herein where work is to be performed, and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contract, for any negligence on their part.

2.0.2 Project Manager

The Estate Manager, or his designated representative, shall be the Project manager and he/she will coordinate activities, audit billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

Monitoring

Monitoring of the standards set out in the specifications incorporated herein shall be undertaken by the following methods:

Service Provider Monitoring

The Service Provider shall have in place an approved system of self-monitoring that ensures that the standards set out in the Service Level Agreement and specifications are maintained throughout the duration of the agreement and across its entirety.

The Service Provider shall make weekly reports indicating

- Tasks that have been completed at the appropriate time to the requisite standard,
- And tasks that have not been completed on time to the necessary standard.

University Monitoring – Estate Department

The University through the project Manager shall utilize an in-house monitoring system as per the laid down Procedure for Maintenance of University grounds in order to cross-check the service provider's returns.

Non-conformance

Where any of the above monitoring methods indicate the non-completion of scheduled or other work – a non-conformance – the Service Provider shall be informed immediately either by official correspondence, monthly review meetings, emails, phone calls or by personal communication with the Service Provider's staff on ground for immediate remedial action to be taken.

These communications shall be recorded as a non-conformance in the Estates monitoring register or tool indicating the cause of non-conformance, its location and date, and method of communication and time/date of contact with the Service Provider.

The Service Provider shall on receiving such a communication

- bring the works into a complaint standard – a rectification – within 5-10 days of notification (unless or otherwise elsewhere in the specification) without penalty,
- the rectification shall be duly noted in the monitoring register, and surcharges made as appropriate,

Or

- the Service Provider shall give an explanation that if accepted as reasonable by the University set standards, shall result in the non-conformance being rectified by a mandatory compliance date, also recorded in the monitoring register, without penalty and payment made as appropriate.

Deduction of Payment

- Failure to rectify a non-conformance as set out in these protocols – that is within 5-10 days or by the mandatory compliance date – will result in deduction of payment to the Service Provider equivalent to the quantity and value of the works on the given occasion as set out in the tendered rates, frequencies and schedules of the service, plus any reasonable administration charges associated with the non-conformance.
- For the sake of clarity, deduction of payment shall be based on the measurement unit of the non-conforming task (square or linear meters or number of items) multiplied by the unit rate given in the pricing schedules for each occasion.

User Satisfaction

The Service Provider shall provide a system of regular user evaluation, based on customer satisfaction forms and/or surveys. Reports on these evaluations together with any recommendations for changes to the service specification shall be submitted to the PIT/PIC through The Estates Department in the Annual Service Plan referred to above.

2.0.3 Cancellation / Termination Option

The University reserves the right to cancel the contract by giving thirty (90) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice. The contractor may cancel the contract by giving the University (90) thirty days written notice of such intention.

All notices are effective upon the date of receipt.

2.0.4 Change and/or Contract Modifications

The University reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence. Changes of any nature after contract award, which reflect an increase or decrease in requirements of cost, shall require a written change of service to be issued by the Project manager.

2.0.5 Laws and Regulations

The contractor shall keep himself/herself fully informed and comply with all local, state, laws and regulations.

Any permit, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor to the relevant authority.

2.0.6 Protection of Property

The contractor shall be responsible for protecting and preserving from damage any and all facilities which are adjacent to the area where the work is being performed. If any damage is done, it shall be made good to approval of the project manager at no cost to the University.

2.0.7 Time and Progress

It is understood and agreed that “time is of the essence,” in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence as to complete any work required under the contract within the shortest reasonable of time. Contractor must have equipment and personnel capable of finishing entire area of contract within two (2) weeks.

2.0.8 Equipment and Materials, Inspection and Liability

The Administrator shall have the right to inspect all equipment and materials which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with the requirements of this contract may be rejected by the University.

2.0.9 Safety Equipment, Proper Clothing, and Appearance

All personnel working on grounds shall be responsible for wearing safety equipment requirements and proper clothing and have identification badges All personnel shall maintain a clean and neat appearance.

2.0.10 Scope of work and separation of responsibilities

Contractor general responsibilities and requirements

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.

Resources, Materials and Planning

The Service Provider will be absolutely responsible for the timely planning, management and administration of the service, ordering of all materials, execution of and conformance with all works in a safe and legal manner, bearing of all costs, fully resourcing with office, storage, staff, tools, machinery and a resident mechanic, monitoring of and reporting on the service, and rectification of any damage caused due to its own or its employees’ actions, for the entire service as set out in this specification.

This clause applies comprehensively to the entire service level agreement and specification for the whole service throughout its duration unless otherwise authorized by or amended through the change control mechanism.

Liabilities

The Service Provider shall be absolutely responsible and liable for the cost and completion of any rectification works and replacement materials or plants required as a result of its negligence, poor practice or failure to comply with any term, condition or standard within the Specification.

Contractor shall furnish

1. All transportation
2. All equipment and necessary supplies including but not restricted to: mowers, edgers, blowers, spreaders and sprayers.
3. The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in bid item, in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the grass shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of 2" and maximum of 4". The contractor shall have enough equipment and personnel to complete each mowing cycle at each site contracted for.
4. Under no circumstances shall the University be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

2.0.11 Method of Payment

The completed work will be paid for at the contract unit price for the contract items, which shall be payment in full for all labor, equipment, and materials required to satisfactorily complete the work described therein.

The contractor shall furnish an invoice in duplicate, for services rendered every month for their labor and equipment. The billing shall contain, if applicable, adjustments for additions, deletions or change in service. The University will pay the billed monthly amount in accordance with bid rate. Payments will be processed immediately after receipt of duly submitted invoice but receipt of payments by contractor may be delayed due to accounting procedures.

3.0 TECHNICAL SPECIFICATIONS

3.0.1 Lawn Maintenance/ Mowing

This schedule details the standard of grass cutting operation in terms of the maximum permissible height of 5cm to which the grass can be cut on each occasion, typical gyratory frequencies required to achieve these limits monthly, special requirements or weather variation/seasons – dry and heavy rains.

