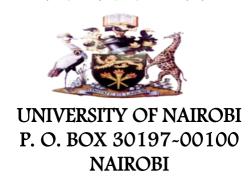
## REPUBLIC OF KENYA



PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI FOR A PERIOD OF SIX (6) MONTHS

TENDER NUMBER: UON/ONT/11/2021~2022

DATE OF NOTICE: 18th May 2022

CLOSING DATE: 27th May 2022 AT 10.30 AM

## **INVITATION TO TENDER (ITT)**

PROCURING ENTITY: UNIVERSITY OF NAIROBI

CONTRACT NAME AND DESCRIPTION: PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI FOR A PERIOD OF SIX MONTHS

TENDER NO. UON/ONT/11/2021-2022

The University of Nairobi invites sealed tenders for the **PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI** 

- 1. Tendering will be conducted through Open Tendering using a standardized tender document. The tender is **RESERVED FOR AGPO** (WOMEN/YOUTH/PWD ONLY)
- 2. Qualified and interested tenderers may obtain further information during office hours *from 0900 to 1600 hours* at the address given below.
- 3. Interested bidders may obtain the Tender document by down loading from the University website; procurement@uonbi.ac.ke or the Public Procurement Information Portal (PPIP); tenders.go.ke free of charge. Tenderers downloading documents from a designated websites shall advise the Procurement Entity that they have downloaded the tender documents, giving full contact addresses of the tenderer to <a href="mailto:directorsupplychain@uonbi.ac.ke">directorsupplychain@uonbi.ac.ke</a> to facilitate any further clarification or addendum.
- 4. All Tenders must be accompanied by a *Tender Securing declaration*.
- 5. The Tender validity period shall be **120 days**
- 6. Completed tenders must be delivered to the address below on or before Friday 27<sup>th</sup> May 2022 at 10:30 am. Electronic Tenders will not be permitted.
- 7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' or designated representatives who choose to attend at the address below.
- 8. Late tenders will be rejected.
- 9. The addresses referred to above are:
  - a. Address for obtaining further information and for purchasing tender documents
    - i. Name of Procuring Entity: University of Nairobi
    - ii. Physical address for hand Courier Delivery to an office or Tender Box Address to:

The Vice Chancellor, University of Nairobi P.O Box 30197 – 00100, Nairobi

Email: directorsupplychain@uonbi.ac.ke

## b. Address for Submission of Tenders.

- i. Name of Procuring Entity: University of Nairobi
   Postal Address: P.O Box 30197 00100 Nairobi
- ii. Physical address for hand Courier Delivery to an office or Tender Box

The Vice Chancellor,
University of Nairobi
P.O Box 30197 – 00100,
Nairobi University Way
Email: directorsupplychain@uonbi.ac.ke

Tender Box located on the Ground Floor, Administration Block, Main Campus along University Way

- c. Address for Opening of Tenders.
  - i. Name of Procuring Entity: University of Nairobi
  - ii. Physical address for the location

University of Nairobi
University way
Old Council Chambers Main campus,
3rd Floor, Administration Block

University of Nairobi reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

VICE CHANCELLOR UNIVERSITY OF NAIROBI

# PART 1 ~ TENDERING PROCEDURES

#### 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:

#### 2.1 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

- A Tenderer may be a firm that is a private entity, a state-owned 4.1 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 oranyofitsaffiliatesparticipatedasaconsultantinthepreparationoft heProcuringEntity'sRequirements (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 period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council 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 beat the Tenderer's own expense.

#### 8 Pre-Tender Meeting

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with 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 period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but

without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

#### 10 Amendment of Tender Documents

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

#### C. <u>Preparation of Tenders</u>

## 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 a 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, sub mitted 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 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with 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 period 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 debars 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:
  - a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
  - b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
- 26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## 27 Tender Opening

- 27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified in the TDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and

- read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare 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 period 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 ITT33; and
  - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the

- Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

### 36 Comparison of Tenders

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

## 37 Abnormally Low

Tenders and

Abnormally High

Tenders Abnormally

Low Tenders

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

#### **Abnormally High Tenders**

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears

unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he 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 Period the Procuring Entity shall issue a <u>Notification of Intention to Enter into a Contract</u>/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 Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

## 44 Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's <u>Notification of Intention to Enterinto a Contract</u> 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 Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <u>Letter of Award</u> to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

## 46 Signing of Contract

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

## 47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, 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 Complaints and Administrative Review

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II ~ TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	A. General		
ITT 1.1	The reference number of the ITT is: UON/ONT/11/2021~2022		
	The Procuring Entity is: THE UNIVERSITY OF NAIROBI		
	The name of the ITT is: PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI		
	The number and identification of lots (contracts) comprising this ITT is: N/A		
ITT 2.2	The Intended Completion Date is 6 months from the date of Contract signing.		
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: N/A		
	B. Contents of Tendering Document		
ITT 8.1	(a) A pre-tender conference will <b>not be held</b> .		
	(b) A pre-arranged pretender visit of the site of the works visit will not be held.		
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than 24th May 2022		
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address directorsupplychain@uonbi.ac.ke to reach the Procuring Entity not later than 24th May 2022.		
	ii) The Procuring Entity shall publish its response at the website procurement@uonbi.ac.ke		
	The Procuring Entity shall also promptly publish response at the website www.ppip.go.ke		
	C. Preparation of Tenders		
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: AS INDICATED IN THE PRELIMINARY EVALUATION CRITERIA UNDER SECTION III EVALUATION CRITERIA		
ITT 15.1	Alternative Tenders <b>shall not be</b> considered.		
ITT 15.2	Alternative times for completion shall not be permitted.		
TTT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: N/A		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 16.7	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.	
ITT 20.1	The Tender validity period shall be 120 days.	
ITT 21.1	A Tender Security <b>shall not be</b> required.  A Tender-Securing Declaration <b>shall be</b> required.	
ITT 21.3 (a)	The Contract price shall be adjusted by <b>N/A</b>	
ITT 22.1	In addition to the original of the Tender, the number of copies is: One	
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney	
	D. Submission and Opening of Tenders	
ITT 24.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is:  The Vice Chancellor,  University of Nairobi  P.O Box 30197 – 00100,  Nairobi	
	The Tender Box is located on the Ground Floor, Administration Block, Main Campus along University Way	
ITT 24.1	The deadline for Tender submission is:  Date: Friday 27 <sup>th</sup> May 2022  Time: 10:30 a.m.  Tenderers shall not have the option of submitting their Tenders electronically.	
ITT 27.1	The Tender opening shall take place at: Old Council Chambers, 3 <sup>rd</sup> Floor, Administration block, Main Campus on Friday 27 <sup>th</sup> May 2022 at 10:30 a.m.	
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by four representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed by four representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity	
E. Evaluation and Comparison of Tenders		
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: Kenya shillings  The source of exchange rate shall be: The Central bank of Kenya (mean rate)	
	The date for the exchange rate shall be: the deadline date for Submission of the Tenders.	