On each occasion that grass cutting takes place the following requirements must be achieved

- An even cut,
- To the requisite height,
- Across 100% of the Zone surface area for coverage,

1. Maintenance Height

Grass shall be maintained at a height of 3-5cm and shall at no time be allowed to exceed the maximum permissible height of 5cm.

2. Frequency

Lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor on the whole estate/ area covered under the contract.

All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet grass conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.

This standard is usually achieved by mowing the grass on 2-3 occasions during the rainy season between April to October at intervals of approximately 9-14 days, with at least 1-2 occasional cuts outside this – in drought conditions.

Should grass exceed the maximum permissible height, it shall be brought back into conformance in accordance with the monitoring and payment deduction protocols set out in this specification and all arisings must be removed.

For the sake of clarity, failure to achieve the grass cutting standard and to bring it back into conformance within 7 days of notification, or by the mandatory compliance date, shall result in deduction of payment based on the area of non-conforming grass, multiplied by the unit rate given in the pricing schedules for one occasion, plus any reasonable administration charges associated with the non-conformance.

Removal of Arising's

Any cuttings or other mowing arisings which land on hard surfaces, shrub borders or flower beds shall be cleaned up and removed immediately on completion of mowing across the entire service area and disposed at approved location within the University at contractor's expense. No clippings shall be transported outside the University.

Pre-mowing Litter Removal

Litter on areas to be mown shall be removed immediately prior to mowing.

Machinery

All grass cutting machinery used across the entire range of standards shall be appropriate and fit for the purpose of achieving the requisite standard. Cutting blades shall be kept sharp to minimize grass damage.

Damage

Damage caused to grass, gardens or any other surfaces, including tarmac and paving, due to Use of inappropriate equipment, Using equipment inappropriately, failing to take account of weather and / or surface conditions Spilling fuel shall be rectified by the Service Provider within forty-eight hours. Spillages shall be cleaned up immediately using a method appropriate to the surfaces affected.

Grass Edging Maintenance – Finishes

All edges shall be maintained and finished in a neat and sharp condition.

Chemical Control of Obstacles, Margins and Edges

The use of appropriate herbicides to restrict growth around obstacles, margins and edges shall be permitted but only to the extent that chemical 'burn' does not exceed close to garden edges and shall not be permitted at all along bed edges.

3.0.2 Flower garden and hedges maintenance Specifications

The service provider will maintain the gardens and hedges in a weed free condition.

In order to define the term 'weed-free', as a general guide, all flower beds/gardens shall be considered to be unacceptably weedy when any weed has; produced ripe seed, or is more than 10 cm high, or the density of weed cover, where any weeds are more than 5 cm high, exceeds 10% of an area.

Plants in flower shall be dead-headed throughout the growing season in accordance with good horticultural practice.

Beds shall be kept weed-free by appropriate gardening methods throughout the growing seasons without damaging plants or surrounding grass edges.

Plants shall be maintained in a healthy condition throughout the growing season, free of pests and diseases using, where necessary, pesticides approved for the purpose.

Irrigation

Watering of beds shall take place as often as is necessary to maintain active growth during the drought period, with adequate water penetration on each occasion throughout.

Pests and Diseases

Shrubs shall be maintained in a healthy condition, free from pests and diseases, by recognized cultural methods and the application of pesticides approved for the purpose.

Pruning

Pruning shall only be carried out by skilled members of staff who understand the principles behind, and reasons for pruning operations.

Shrubs shall be pruned according to good horticultural practice for the species concerned and shall follow the natural shape and inclination of the plant unless circumstance or design dictates otherwise.

Additionally, as and when necessary, any shrubs that overhang paths impede access to adjacent buildings or block light shall be pruned in accordance with good horticultural practice.

Hedge Cutting

Hedges shall have a neat and tidy appearance and shall be cut in such a way as to achieve a straight and level surface along the tops, sides and ends.

The height, width and ends to be cut back to the previous occasion's surface level. All arisings to be cleared and disposed of appropriately.

Frequency of Hedge Cutting: Hedges are to be cut once monthly.

Weed Control on hedge areas

All hedges and hedge bases shall be maintained in a weed, litter and debris free condition throughout the year.

Hazards

Any imminent dangers, for example, though not exclusively, fallen or unstable trees or limbs, shall be reported immediately to the Estates Department. Additionally, the Service Provider shall bring to the attention any works that should be carried out to avoid a probable hazard resulting from trees, especially those along power lines.

3.0.3 Playgrounds Maintenance specifications

A playground includes any play areas, safety surfacing, fences, gates, litter bins and any other associated items within and including the surrounding fence or boundary demarcating the area of the playground.

Playground Maintenance

Collect all litter from the site, including the contents of all litter bins, Ensure that all grass is maintained to the standards of the playground/area, Ensure that any site drainage gullies are clear, Check for weed growth.

Playground Hedge and Tree Pruning

As and when necessary, any potentially hazardous vegetation in or near the play area shall be cut back so as to minimize or remove the hazard. This would include brambles, sharp hedging or overhanging low branches etc.

3.0.4 Drainages – Maintenance of storm-water drainages Specifications

All storm-water drainage channels and general surfaces shall be kept in a clean, tidy condition, free of litter, mud, broken glass, excrement and other debris.

After rain, any clogging on culverts or persistent stagnant water shall be removed including grass areas becoming damaged and puddle/swampy.

Check for weed growth that may give rise to more permanent damage or displacement of paving.

Ensure that any site drainage gullies are clear.

SCOPE OF THE WORK FOR CLEANING SERVICES

WORK SCHEDULES AND SPECIFICATIONS

These services will cover the following areas:-

- (i) Carpeted area
- (ii) Non carpeted area

The cleaning services will require the contracted firm to undertake the following tasks: -

1. Cleaning will be done twice per day i.e. morning and afternoon.
2. Thorough cleaning will be done every Saturdays.
3. Remove rubbish from all areas, dirt, stains cobwebs, spills or foreign objects and generally ensure that they are free of any blemish;
4. Ensure that all areas are free from any foul or unpleasant odours by maintaining their cleanliness;
5. Ensure that all polished or smooth surfaces retain their shining gloss by regular polishing with the right quality polish;
6. Provide all toilets accessories including high quality white tissue paper, hand wash soap, disinfectants, air freshener and step on sanitary bin and ensure supply is consistent throughout the contractual period;
7. Collect and dispose all rubbish, dirt, waste materials or refuse from the building to places designated for the purpose;
8. Fumigate the buildings once every two (2) months for insects, rodents and any other pests;
9. Check the working conditions of drainpipes, main sanitary apparatus, sewer lines, water pipes; Clear, unblock/unclog all storm water drainages (open and closed drainages). Report to the Authority any fault for rectification.
10. Thoroughly scrub and polish the floors once a week;
11. Wipe, dust or clean all desk tops, workstations, computer surfaces, shelves etc. with recommended cleaning agents;
12. Hoover all carpeted areas daily;
13. Thoroughly clean and dry all carpets once a month;
14. Clean desks, cabinets, tables and chairs with soap, water and polish where necessary once every three (3) months;
15. Keep all walls clean at all times.
16. Laundering of all curtains in every office once every month.

Description of Services

	TASKS	REQUIREMENTS/ AREAS	DELIVERABLES
1	Remove from all areas specified in the contract; rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that they are free of any blemish	All areas	Clean, washed, dustless, polished & rubbish free area throughout

2	Ensure that all areas are free from any foul or unpleasant odours by maintaining their cleanliness	All areas	Cleaning, wash, dust & use air fresheners
3	Ensure that all polished or smooth surfaces retain their shining gloss by regularly polishing them with the right quality polish	All required areas	Polish by use of high quality polish (well-polished smooth surfaces throughout)
4	a) Provide all toilets accessories including:-		
	High quality white tissue papers per toilet unit	Daily (based on usage)	Ensure availability of supply throughout the day for the contractual period
	Hand wash soap / shampoo in a dispenser	Daily (based on usage)	Ensure availability of supply throughout the day for the contractual period
	Disinfectants	daily	Ensure availability of supply throughout the day for the contractual period
	<ul style="list-style-type: none"> • Air freshener in the offices and toilets • Provide peddle bins 	Daily	Ensure availability of supply throughout the day for the contractual period
	Step on sanitary bin in ladies washrooms changeable weekly	Changed weekly	Ensure availability throughout the contractual period
	b) Ensure all sanitary facilities are: - Distained - Degreased - Disinfected - Cleaned	Daily	Ensure compliance
5	Collect and dispose all rubbish ,dirt ,waste materials or refuse from the building to places designated for the purpose (solid waste transfer station with compliance to statutory regulations)	All areas daily	Provide high quality waste baskets & ensure they are emptied regularly
6	Provide dustbins, waste paper baskets and other garbage/refuse containers in all offices and all other areas necessary for garbage collection.	All relevant areas daily	Provide waste baskets & ensure they are emptied regularly
7	Fumigate the buildings once every two (2) months for insects, rodents and pests	All areas	Fumigate with recommended chemicals (provide compliance and

			certification of pest control products board)
8	Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drain and to report to the Authority any fault for rectification; clear/unblock/unclog closed and open storm water drainages	All relevant areas daily	Ensure cleanliness and report defects
9	Thoroughly scrub and polish the floors once a week	All areas	To be done every Saturday
10	Wipe, dust or clean all desk tops, workstations, computers surfaces, shelves etc. with recommended cleaning agents	All offices daily	Ensure all surfaces are free from dust throughout
11	Hoover all carpeted areas daily	Carpeted areas	To be done every morning
12	Thoroughly wash all carpets once a month	Carpeted areas	Provide a signed report from the EGERTON UNIVERSITY
13	Keep all walls clean at all times by dusting and cleaning and disinfecting.	All areas daily	Cleaned and dustless walls
14	Cleaning and polishing of all glass areas	Weekly	Dirt and dust free glass areas

CARPETS

- To be vacuum cleaned regularly using dry-Hoover machine
- Carpets should be maintained free from pins, stains, debris and dust.
- Carpet shampooing to be done once a month and whenever the need arises.

OFFICE TABLES/DESKS

- To be cleaned using high quality sheen provided by the contractor daily.
- Tops to be free from dust and cobwebs.
- Photocopiers, computers, Printers, Telephone sets and wires should be free from dust and fluff.
- All accessories and equipment should be left in correct positions.

DOORS & DOORFRAMES

- Should be free from soapy water stains & dust.
- Doors handles and locks should be free from marks, fluff and should be shiny.
- Doors that do not close easily and hinges that make noise should be brought to the attention of the Office Administrator.

LIGHT SWITCHES & POWER SOCKETS

- Switches and sockets should be free from dust marks, fluff and stains.
- Cracks on switches and sockets should always be brought to the attention of the Administration Officer.

WINDOWS

- Should be clean leaving no streak marks or spots using windowlene or similar provided by the contractor.
- Should be free from dust and oily stains (both internally and externally).
- They should be free from dust and cobwebs

FLOORS (PVC/CERAMIC/TERRAZO FLOORS).

- Should be scrubbed as appropriate using Rotary Machine once a week, including polishing by use of care free 2/encore polish or similar and buffing to shine.
- Daily mopping using care free 3-floor maintainer or similar and buffing using rotary scrubbing machine or other machines of similar nature.
- Always ensure there are no polish deposits.
- Tools for use will be provided by the contractor.

WASTE PAPER BINS

- Should be well positioned and emptied regularly and externally clean.

SKIRTING

- Free from dust, carpet fluff and stains

CLOAK ROOMS

Tissue papers & paper/hand towel tissue (Only at the Offices)

- Supply of high paper quality tissue papers 100% virgin material, two hundred sheets per roll, excellent wet strength, perfect perforation dust free caps for single one-sided embossing, super soft and gentle and paper/hand towels by the contractor to all cloak rooms on daily basis.
- Ensure there is tissue paper in the toilets at all times of the day.
- Hand/paper towels white, solvent resistance, abrasion resistance, tear resistance, high absorption speed shall be provided for all the toilets for drying of hands on a daily basis.