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 34.1	Margin of preference allowed or not allowed NOT ALLOWED	
	F. Award of Contract	
ITT 49.1	The Adjudicator proposed by the Procuring Entity is <b>Nairobi Centre For International Arbitration.</b> The hourly fee for this proposed Adjudicator shall be <b>specified.</b> The biographical data of the proposed Adjudicator is as follows: <b>N/A</b>	
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.	
	If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:	
	For the attention: [insert full name of person receiving complaints]	
	Title/position: [insert title/position]	
	Procuring Entity: UNIVERSITY OF NAIROBI	
	Email address <i>: directorsupplychain@uonbi.ac.ke</i>	
	In summary, a Procurement-related Complaint may challenge any of the following:	
	(i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.	

## SECTION III – EVALUATION AND QUALIFICATION CRITERIA

#### 1. Evaluation and contract award Criteria

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

## Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

## Preliminary Eligibility Evaluation

No.	Subject	Mandatory Requirement	RESPONSIVE/ NON~ RESPONSIVE
1	Legal Capacity	Must Submit a copy of Certificate of Registration / Incorporation	
2	Ownership Structure	Must Submit Details of Directorship/Ownership with respective shareholding and citizenship. Attach CR12 (issued within the last 6 months to tender closing) and copies of directors Identification Cards where applicable)	
		Must expressly give power of Attorney who shall be the signatory of all the documents and the contract	
3	Preference and Reservations	Must Submit a Valid AGPO Certificate from the National Treasury	
4	Tax Compliance	Must Submit a Valid Tax Compliance Certificate	
5	Form of Tender	<ul> <li>Duly filled, signed and stamped form of Tender.</li> <li>Certificate of Independent Tender Determination (Duly Filled. Signed and stamped)</li> <li>Self~ Declaration Form SD1 and SD2 (Duly Filled. Signed and stamped)</li> </ul>	
6	Tender Securing Declaration	Must Submit a Duly filled, Signed and Stamped Tender Securing Declaration	
7	Price schedule& validity	Must Submit a Duly Filled. Signed and Stamped Price Schedule in the format provided	
8	Details of Business Ownership Structure	<ul> <li>Must Submit a Duly Filled Signed and Stamped Confidential Business Questionnaire</li> <li>Must Submit a Duly Filled Signed and Stamped</li> </ul>	
		Tender Information Form	
9	Litigation History	Must submit FORM CON –2 Historical Contract Non- Performance, Pending Litigation and Litigation History	
10	Business Permit/Trade license	Must Submit Valid Business Permit/Trade License from respective County Government	
11	Registration by NSSF as an Employer	• Must Submit a copy of Valid NSSF Compliance Certificate and provide evidence of remittance for the past three months (February, March, April 2022) for a minimum of 200 employees)	
12	Registration by NHIF as an Employer	• Must Submit a copy of Valid NHIF Compliance Certificate (February, March, April 2022) and provide evidence of remittance for the past three months for a minimum of 200 employees	
13	Work Benefit Injury Act (WIBA)	Must provide a copy of Work Benefit Insurance Cover as evidence	

14	Compliance to labour requirements	Must Provide letter of compliance issued by Ministry of Labour showing compliance to labour requirements.
		<ul> <li>Must provide relevant documentation demonstrating that your employees' salaries are per or above Government Minimum Wage Guidelines. Attach a certified copy of the payroll of your current employed staff for running contract for the latest three months (February, March, April 2022)</li> <li>A written undertaking for compliance to payment of</li> </ul>
		minimum wage as per the latest Gazette Notice on Minimum Wage Rates. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract.
15	Pagination/ Serialization	Tender Document MUST be sequentially paginated/serialized on each page including all the attachments

## Vendor Evaluation (Capacity to deliver)

		Specifications/Requirements	Pass/Fail
1	Experience Past performance	Evidence of having successfully carried out at least Two (2) similar assignments in the last 5 years for a contract with a minimum of 200 employees. Running contracts will also be considered.  Evidence provided should be in the form of recommendation letters/completion certificates.  NB: Submission of LPO/Contracts without recommendation letters/completion certificates will NOT BE CONSIDERED.	
2	Human Capacity (Staff Qualification)	<ul> <li>a) Supervisor</li> <li>Provide CV's and Certificates for at least 10 supervisory staff that you intend to attach for the execution of the service if successful.</li> <li>b) Operation Staff</li> <li>Evidence of minimum 50 trained staff in your organization. Provide Certified Certificate from a registered Trainer</li> </ul>	
3	Cleaning Equipment, ground maintenance equipment and accessories owned by the firm directly assigned to the University of Nairobi during the contract period	Provide list equipment and accessories which shall include but not limited to the list below. Attach photos of the equipment/machines  • Scrubbing Machines  • Vacuum cleaner/Hoover machines  • Feather Dusters  • Squeezers  • Mops& Buckets  • Pruning& gardening equipment	
4	Financial Capacity	<ul> <li>a) Certified Audited Accounts for the last three (3) years (2019, 2020 and 2021). The Financial Statements must be signed and stamped</li> <li>b) Average Turnover in the last three years should be at least Kenya Shillings Thirty Million (30,000,000.00)</li> <li>c) Evidence of access to credit line from a reputable financial institution.</li> </ul>	