Toilet

- Seats and enclosure piping and water closets should be shiny with no stains.
- Inside toilet bowls should be free of marks and stains.
- Water seal level should not be marked by stains.
- Toilet brush holder should be clean and free from marks, stains and fluff.
- Toilet paper holder and inlet should always be clean.
- Pipe leading from the toilet bowls should always be clean.
- Toilet papers supplied by the contractor shall be available and suitably positioned as agreed
- Sanitary bins should be provided in all ladies wash rooms both at Nakuru City Campus, Tegemeo and Kenyatta Campus. The service provider should ensure that those bins are emptied and cleaned always

Hand wash basins

- Basins, drains, chains, plugs, soap dishes and taps should be free from stains and dry. One soap (medium) daily shall be provided in each site as shall be instructed by the Administration Officer.
- Underneath basin fittings free of stains, dust, fluff and streak marks.

Mirrors

- Top edges free from dust
- Entire mirror free from stains, fluff and streak marks
- Entire mirror shiny always.

Walls and surroundings

- Walls should be dry, shiny and not stained.
- Clean and free from dust & cobwebs.

Urinals

- Clean & free from debris.
- Toilet balls provided by the contractor always correctly placed.
- Free from soap-build-up & stains.
- Drains unblocked cleaned and free from bad odour.

Hand washing soap

Supply of hand washing liquid soap to all cloak rooms to be done daily

PUBLIC AREAS

1. Corridors and entrances

- Always free from dust, stains, mud and debris (floors and walls).
- Dustbins free from dirt & properly positioned
- Electric sockets & switches free from finger marks dust & stain.

• Reception areas

- Entire floor clean and free from dust stain and litter.
- Clean skirting always
- Reception desks & chairs always clean & shiny.
- Sockets & switches free from dust and cobwebs.
- Door mats & mud scrappers free from mud and dust.

Uniforms and protective gear

- All contractor's employees should wear identifiable uniforms while on duty and ensure they are always in clean and good condition
- All employees must wear name tags with contractor's identification
- There should be a supervisor on site or on call
- All employees to be provided with protective gear such as gloves, dust masks and gumboots

- The contractor to provide client with details of the employees including copies of national IDs

OBSERVATION OF OCCUPATIONAL SAFETY AND HEALTH REGULATIONS & PRACTICES

The contractor will be required to ensure strict adherence to current Occupational Safety and Health regulations in the workplace.

ADDITIONAL INFORMATION TO TENDERERS.

The 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

NO	FOCUS AREAS	MAIN TASKS
1	Windows	Cleaning, removal of cobwebs, dusting and polishing
2	Doors	Cleaning removal of cobwebs, dusting, disinfection of common hand reach areas
3	Ceiling and ceiling fixtures	Cleaning, removal of cobwebs and dusting
4	Glass walls and metal frames	Dusting and cleaning and polishing were necessary
5	Lighting units	Removal of cobwebs and dusting
6	Grills	Cleaning, dusting and washing
7	Wall fixtures	Dusting and removals of cobwebs
8	Curtains	Washing (once every month)
9	Common hand each areas in walls, doors, desks, pillars	Disinfection
10	Metal roof rails	Dusting, removal of cobwebs and disinfection
11	Building Eaves and Sun breakers	Dusting and removal of cobwebs
12	Building Pillars	Dusting, cleaning and disinfection
13	Lifts	Cleaning and disinfection
14	Staircases and rails	Cleaning, polishing and disinfecting
15	Parking lots	Clearing, degreasing, removal of waste and grit
16	Pavements	Cleaning
18	Garbage Transfer station	Safe storage of waste and cleaning after transfer of waste
19	Sentry house	Cleaning
20	Fuel pump station	Cleaning and Degreasing
21	Basement parking	Cleaning, degreasing and disinfection
22	Generator Room	Cleaning, removal of cob webs, degreasing and disinfection
24	Glass areas	Cleaning and polishing
25	Toilets/washrooms	Degreasing, distaining and provide peddle bins
26	Gymnasium shower rooms	Cleaning, degreasing and disinfection

Summary of Main Cleaning Tasks & deliverables under this contract

	Main Tasks
1.	Sweeping
2.	Dusting
3.	Mopping
4.	Washing
5.	Scrubbing
6.	Polishing

7.	Degreasing
8.	Distaining
9.	Polishing
10.	Disinfection
11.	Vacuum cleaning/ hoover and deep cleaning
12.	Fumigation
13.	Laundering
14.	Garbage collection

15.	Grass cutting
16.	Provision of Air fresheners
17.	Provision of Toilet Papers
18.	Provision of sanitary bins
19.	Provision of peddle bins
20.	Provision of disinfectants
21.	Provision of scented urinal mats
22.	Provision of plungers
23.	Provision of hand wash soap

SCOPE OF THE WORK FOR ENVIRONMENTAL SERVICES

As outline above, the environmental management services will require the following services:

(i) Drainage

1. 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
2. The closed slotted storm water drains shall be maintained free of debris, silt and any other obstacles at all times throughout the year.
3. 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.
4. 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.
5. All debris, silt, vegetation and any other obstacles removed from the drains shall be immediately disposed at approved disposal sites.

(ii) Grass Cutting

1. 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 Premises Administrator.
2. Trimming of grass along the pathways, roadsides and parking edges shall be done daily.
3. 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 5 cm in height at any time.
 4. Grass around light fixtures and other essential equipment shall be cut regularly with slashers to ensure that there are no obstructions at any time.
 5. Collecting of stones in all areas where grass is cut shall be done on a daily basis to ensure effective grass cutting with machines.
 6. To protect and rid the grounds of pests, ant-hills and other destructive organisms
 7. Spraying weed killer on the weeds (especially grass) growing on the pavements of pathways, roadsides and parking areas.
 8. Removing of weeds in grass lawns and gardens.