## FINANCIAL EVALUATION

Consistent with and in addition to the criteria listed in ITT 35.1 and ITT 37 and its subparagraphs the following criteria shall apply:

ITT 43	Award	The Contract will be awarded to the successful	
	Criteria	tenderer whose tender has been determined to:	
	Criteria		
		Be Substantially responsive to the tender	
		document	
		Substantially meets the qualification criteria	
		applicable for the specific services.	
		Offer the lowest evaluated total cost for the	
		provision of cleaning and ground maintenance	
		services	
		Have not provided a quote below the	
		Government minimum recommended wage	
		per employee which became effective on	
		01/05/2022.	
		Have provided a Certified Declaration to	
		comply with minimum wage regulations and	
		operational costs without service compromise.	
		The contract sum should be able to take care of	
		the said minimum wage and all the costs	
		related to operations. Failure to comply <b>WILL</b>	
		lead to disqualification upon putting into	
		consideration all costs of operations, NHIF,	
		NSSF and all taxes applicable.	

- d. Tender Evaluation (ITT 35)
  - i) Alternative Completion Times N/A
  - ii) Alternative Technical Solutions N/A
  - iii) Other Criteria; if permitted under ITT 35.2 (e):

Post qualification and Contract ward (ITT 39), more specifically,

- a) This tender will be subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required. The contract will be subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow of Kenya Shillings **Kshs. 20,000,000.00**.
  - ii) Other conditions depending on their seriousness.

## a) History of non-performing contracts:

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

## b) Pending Litigation

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

## c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **THREE YEARS**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

### SECTION IV ~ TENDERING FORMS

#### 1. FORM OF TENDER

#### INSTRUCTIONS TO TENDERERS

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

Date of this Tender submission:	[insert date (as day,
month and year) of Tender submission ITT No.:	[insert number of `
ITT process	

- 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) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- d) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is:

Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

- e) **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];
- f) 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;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

- h) 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;
- i) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, 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;
- j) 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];
- k) 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, gratuity].

Name of Recipient	Address	Reason	Amount

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

[Delete if not appropriate, or amend to suit]We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- l) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) Code of Ethical Conduct: We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from

www.ppra.go.ke 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 personal signing the Tender]	)n
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	nth],

# 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		
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. City	
	2. Location	
	3. Building	
	4. Floor	
	5. Postal Address	
	6. Name and email of contact person.	
	-	
6	Current Business Permit Number and	
	Expiring date	
7	Description of Nature of Business	
8	Maximum value of business which the	
	Tenderer handles.	
9	State if Tenderers Company is listed in	
	stock exchange, give name and full address	
	(postal and physical addresses, email, and	
	telephone number) of state which stock	
	exchange	

# General and Specific Details

b)	Sole Proprietor, provide the following details.			
	Name in full: AgeNationality			
	Country of Origin Citizenship			
c)	Partnership, provide the following details.			

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

	d) Regist	ered Company, prov	vide the following d	letails.	
	i)	Private or publ	lic Company		
	ii)	Nominal K	al and issued capita enya Shillings (Equi	valent)	
		v	hillings (Equivalent)		
	iii)	Give details of D	rirectors as follows.		
		D'	3 - 41 - 414	0'0' 1 '	0/ Chamas aurmed
	Names of	Director	Nationality	Citizenship	% Shares owned
1	Names of	Director	Nationality	Citizenship	% Shares Owned
1 2 e)		OSURE OF INTERES			
2	DISCI	OSURE OF INTERES	T-Interest of the Fir	m in the Procuring	
e)	DISCI i) Are the	OSURE OF INTERES  ere any person/pers as/have an interest  ovide details as follo	T-Interest of the Firons in	m in the Procuring(Namenis firm? Yes/No	Entity.  of Procuring Entity) who

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

### ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is		
	under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect		
	subsidy from another tenderer.		
3	Tenderer has the same legal representative as another		
	tenderer		
4	Tender has a relationship with another tenderer,		
	directly or through common third parties that puts it in		
	a position to influence the tender of another tenderer,		
	or influence the decisions of the Procuring Entity		
	regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a		
	consultant in the preparation of the design or technical		

	Type of Confi	ict	YES OR NO	of the relationship with Tenderer
	tender.	s of the works that are the subject of the		
6	consulting simplemental Document.	ould be providing goods, works, non- ervices or consulting services during tion of the contract specified in this Tender		
7	with a prof are directly the Tender	as a close business or family relationship essional staff of the Procuring Entity who or indirectly involved in the preparation of document or specifications of the Contract, Tender evaluation process of such contract.		
8	Tenderer h with a prof would be	as a close business or family relationship essional staff of the Procuring Entity who involved in the implementation or of the Contract.		
9	stated in ite acceptable	offlict stemming from such relationship om 7 and 8 above been resolved in a manner to the Procuring Entity throughout the process and execution of the Contract?		
	f)	Certification		
		On behalf of the Tenderer, I certify that the complete, current and accurate as at the dat		
	Name	Full		
Րitle c	or Designation	1		

(Signature

(Date)

#### ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the
[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:
I have read and I understand the contents of this Certificate;