(iv) Gutter Cleaning

Clogged gutters, caused by a build-up of debris, hampering effective rainwater draining a month and ensure the free movement of water into the downpipe.

(v) Gardening

1. All flower gardens, trees and shrubs in all areas shall be weeded and watered daily.
2. Trees and shrubs in all areas shall be pruned or cut as required and as directed by the University.
3. Slashing of grass shall be done daily or whenever the need arises.
4. Trimming of grass along the road kerb edges shall be done daily.
5. Manuring of grass lawns to be done once in three months or every quarter. That is by providing red soil and manure for top dressing lawns and gardens.
6. Grass to remain green where water points are available and flowing.
7. Grass cutting in all areas shall be carried out on a regular basis to ensure it is trimmed at all times throughout the year. Grass in all areas shall not be allowed to exceed 50 mm in height at any time.
8. Pruning of flowers shall be done continuously with a minimum of twice a week in all areas.
9. All gardens and grass lawns shall be maintained free of litter at all times. Collection and immediate disposal of litter shall be done daily.
10. Spraying of pesticides and herbicides on gardens, trees and shrubs shall be done on a quarterly basis and whenever the plants are affected.
11. New sets of flowers in the gardens shall be planted to replace the old ones whenever the weather allows (or whenever required to maintain well-kept gardens)

12. Replacement of dead plants, unsuitable plants and repairs of supporting framework in the flowerbeds and hedges shall be done immediately whenever destroyed or damaged.
13. Raking and tidying of flower gardens shall be done daily.
14. General maintenance of potted plants and flowers shall be done daily i.e. watering, pruning and removal of litter.
15. Manuring of flower gardens, trees and shrubs shall be done on quarterly basis.
16. Planting of extra trees and shrubs shall be carried out on instructions of the Administrator of the project or his representative (seedlings to be provided by the university).
17. Trees shall be kept free of weeds by spot weeding a diameter of one (1) meter around the tree.
18. Trees shall be neatly pruned at all times.
19. Spraying weed killer on the weeds (especially grass) growing on the road pavements and removing the same manually.
20. Replacement of trees, flowers and flower broken pots or when called upon by the Authority.
21. Removing of weeds along the perimeter fence internally to ensure it does not affect the fence and externally 1 meter from the fence to be kept clear of weeds
22. Cutting/clearing weeds and grass along the external road, road kerbs and walk ways

(vi) **Summary of main environmental management tasks**

1. Grass cutting and disposal.
2. Cutting and trimming of lawn edges and disposal.
3. Trimming of perimeter fence and disposal of the cuttings.
4. Maintenance of flower beds, application of farm manure, Red soil, weeding, tilling, removal of dead flowers, acquiring and planting of new flowers, trees, grass and watering.
5. Collection and maintaining of litter at the strategic locations.
6. Drainage – cleaning of storm waterways and clearing of rain water pools
7. Sewerage maintenance and fumigation once monthly.
8. Pests and herbs control by eradicating ants, clearing and Leveling ground, application of herbicides to kill shrubs and other plants on pathways, pavements, walls, courtyards and car parks.
9. Cutting down unwanted trees and plants and disposing to designated areas as shall be instructed.
10. Provision and placement of environmental protection notices in sensitive / designated areas (e.g. do not step on the grass) as shall be instructed.
11. Planting of trees during the rainy seasons (seedlings to be provided by the Authority) and tendering of them during the contractual period.

Description of Services

1	<p style="text-align: center;">Lawns</p> <p>Grass cutting</p> <ul style="list-style-type: none"> ➤ Cut grass to the standard level and dispose as shall be instructed. ➤ (ii) Cutting and trimming lawn edges. ➤ Cut to the standard level as shall be instructed and dispose.
2.	<p>Garbage Collection</p> <ul style="list-style-type: none"> ➤ Collection and disposal of garbage from the compound and office litter bins on daily basis to the designated receptacles

3.	<p>Fences</p> <ul style="list-style-type: none">➤ Trimming perimeter fence➤ Trimming and maintaining of fence on regular basis to the standard level.➤ Disposal of cuttings. <p>(ii) Landscaping</p>
4.	<ul style="list-style-type: none">➤ Landscaping shall be undertaken in liaison with the administrator of the project.

	<p>(iii) seed beds</p> <ul style="list-style-type: none"> ➤ Weeding, Tilling and Watering. ➤ Applying Red Soil. ➤ Applying Farm Manure. ➤ Removing dead flowers. ➤ Planting of trees during the rainy seasons (seedlings to be provided by the Authority) and tendering of them during the contractual period. <p>➤ Trees and other plants</p> <ul style="list-style-type: none"> ➤ Till, water and tend existing trees. ➤ Cutting down unwanted trees and plants. ➤ Planting of trees during the rainy seasons (seedlings to be provided by the Authority) and tendering of them during the contractual period.
5	<p>Pollution Control</p> <p>(i) Management of litter</p> <ul style="list-style-type: none"> ➤ Maintain litter bins in strategic locations. ➤ Sweeping car parks, pathways and pavements. ➤ Provide and put environmental protection notices in sensitive areas e.g. do not step on grass. <p>(ii) Drainage</p> <ul style="list-style-type: none"> ➤ Clean storm waterways. ➤ Clearing of water pools. <p>(iii) Sewerage</p> <ul style="list-style-type: none"> ➤ Unblock, flash, clean sewer lines regularly to be always in working condition. ➤ Fumigate/disinfect sewer lines once a month. <p>(iv) Pests Control</p> <ul style="list-style-type: none"> ➤ Clearing Anti- hills if any and leveling grounds. ➤ Eradicating the ants by applying pesticides. ➤ Application of herbicides to kill shrubs and other plants on pathways, pavements, walls, courtyards and car parks.

NB: (1) The service provider must come up with **work schedules** for all the activities and **Monitoring tools** for ease of supervision.

(2) The service provider must **provide staff transport** for the employees assigned to various stations bearing in mind that most of the Authority's sites are located in isolated places with minimum or no public transport at all. **(should provide evidence of ownership and/or lease of suitable mode for staff transport).**

METHOD STATEMENT

INSTRUCTIONS

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

MONTHLY MANAGEMENT MEETINGS

A Contract Implementation Team meeting shall be held monthly and attended by the Employer's Representative and the Contractors' Top Management. 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.

An informal meeting between the Supervisor of the contract and University representative shall be held when deemed necessary. Any results from this meeting shall be reflected on the monthly evaluation and performance assessment as per clause 7.

Communication between parties shall be effective **ONLY** when in writing.

DURATION OF CONTRACT (GCC)

a) This Agreement shall unless extended or terminated by both parties terminate at the end of **three (3) years** from the commencement date.

PERFORMANCE APPRAISAL

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 performance evaluation during and at the end of the probation as well as monthly payment assessment, subsequent deliberations and/or action as stipulated in clause 8 & 9. The performance evaluation form is attached in appendix

II. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.

A proof of monthly payroll remittance to a bank should be submitted by 5th of every month. This will be a requirement for paying of subsequent invoices.

NON PERFORMANCE PENALTY

In the event that the Contractor does not administer the contract in whole or in part, University **shall** procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor **SHALL** be liable to University for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor. Further, the contractor shall pay penalty equivalent to the

value quoted/priced for the unattended unit to University being compensation of the inconveniences caused. Non-performance shall also include: -

- a) Failure by the contractor to manage their affairs hence occasioning their staff to result to industrial action.
- b) Where the contractor fails to comply with the minimum wage as prescribed by the Ministry of Labour from time to time.
- c) Failure by the contractor to provide protective clothing to their staff as prescribed.
- d) Failure by the contractor to perform services of acceptable standards set by University.

TERMINATION

University 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 University in the performance of this Agreement and,
- (ii) The Contractor fails to perform any other obligation under this Agreement.

(b) By Agreement

Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of Three (3) months 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.

(c) By Insolvency

Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.

(d) By Bankruptcy

Either party may at any time terminate the contract by giving written notice to the other party in Case of bankruptcy.

CONFIDENTIALITY

The Contractor, its staff 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 University.

ASSIGNMENT

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

SUB-CONTRACT

The contractor shall notify University in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the contractor from any liability or obligation under the Contract.

PAYMENT TERMS (GCC 8)

Kenya Electricity Generating Company's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

PROVISION AND STANDARD OF SERVICE

- (a) The Contractor shall provide services of acceptable standards as set by University 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 University;
- (b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by University.
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Contractor shall immediately and without any delay notify University in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable University 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.
- (d) The Contractor shall provide a **work plan** which will form part of evaluation. The work plan will contain the following details:
 - i. Number of staff to be deployed in each specific areas of service as provided in the Bill of Quantities i.e. deployment of staff on daily, weekly and monthly basis. This shall include their intended wage rates, which shall be in accordance with the labor law.
 - ii. Safe use training and hospitality Schedule
 - iii. A Supervisor daily checklist.
 - iv. Equipment, Vehicles, Tools and Machines to be used to achieve intended purpose in all areas.
 - v. Emergency or contingency measures in terms of staffing for any eventuality.
 - vi. Type of chemicals, consumables and detergents to be used subject to University representative approval in the respective site.
 - vii. Samples of approved chemicals, consumables and detergents to be in the custody of University representative for records and future reference.
 - viii. Cleaning, Garbage Collection Gardening and schedules.
 - ix. Method of disposal of various wastes as per specified in the technical Requirements and NEMA Regulations.

STAFF QUALIFICATIONS

- 1. Manager:
 - a. Must hold a minimum Diploma in housekeeping, hospitality, management or an equivalent course.
 - b. Must have One (1) year relevant experience
 - c. Training in First Aid and/or Fire Marshals

Note: Applicable to areas that require a Manager
- 2. Supervisor:
 - a. Must hold a minimum Certificate level in housekeeping, hospitality, management or an equivalent course.
 - b. Must have at least six (6) Months relevant experience.
 - c. Training in First Aid and/or Fire Marshals

Note: Applicable to areas that require a Supervisor

The Contractor shall undertake basic training of his staff on housekeeping, heights, Environmental Management, Occupational Safety and Health, Fire Fighting, First Aid, Handling of hazardous Chemicals and any other relevant training as prescribed by existing laws once contracted. It is a requirement that every site with 20 workers one must be a first aider and a fire Marshall.

University shall verify these qualifications and those without these qualifications **shall** not be allowed to site or commence work.

STAFF IDENTIFICATION AND PROTECTIVE WEAR

The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. PPE also to include attire for working on heights. The brand name/label **MUST** be conspicuously displayed on the uniforms for easy identification. Branded T-shirts is optional for weekend dress down.

The Contractor shall provide to University a list of staff, copies of their National Identity Cards and Certificates of Good Conduct for each staff. Where there are changes in staffing University should be notified in writing prior to deployment of the new staff. New staff shall provide the copies of requisite documents before deployment.

INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

The Contractor shall not;

Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

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.

NOTICE ADDRESSES

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.

TENDER PRICES (GCC 9)

The contract price will be fixed during the term of contract and not subject to variation on any account unless allowable under the Public Procurement and asset disposal Act 2015.

INDEMNITY

The Contractor shall indemnify and keep indemnified University, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its servants

whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by University, 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.

CLAIMS

Notice of all claims by University 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.