- 1.
- 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;
- For the purposes of this Certificate and the Tender, I understand that the word 4. "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - Has been requested to submit a Tender in response to this request for tenders;
  - 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, a s applicable]:
- The Tenderer has arrived at the Tender independently from, and without consultation, a) communication, agreement or arrangement with, any competitor;
- the Tenderer has entered into consultations, communications, agreements or b) 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;
- In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has 6. been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices; a)
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit, or not to submit, a tender; or c)
  - 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, which 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
	sident of	,	O
		in the Republic of	• • • • • • • • • • • • • • • • • • • •
	ereby make a statement as fol		
1.	THAT I am the Company S	ecretary/ Chief Executive/ Managing	g Director
	/Principal Officer/Director	of	
	-	(insert name of the Com	<i>pany)</i> who
		(insert	tender
	<i>title/description)</i> for	(======	
	*	name of the Procuring entity)	and duly
	authorized and competent t	e e	cuitor citally
2.	THAT the aforesaid Bidder,	its Directors and subcontractors have	not been
	debarred from participatin	g in procurement proceeding under l	Part IV of
	the Act.		
2			0 1 1 1
3.		herein above is true to the best	of my knowledge,
	information and belief.		
	••••	•••••	
	· · · ·	(3'	(5.1)
	(Title)	(Signature)	(Date)
	Bidder	Official	Stamn

# FORM SD2

# SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

	I,of P. O. B resident of	ox	being a
	in the Republic make a statement as follows:~	of do 1	nereby
1.	THAT I am the Chief Executive/Managing Direct (insert name of the Companion)	ny) who is a Tenderer in respec for (insert tender title/descriptio	t of Tender on) for (i
	nsert name of the Procuring entity) and duly auth statement.	orized and competent to make	this
2.	THAT the aforesaid Bidder, its servants and/or a	agents /subcontractors will no	ot
	engage in any corrupt or fraudulent practice and	I has not been requested to pa	ıy
	any inducement to any member of the Boar	d, Management, Staff and/c	or
	employees and/or agents of	(insert name of the Procuring	18
	entity) which is the procuring entity.		
3.	THAT the aforesaid Tenderer, its servants and/or a		
	offered any inducement to any member of the Bo		or
	employees and/or agents of (na	ume of the procuring entity)	
4.	THAT the aforesaid Bidder will not engage /has not		
	practice with other bidders participating in the subj	ect tender	
5.	THAT what is deponed to here in above is true to the belief.	e best of my knowledge informa	ation and
	(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... ..... (Company Seal/Rubber Stamp where applicable) Witness Name.... ..... Sign..... .....

Date.....

#### iv) APPENDIX1~FRAUD AND CORRUPTION

(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;
  - .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;
  - "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;
    - 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 he procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award <sup>1</sup> 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 sand 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 inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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 there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

<sup>&</sup>lt;sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for prequalification, 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. TENDERER INFORMATION FORM

Date:		[insert date (as day, month and year) of Tender submission]		
1.	Tend	derer's Name:[insert Tenderer's legal name]		
2.	In cas	se of JV, legal name of each member:		
3.	Tenderer's actual or intended country of registration:			
4.	Tend	derer's year of registration:[insert Tenderer's year of registration]		
5.		erer's Address in country of registration:		
6.	Tende	erer's Authorized Representative Information		
	Addr	e:		
	_	bhone:		
	7.	Attached are copies of original documents of		
		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]
1.	Tenderer's Name: [insert Tenderer's legal name]
2.	Tenderer's JV Member's name: [insert JV's Member legal name]
3.	Tenderer's JV Member's country of registration: [insert JV's Member country of registration]
4.	Tenderer's JV Member's year of registration: [insert JV's Member year of registration]
	Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6.	Tenderer's JV Member's authorized representative information
Nan	ne: [insert name of JV's Member authorized representative]
Add	ress: [insert address of JV's Member authorized representative]
	phone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]
Ema	il Address: [insert email address of JV's Member authorized representative]
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 registration documents of the legal entity named above, in accordance with ITT 4.4.
	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. Ir	ncluded are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4	FORM OF TENDER SECURITY (Bank Guarantee) [The bank shall fill in this Bank
Guai	rantee Form in accordance with the instructions indicated.][Guarantor Form head or SWIFT
Bene	ficiary:[Procuring Entity to insert its name and address]
	No.:[Procuring Entity to insert reference number for the Request for ders]
TENI	DER GUARANTEE No.:[Insert guarantee reference number]
	cantor:[Insert name and address of place of issue, unless indicated in the n head]
vente the is subm	have been informed that[insert name of the Tenderer, which in the case of a joint ure shall be the name of the joint venture (whether legally constituted or prospective) or names of all members there of](hereinafter called "the Applicant") has submitted or will nit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tenders No ("The ). Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must apported by a Tender guarantee.
Bene by us in th	ne request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the ficiary any sum or sums not exceeding in total an amount of() upon receipt s of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether the demand itself or a separate signed document accompanying or identifying the demand, and that either the Applicant:
(a)	Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
(b)	Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.
Copie Bene Tend Appl	guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of es of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe ficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful lerer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the icant of the results of the Tendering process; or (ii) twenty-eight days after the end of the ler Validity Period.
office	sequently, any demand for payment under this guarantee must be received by us at the e indicated above on or before that date. This guarantee is subject to the Uniform Rules for and Guarantees (URDG) 2010 Revision, ICC Publication No. 758.
[Sign	nature(s)]

#### 5. FORM OF TENDER SECURITY (TENDER BOND) [The Surety shall fill in this Tender

Bond Form in accordance with the instructions indicated.] BOND NO.\_

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 withdrawnits Tenderduring the period of Tendervalidity set for thin the Principal's Form of Tender ("the Tender Validity Period"), or any extension the retoprovided 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 executed in the irrespective nam	e Principal and the Surety have caused these presents to be less this day of
Principal:	Corpor <b>Ster8eal</b> (where appropriate)
(Signature)	(Signature)
(Printed name and title)	(Printed name and title)

# FORM OF TENDER ~ SECURING DECLARATION

	[The Tenderer shall fill in this Form in accordance with the instructions indicated.]
	Date:
	ITT No.:[number of Tendering process
	To:
	Entity]
	We, the undersigned, declare that: We understand that, according to your conditions,
	Tenders must be supported by a Tender-Securing Declaration.
	We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Tender conditions, because we:
a)	Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
b)	Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.
	We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.
	Name of the
	Tenderer
	Name of the person duly authorized to sign the Tender on behalf of the Tenderer**
	Title of the person signing the Tender
	Signature of the person named above
	*: In the case of the Tender submitted by joint venture specify the name of the Joint

Venture as Tenderer

 $<sup>^{**}\!\!:</sup>$  Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

# QUALIFICATION FORMS

### FORM PER ~ 1

# Key Personnel Schedule

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

# **Key Personnel**

1.	Title of position: /			
	Name of candidate:			
	Duration of	[insert the whole period (start and end dates) for which this position will be		
	appointment:	engaged]		
	Time commitment:	[insert the number of days/week/months/ that has been scheduled for this		
	for this position:	position]		
	Expected time	[insert the expected time schedule for this position (e.g. attach high level		
	schedule for this	Gantt chart		
	position:			
2.	Title of position: /			
	Name of candidate:			
	Duration of	[insert the whole period (start and end dates) for which this position will be		
	appointment:	engaged]		
	Time commitment:	[insert the number of days/week/months/ that has been scheduled for this		
	for this position:	position]		
	Expected time	[insert the expected time schedule for this position (e.g. attach high level		
	schedule for this	Gantt chart]		
	position:			
3.	Title of position: /			
	Name of candidate:			
	Duration of	[insert the whole period (start and end dates) for which this position will be		
	Duration of appointment:	engaged]		
	Duration of appointment: Time commitment:	engaged [insert the number of days/week/months/ that has been scheduled for this		
	Duration of appointment: Time commitment: for this position:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]		
	Duration of appointment: Time commitment: for this position: Expected time	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level		
	Duration of appointment: Time commitment: for this position: Expected time schedule for this	engaged  [insert the number of days/week/months/ that has been scheduled for this position]		
	Duration of appointment: Time commitment: for this position: Expected time schedule for this position:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: [insert	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: [inser Name of candidate	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: [inser Name of candidate]	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  [it title]  [insert the whole period (start and end dates) for which this position will be		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: /inser. Name of candidate Duration of appointment:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  "t title]  [insert the whole period (start and end dates) for which this position will be engaged]		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: /inser Name of candidate Duration of appointment: Time commitment:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  "t title]  [insert the whole period (start and end dates) for which this position will be engaged]  [insert the number of days/week/months/ that has been scheduled for this		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: finser Name of candidate Duration of appointment: Time commitment: for this position:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  "t title]  [insert the whole period (start and end dates) for which this position will be engaged]  [insert the number of days/week/months/ that has been scheduled for this position]		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: [inser Name of candidate Duration of appointment: Time commitment: for this position: Expected time	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  [insert the whole period (start and end dates) for which this position will be engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level		
4.	Duration of appointment: Time commitment: for this position: Expected time schedule for this position: Title of position: finser Name of candidate Duration of appointment: Time commitment: for this position:	engaged  [insert the number of days/week/months/ that has been scheduled for this position]  [insert the expected time schedule for this position (e.g. attach high level Gantt chart]  "t title]  [insert the whole period (start and end dates) for which this position will be engaged]  [insert the number of days/week/months/ that has been scheduled for this position]		

### FORM PER~2:

Name of Tenderer

# Resume and Declaration - Key Personnel.

Position [# <i>1</i> ]:	[title of position from Form PER-1]		
Personnel information	Name:	Date of birth:	
	Address:	E-mail:	
	Professional qualifications:		
	Academic qualifications:		
	Language proficiency: [language and levels of speaking, reading and writing ski		
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
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

#### **DECLARATION**

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	[insert period (start and end dates) for which this Key Personnel is available
of contract:	to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Key Personnel is available
	to work on this contract]

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:	
[ <i>insert name</i> ] Signature:	
Signature:	

# 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.

#### 6. 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:
[indicate country of Constitution]
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
$\square$ 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, letter of intent to form JV or JV agreement, in accordance with ITT 4.1
$\square$ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing:
Legal and financial autonomy
Operation under commercial law
Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

# 7. 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
$\square$ 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.
$\Box$ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 8. FORM CON - 2

# Historical Contract Non-Performance, Pending Litigation and Litigation History Tenderer's Name:\_\_ JV Member's Name\_\_\_\_\_ ITT No. and title: Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. Contract(s) not performed since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 Non- performed Contract Identification Year Total Contract portion of Amount (current contract value, currency, exchange rate and Kenya Shilling equivalent) linsert linsert amount Contract Identification: *[indicate complete contract name/* linsert amountl vearl and percentage] number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. 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:	

Year of dispute	Amount in dispute (currency)	Contract Identification		Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
	·	Cor	tract Identification:	
		Nar	ne of Procuring Entity:	
		Add	lress of Procuring Entity:	
		Mat	ter in dispute:	
			ty who initiated the dispute:	
			us of dispute:	
Litigation H	Iistory in accorda	ance	with Section III, Evaluation and Qualifi	cation Criteria
		y in	accordance with Section III, Evaluation a	ınd Qualification Criteria,
Sub-Factor !	2.4.			
	gation History ir s indicated below		ordance with Section III, Evaluation and	Qualification Criteria, Sub-
Year of	Outcome as		Contract Identification	Total Contract Amount
award	percentage of Net Worth	f		(currency), Kenya Shilling Equivalent (exchange rate)
[insert	[insert		Contract Identification: [indicate	[insert amount]
year]	percentage]		complete contract name, number,	
			and any other identification]	
			Name of Procuring Entity: [insert	
			full name]	
			Address of Procuring Entity: [insert street/city/country]	
			Matter in dispute: [indicate main	
			issues in dispute]	
			Party who initiated the dispute:	
			[indicate "Procuring Entity" or	
			"Contractor"]	
			Reason(s) for Litigation and award	
			decision [indicate main reason(s)]	

# 9. FORM FIN~3.1:

l Performan	ice			
Historic in	formation for 1	previous 3 <i>yea.</i>	rs,	
	<del></del>			
Year 1	Year 2	Year 3		
nformation :	from Balance	Sheet)		
ent	1	1		
			l	
	Historic in: Year 1 Information	Historic information for part of the second	Historic information for previous 3 year  Year 1 Year 2 Year 3  Information from Balance Sheet)	Historic information for previous 3 years,  Year 1 Year 2 Year 3  Information from Balance Sheet)

#### 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		

*** * 1	4
Financial	documente
Illianciai	documents

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 statement for the three(3) years required above; and complying with the requirements

<sup>&</sup>lt;sup>2</sup>If 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.

### 10. 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.

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

### 11. FORM FIN-3.4:

### Current Contract Commitments / Works in Progress

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

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					

#### **CONTRACT FORMS**

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/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) Contract title: [insert the name of the contract] ITT No: \_\_\_\_\_\_[insert ITT reference number from Procurement Plan] This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- 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.

#### I). The successful Tenderer

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

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

(a) Name of Tenderer	(b) Tender price	(c)	Evaluated Tender price (if applicable)
[insert name]	(d) [ <i>insert</i> Tender price]	(e)	[insert evaluated price]
[insert name]	[insert Tender price]	(f)	[insert evaluated price]
[insert name]	[insert Tender price]	(g)	[insert evaluated price]

#### iii) How to request a debriefing

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

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

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

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

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

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

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

#### iv. How to make a complaint

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

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

Attention: [insert full name of person, if applicable]						
Title/position: [insert title/position]						
Agency:[insert name of Procuring Entity]						
Email address: [insert email address]						
At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:						
1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.						
2 The complaint can only challenge the decision to award the contract.						
3 You must submit the complaint within the period stated above.						
4. You must include, in your complaint, all of the information required to support the complaint.						
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> or <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a>						
iv). Standstill Period						
DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.						
The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.						

Signature:	Name: Title/position:_
Telephone:	Email:

# 2. LETTER OF AWARD

[Form head paper of the Procuring Entity]				
	date]			
То:	[name and addı	ress of the Sei	rvice Provider,	1
This is to notify dated [date] for execution of the [name of the Co Special Conditions of Contract] for the Co and words] [name of currency], as correct to Tenderers is hereby accepted by us (Pro	ontractandident ntract Price of the ed and modified	<i>ificationnum</i> he equivalen	<i>ber, as give</i> t of <i>[amount i</i>	n in the in numbers
You are requested to furnish the Perform Conditions of Contract, using, for that included in Section VIII, Contract Forms, o	purpose, one	of the Perfo		
Please return the attached Contra	act dully			
signed				
AuthorizedSignature:				
Name and Title of Signatory:				
Name of Agency:				
Attachment: Contract				

#### 3. FORM OF CONTRACT [Form head paper of the Procuring

#### Entity/LUMP SUM REMUNERATION

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

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

#### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 2. 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 – Not used

Appendix C: Subcontractors - Not used

Appendix D: Breakdown of Contract Price- Not used Appendix E: Services and Facilities provided by the Procuring Entity-Not used

- 3. 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

the provisions of the Contract.	nts to the Service Provider in accordance with
INWITNESSWHERE OF, the Parties here to ha respective names as of the day and year first	
For and on behalf of	[name of Procuring Entity]
For and on behalf of <i>[name of Service Provide]</i>	[Authorized Representative]
	[Authorized Representative]
[Note: If the Service Provider consists of more appear as signatories, e.g., in the following n	
For and on behalf of each of the Members of	the Service Provider
	[name of member]
	[Authorized Representative]
	[name of member]
	[Authorized Representative]

PART II –	- PROCURII	NG ENTIT	Y'S REQUI	REMENTS

# 1. The Specifications and Priced Activity Schedules

1	2.	3	4	5	7
Service N°	Description of Services	Unit	Delivery Date		Total Price per Service
No 1	Comprehensive Cleaning services as per schedule and specifications	232 cleaners	As shall be prescribed	To be deployed to the University as provided in Table I	
No 2	Comprehensive ground/gardening maintenance services as per schedule and specifications	58 groundsmen	As shall be prescribed	To be deployed to the University as provided in Table II	
No. 3	Supervisors	22 supervisors	As shall be prescribed	To be deployed to the University as provided in Table I and II	
No. 4	Cost of cleaning/gardening materials (Detergents, Accessories, Clothing etc)	LOT			
No. 5	Administration& Overhead costs (Including profit margin)				
	VAT				
	Total Contract sum per month	1	1	1	
	TOTAL CONTRACT SUM (INCLUSIVE OF	TAXES) FOR SIX MO	ONTHS CARRIEL	) TO TENDER FORM	

Name of Tenderer[insert complete name of Tende	erer]
Signature of Tenderer (signature of person signing the Tender)	Date [insert date]

TABLE I: Posting of 232 cleaners and 18 Supervisors

	LOCATION	Supervisor	No. of Male Cleaners	No. of Female Cleaners
1	Old Administration Block	1	2	7
2	Gandhi Wing Block	1	4	7
3.	Gandhi Wing Library (Graduate)		1	1
4	Jomo Kenyatta Memorial Library	1	2	8
5	Education Building		2	6
6.	8.4.4. Building	1	1	2
7.	Hyslop/Science Building		1	4
8.	Parklands Campus	1	3	6
9.	Mombasa Uni-Plaza Campus	1	7	7
10	Kisumu Campus	1	6	6
11	ADD Building	1	4	5
12.	Faculty of Engineering Block including EBE at Upper Kabete Campus	1	3	4
13.	Facility Management building (/Logistics and Fleet Management /Facility Development, Maintenance Offices &Workshops and Games department, Swimming pool		2	2
14	Kenya National Hospital Campus – Administration, Nursing, Dental and Pharmacy	2	5	11
15.	Kenya Science Campus	1	6	14
16	University of Nairobi Towers	1	6	23
17	Confucius Institute	1	3	8
18	Chair of the Council		1	1
19	Wangari Maathai Institute	1	3	3
20	Chiromo Campus	1	8	11
21	Lower Kabete Campus	1	8	5
22	University Health Services	1	4	9
	Total	18	82	150

TABLE II: Posting of 58 Groundsmen and 4 supervisors

No.	Location/Area	No. of
		Ground men
1	Facility Management, Engineering Block, Logistics and Fleet Management	1
	/Maintenance Workshop and its Environs	
2.	Central Administration i.e. Gandhi Wing, Great Court, Areas around	4
	Fountain of Knowledge, Hyslop, Jomo Kenyatta Memorial Library,	
	Education Building, 8.4.4. parking, Areas around Central Police, Main	
	Campus perimeter wall (University Way and Slip Road), Harry Thuku	
	Road	
3.	Chancellor's Court Playfields, Swimming Pool, Games Department area,	6
	Area around Central Catering Unit	
4.	Parklands Campus –Faculty of Law	2
5.	Wangari Maathai Institute including EBE	6
6	Lower Kabete Campus	5
7.	University Health Services	3
8.	Faculty of Science and Technology	10
9.	Kenya Science Campus grounds, and farms, sport grounds	10
10.	Faculty of Built Environment and Design	2
11.	Confucius Institute	2
12	KNH Campus	7
	TOTAL	58

# SPECIFICATIONS/ DESCRIPTION OF SERVICES

# PROVISION OF COMPREHENSIVE CLEANING AND GROUND MAINTENANCE SERVICES AT THE UNIVERSITY OF NAIROBI SCHEDULE OF REQUIREMENTS

#### (a) Services

The University of Nairobi intends to contract a professional firm to provide comprehensive cleaning and ground maintenance services as specified in the description of services for a contract period of one year renewable subject to satisfactory performance.

#### (b) Schedule of Cleaning

Tentatively the service provider will be expected to engage in cleaning service from 6.30am in the morning to 4.00pm in the evening during weekends. General cleaning will be done on Saturdays and Sundays and when required between 7.00 a.m. to 1.00 p.m. The actual timetable for weekly cleaning will however be agreed with the successful service provider. A rooster of activities undertaken especially in the washrooms should be kept.

#### (c) Staff

The service provider will be expected to comply with the gender rule during deployment of cleaning staff.

# (d) Terms and Conditions of Employment

Wages paid to employees to be deployed, must conform to the Ministry of Labour and Social Protection guidelines on minimum wages and all other terms and conditions of employment stipulated in the Labour Laws. The University of Nairobi will be at liberty to confirm compliance to this from whatever source.

#### (e) General

# (f) Age of Employees

Age between 18 and 55 years

# (i) Vetting

The successful service provider should have thorough knowledge of employees background and must provide certificate of good conduct before engagement

#### (ii) Adequate Personnel

The service provider should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

#### (g) Rates

The prices stated by the Tenderer in the schedule of areas and Rate/price of these documents shall be for the cost of services inclusive of all taxes and provided at University of Nairobi's designated places and shall remain unaltered during the term of the contract.

#### (h) Site Meetings

A contract management meeting shall be held monthly and attended by the University's representative and the service provider. Its business shall be to review the performance of the work. The Director, Facility Management shall record the business of the meetings and the resolutions arrived at and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the University's representative either at the meeting or after the meeting and stated in writing and to all who attend. Communication between the parties shall be effective only in writing.

#### (i) Standard of service

The service provider shall provide services of expected standards in the performance of this Agreement and re-current poor performance shall be grounds for summary termination of contract.

# (j) Service provision

Services shall be provided on daily basis including weekends and public holidays or as otherwise specified in the specifications of the work in the contract on the designated areas.

# (k) Staff Uniform and Protective Clothing

The service provider shall provide the Cleaning staff with uniform and identifications badges having the company name which the will be required to put on all the times when they are working for the University of Nairobi preferably matching with the University of Nairobi colours. They must be provided with protective clothing, footwear e.g. boots, overall, hand gloves etc. The clothing must be kept clean and worn at all times while on duty. The staff:

- Must have certificate of good conduct.
- Be dressed in company uniform at all times
- The Uniform should be preferably University of Nairobi color.
- Must be adequate to provide quality service and avoid any interruption of business.
- Must have health certificate from a Public Health Institution.

# (1) Payment

At the end of every month, the service provider shall submit invoices addressed to the **Project Manager**. Payment shall be made based on the number of personnel deployed which shall be verified/Certified by the user department.

#### (m) Statutory Regulations

The service provider will be expected to comply fully with the statutory regulations regarding wages, safe working conditions, and injuries while on duty, illnesses, holidays, working hours etc.

#### (n) Insurance

The service provider shall insure its personnel engaged in the performance of this agreement against injury sustained by them in the cause of their duties and against liabilities arising from UON's claims for loss, damage or injury.

#### (p) Contract Administration

The service provider shall always endeavor to carry out the contract as detailed in this Tender document. In order to minimize disputes especially those that emanate from failure

to follow specifications, both the service provider's and the University's supervisors mist visit daily all the areas under this contract and sign in a diary for future reference and both supervisors shall sign the log to signify that they are party to the comments entered therein. In case any party does not agree with the comments put in the log by the other party, then he/she is at liberty to write his opinion and sign it.

# (q) Supervisory Staff

The service provider shall provide a qualified Supervisor(s) or Manager(s) to be responsible for deploying the service provider's personnel on site and in handling day-to-day administrative matters and be identified as the contact person between the service provider's and the Employer's Supervisor. He/she shall not be performing day to day cleaning duties. All personnel will be subject to effective supervisory arrangements and procedures and the service provider's supervisor shall make daily visits to inspect the performance of the personnel.

#### (r) Equipment and Materials

The service provider will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty as detailed in this contract. The electricity required to drive any power equipment and wholly utilized for works on this contract and drawn from available sockets outlets will however be provided free by the University. Any other fuel to power such equipment as lawnmowers will be provided by the service provider.

#### (s) Areas to be left clean

While placing rubbish in the bins, any garbage must be collected and placed in the bins leaving the area clean.

#### (t) Cleanliness

The University standards should be kept by the service provider to keep the premises contracted for in clean, kept and to be expected standards as set out in the specifications.

- (u) The bidder should be able to justify the prices quoted in each case.
- (v) The contract may be awarded in parts since it covers the entire University of Nairobi and its campuses.
- (w) The service provider must quote separately for cleaning and ground maintenance service as provided in the tender document.
- (x) The bidder is expected to sign service level agreement which shall include the scope of work as per the contract.

# LOCATION WHERE THE SERVICES SHALL BE RENDERED

#### 1. MAIN CAMPUS

(ADMINISTRATION BUILDING OFFICES INCLUDING TAIFA HALL, CARETAKER, SECURITY OFFICES, LIBRARY AND INFORMATION OFFICES/FINANCE AND PRINTING SECTION)

> Provided in 4 no. floors covering a total plinth area of approximately 7795.50 square meters

# **DESCRIPTION OF SERVICES**

- Daily sweeping of floors and corridors
- Washing with soap the floors and corridors twice daily
- Weekly scrubbing of floors and corridors
- Monthly polishing of wooden floor tiles
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the lift lobby twice a day, scrubbing once a week.
- Lift to be kept clean all the times.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors in offices with the carpet and Taifa Hall Lecture, weekly shampooing and quarterly wet cleaning
- Daily mopping of PVC/ceramic office floors (Monday -Friday) and dusting of tables and other surfaces.
- Daily emptying of waste baskets/bins
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration
- Weekly scrubbing of the staircase
- Watering and maintenance of 5No. Flower posts located on the Council Chambers balcony.
- Scrubbing with soap the garbage skips once they are emptied.
- Supply of moth balls to all urinals in the urinals twice a week.
- Weekly supply of air fresheners to all washrooms
- Daily dusting and cleaning of all benches

#### CAR PARKS

- Daily sweeping using soft broom
- Cleaning of the mono-pitched roof over the executive parking

# 2. GANDHI WING-CAFETERIA LOBBYING AREA AND OFFICES FROM BASEMENT TO SIXTH FLOORS

> Provided on 6 no. floor with a basement covering a total plinth area approximately 9292.15 square metres

# DESCRIPTION OF SERVICES

- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the lift lobby twice a day, scrubbing once a week.
  - Lift to be kept clean at all times.
  - Weekly removing of cobwebs.
  - Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
  - Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.
  - Daily dusting and cleaning of all benches
  - Daily emptying of waste baskets.
  - Weekly sweeping and mopping of balconies
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration and Gandhi Wing.
- Weekly scrubbing of the staircase.
- Watering and maintenance of 10No. Flower pots at the Reception of Gandhi Wing.
- Supply of moth balls to all urinals in the building twice a week.

#### 3. POSTGRADUATE LIBRARY WITHIN ADMINISTRATION BLOCK

#### DESCRIPTION OF SERVICES

- Daily mopping of PVC floors tiles and staircases twice a day
- Weekly scrubbing of the PVC/terrazzo floors and staircases
- Washrooms: Mopping thrice a day with disinfectant and scrubbing twice a week for all the terrazzo floored toilets
- Daily washing of the wall to head level
- Continuous wiping of toilet seats and hourly cleaning of toilets
- Supply of moth balls to all the urinals in the building twice a week
- Daily dusting of reading desks and book shelves
- Mopping of entrance lobby twice a day, scrubbing once a week
- Weekly removing of cobwebs
- Daily dusting of the guard rails on all floors and the staircase
- Scrubbing of the staircase walls once every two months
- Weekly scrubbing of the staircase
- Daily emptying of the waste baskets

- Dusting of the windows twice a week
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Monthly polishing of wooden/parquet floor tiles (including corridors)
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants
- Wiping of windows with window cleaning liquid inside and outside twice a week
- Mopping of the Library lift lobby twice a day, scrubbing once a week
- Weekly removing of cobwebs
- Daily emptying of the waste baskets
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails
- Weekly scrubbing of the staircase
- Supply of moth balls to all urinals in the building twice a week

# 4. JOMO KENYATTA MEMORIAL LIBRARY

➤ Provided on 5 floors-covering a total plinth area of approximately 18012 square metres.

#### DESCRIPTION OF SERVICES

- Daily mopping of PVC floors tiles and staircases twice a day
- Weekly scrubbing of the PVC/terrazzo floors and staircases
- Washrooms: Mopping thrice a day with disinfectant and scrubbing twice a week for all the terrazzo floored toilets.
- Daily washing of the wall to head level.
- Continuous wiping of toilet seats and hourly cleaning of toilets.
- Supply of moth balls to all the urinals in the building twice a week.
- Daily dusting of reading desks and book shelves.
- Wiping of windows with window cleaning liquid inside and outside twice a week
- Mopping of entrance lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily dusting of the guard rails on all floors and the staircase.
- Scrubbing of the staircase walls once every two months.
- Weekly scrubbing of the staircase.
- Daily emptying of the waste baskets
- Dusting of the windows twice a week.
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden floor tiles (including corridors)
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.

- Mopping of the lift lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily emptying of the waste baskets
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails
- Weekly scrubbing of the staircase.
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the building twice a week

#### 5. EDUCATION BUILDING

Provided on 5 no. floors with a total plinth area of 5020 square metres and it includes Basement, Ground Floor, second floor, Third Floor, Sweeper's floor and CCU Office Offices /Lecture Theatre, Daily sweeping of floors and corridors

# DESCRIPTION OF SERVICES

- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Monthly polishing of wooden floor tiles including corridors
- Daily washing with soap, mopping at least five times with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and Wcs with disinfectants.
- Wiping of windows with window cleaning with liquid inside and outside twice a week
- Mopping of entrance lobby twice a day, scrubbing once a week
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning
- Daily mopping of Pvc/ceramic office floors and dusting of tables and other surfaces.
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies.
  - Weekly scrubbing of the