INSURANCE

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

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

LIQUIDATED DAMAGES

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

CONDITIONS TO BE MET PRIOR TAKING OVER SITE AND COMMENCEMENT OF SERVICE

In the event any of the following permits or licences will have expired at the time of award, the contractor shall within fourteen (14) days upon Acceptance of the Award of the contract and before commencement date avail the following:-

- i. Professional Indemnity Insurance Cover
- ii. Workers Injuries Benefit Policy
- iii. Contractor's own Environmental Safety and Health Policy
- iv. NEMA C certificates for relevant area of service for garbage management. If garbage management is outsourced, please provide the duly signed agreement and NEMA License for the Contractor. Please note the NEMA Licensed vehicle should match with the one in Agreement as well as the one in use. Note certificates should be sought from the local authorities from the different areas of operation other than Nakuru.
- v. County license/permit to transport and dispose of waste.
- vi. Staff Certificates of Good Conduct.
- vii. Work Plan and Methodology.
- viii. List and samples of Chemicals, Detergents and other consumables and their description to be used subject to approval by University representative in respective

- ix. Copies of log-books for vehicles assigned to given areas of operation if any.
- x. Certified copies of CVs, certificates Good Conduct and academic qualifications of the Supervisors and Managers for the contract.
- xi Valid Single Business Permit

SERVICE LEVEL REQUIREMENT

IT IS EXPECTED THAT AFTER COMPLETION OF TASK:-

- a) All surfaces shall be free from litter, debris, dust and any foreign matter.
- b) All surfaces shall have a uniform appearance, shiny, dry, and free from spillages, removable stains, superficial marks and loose debris.
- c) The surfaces shall be dry and free from stubborn stains, spillages, ingrained dirt, scuffmarks, and debris and have a uniform appearance.
- d) All mats and carpeted surfaces shall be clean, dry and free from litter, dust, stains/marks and any foreign matter.
- e) The surface shall be free from visible loose debris, dust and cobwebs.
- f) Damp wipe/spot wash the surface shall be free from debris, dust, cobwebs and stubborn stains.
- g) Wiping and washing fixtures and fittings shall be shiny, free from debris, dust and cobwebs and removable stains/marks, have a uniform appearance and be dry.
- h) Polishing, the surfaces shall be dry and free from stubborn stains/marks, spillage, debris and shall have a bright even sheen.
- i) Damp wiping and washing all sanitary fittings surface shall be free from debris, dust removable stains/marks, oils, fluids and dry odour free and shall have a uniform appearance.
- j) Drainages shall be free of silt, debris, blockages, algae, bad odour, stagnant water, rodents and vermin.
- k) The Compounds shall be a litter free zone.
- l) The uprooted weeds, cut grass, shrubs and fallen leaves shall be buried at the base of trees or designated area.
- m) Louvers, windows and window panes and grills shall be free of dust and stains/marks.
- n) Floor corners, door frames, socket covers, walls, rails, skirting, shall be free from debris, dust, cobwebs and stubborn stains/marks.
- o) Waste/paper baskets and shredders shall be empty and clean.
- p) Dustbins shall be empty, clean and lined with fresh clean bags.
- q) Cleaning all washrooms shall be dry, clean, free of foul smell, stainless, dust free
- r) Cleaning toilet bowls, toilet seats, toilet covers, sinks, flush handles, door handles, hand driers, tissue/soap dispensers, dustbins, partitions and walls shall be clean, dry and free from debris, dust and stains/marks.
- s) Roads, parking lots and walkways shall be free of debris, litter, oil spills, soil and mud.
- t) Sports areas shall be free from dust, dry, stains, dirt, debris, cobwebs, oil and vapour stains/marks.
- u) There shall be no breakages and/or damages to the company assets and in the event of any breakages/damages, the Contractor shall be surcharged.
- v) Cleaning curtains and blinds shall be clean, dry and free from creases.
- w) Cleaning, wiping and polishing all furniture the surface shall have a clean, dry, shiny uniform appearance, free from dust and stains/marks.
- x) All electrical appliances, electronics and cables shall be clean, dry and free from dust and stains/marks.
- y) Telephone sets shall be disinfected, clean, dry and free from dust, stains/marks.
- z) All documents/files shall be free from dust.
- aa) Water Treatment Plants and Tanks shall be free from silt, debris, residue, discolorations and stains/marks.
- bb) The door hinges shall be well greased.
- cc) Material Safety Data Sheet must be provided.

University Representatives

Name: _____

Sign: _____

Official

Stamp _____

Date: _____

Contractor Representatives

Name: _____

Sign: _____

Official

Stamp _____

Date: _____

SAMPLE OF PERFORMANCE EVALUATION FORM FOR CLEANING SERVICES

Name of Contractor _____ Station _____

Month _____ Year _____

No	Task		Performance measure (Acceptable/ Unacceptable)			
	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
1.	Moping and dusting floor surfaces	Daily and should remain clean throughout.				
2.	Cleaning and dusting work surfaces	Daily and should remain clean throughout.				
3.	Dusting fixtures and fittings	Daily and should remain clean throughout.				
4.	Cleaning stained wall finishes	Daily and should remain clean throughout.				
5.	Hoofing carpeted areas (where applicable)	Daily and should remain clean throughout.				
6.	Cleaning and disinfecting washrooms (this includes provision of cleaning detergents and disinfectant)	Continuously – should remain clean throughout.				
7.	Cleaning and polishing office equipment	Daily and should remain clean throughout. Ensure no discoloration.				
8.	Dusting and cleaning office furniture	Daily and should remain clean throughout. Ensure no discoloration				

Task			Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
9.	Disinfecting telephone heads and receivers	Daily and as and when required				
10.	Collection and disposal of waste paper and rubbish	Twice a day or as and when required				
11.	General cleaning of the premises	Weekly				
12.	Scrubbing the non carpeted areas with a floor scrubber	once a week				
13.	Cleaning windows and windowsills and casements	Twice a week				
14.	Stripping and polishing non carpet areas	Weekly				
15.	Shampooing, spot cleaning and vacuum cleaning carpeted areas	Fortnightly and as and when necessary				
16.	Keep premises clean and tidy	Continuous				
17.	Correct any discoloration of wall and floor finishes, fixtures and fittings	Whenever and immediately discoloration spots are spotted.				
18.	Ensuring premises are tidy and clean.	Continuous				
19.	Shampooing and cleaning office/reception chairs	Monthly and/or as and when required. Ensure no discolorations				
20.	Laundering of office curtains & blinds	Once a month				
CORRIDORS AND STAIRCASES						
21.	Cleaning office kitchen	Twice a day and/or as and when required.				
22.	Floor sweeping, mopping and machine buffing	Daily and/or as and when				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
		required.				
23.	Dusting office files and cabinets	Daily				
24.	Dusting the glasses along the staircase	Daily and/or as and when required				
25.	Polishing of glass along the staircase	Daily				
26.	Notice Boards polishing	Daily and/or as and when required				
LIFT CARS – FLOORS AND WALLS						
27.	Cleaning of lift cars	Daily and as and when required				
28.	Cleaning of lift doors using disinfectants	Daily and as and when required				
29.	Floor to be kept clean and dry	Throughout				
30.	Lift mirror should be cleaned with the appropriate detergent	Daily and/or as and when required				
EXTERNAL WORKS – PAVEMENTS, UTILITY ROOMS						
31.	Uprooting/cutting and clearing of weeds, grass, shrubs and leaves within the compound	Throughout the year				
32.	Planting and replacing of plants and flowers, gardening all flower beds, pruning, trimming hedges and maintaining	Throughout the year				
STATIONERY STORE						
33.	Stores cleaning with the supervision of University personnel	Daily and should remain clean throughout.				
34.	Cleaning of office desks, chairs, computers and	Daily and should remain				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
	telephone	clean throughout.				
35.	Emptying of all the dustbins within the stores	Twice daily and/or as and when required.				
36.	Vacuum cleaning of all upholstered furniture	Weekly basis				
MAINTENANCE OF FLOWER BEDS						
37.	Planting flowers, Gardening all flower beds, pruning, trimming hedges and maintaining cleanliness	Throughout the year				
GARBAGE COLLECTION AND DISPOSAL						
38.	Collection and disposal of all rubbish, dirt, waste materials or refuse from the buildings to the place designated for this purpose	Daily and/or as and when required.				
39.	After emptying and disposing of the litter, all dustbins and dump sites should be washed and dried	Daily and/or as and when required.				
40.	Contractor should supply dustbin lining 500 gauge for the garbage collection	Throughout				
EXTERNAL WORKS AND PAVEMENTS						
41.	Washing of canopies, gutters and all drains.	Weekly and/or as and when required.				
42.	Parking areas should be swept	Daily				
43.	Parking areas should be scrubbed	Once a week				
44.	Ensuring that there is no litter and the compound is clean	All the time				
45.	Emptying of dustbins and ashtrays	Twice a day and/or as and when required.				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
INSTALLATION, MAINTENANCE AND PROVISION OF TOILETRIES						
46.	Keeping of the toilets and urinals clean, dry and disinfecting	Twice a day and should remain clean throughout.				
47.	Constantly provide quality approved liquid hand washing soap and sanitizers in the dispensers	Throughout the day				
48.	Maintain all Toilet/ Hand tissue and Sanitizer dispensers					
49.	Constantly provide quality cotton toilet and hand drying tissues in the dispensers	Throughout the day				
50.	Provide self/auto-dispensing air fresheners in all washrooms	Throughout the day				
51.	Provide adequate coloured naphthalene balls in the urinals	Throughout the day				
SINKS, TOILET BOWLS & MIRRORS						
52.	Scrub with approved detergent and disinfectant	Twice daily and/or as and when required				
53.	Disinfect all hand touch facilities i.e. door handles, flush & tap handles etc.	Twice daily and/or as and when required				
54.	Wipe mirrors and remove marks, supply approved white toilet papers in rolls (The toilet papers must first be approved by University representative)	All the times				

**NOTE: RATINGS ON THE 5 LIKERT SCALE WORK
NOT DONE- 0/5**

POOR- 1/5

FAIR- 2/5

GOOD- 3/5

**VERY GOOD- 4/5 EXCELLENT-
5/5**

Monthly Comments by University Representative:

.....
.....

Name Signature Date

Monthly Comments by Contractor's Supervisor

.....
.....

Name Signature Date

2. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2): NOT APPLICABLE TO THIS TENDER.

2. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2): NOT APPLICABLE TO THIS TENDER.

**PART III – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC maybe amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a respecified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

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1.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall

be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

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3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and

employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor to the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

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The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \cdot L_{mc} / L_{oc} + C_c \cdot I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

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6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim²;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators

on any matter whatsoever relevant to the dispute.

- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

- 8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- a) Law Society of Kenya or
 - b) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been tiled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

- 8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

- 9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is Contract Implementation Committee and Estates Manager
1.1(d)	The contract name is PROVISION OF LANDSCAPING & GROUND MAINTENANCE, REFUSE COLLECTION & DISPOSAL AND COMPREHENSIVE CLEANING SERVICES AT NJORO & NAKURU CITY CAMPUS COLLEGE, TEGEMEO INSTITUTE AND KENYATTA CAMPUS FOR THREE (3) YEARS-LOT-II _____.
1.1(g)	The Procuring Entity is Egerton University
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: _____ Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is 1 st Jan,2025
2.2.2	The Starting Date for the commencement of Services is 1 st Jan,2025
2.3	The Intended Completion Date is 31 st December, 2027 and May Be extended for a further upon satisfactory performance by service provider.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ 2 _____ (iii) Procuring Entity’s liability and workers’ compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ _____ (indicate milestone and/or percentage) _____ and _____ (indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency: 2</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p>A_F is _____</p> <p>B_F is _____</p> <p>C_F is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
9.1	<p>The designated Appointing Authority for a new Adjudicator is _____</p>
9.2	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____</p>

C. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

D. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” _____

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The 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(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such

extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
- 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf
of by _____ in the capacity
of In the presence of

SIGNED ON _____ on behalf
of By _____ in the capacity
of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference*

number] Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment guarantee.
3. 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 in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. 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 legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification

no] Name of the Tender Title/Description: _____ [insert name of the

assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in 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 here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- --
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?: Direct..... Indirect.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
Occupation or profession					
3. e.t .c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

2

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp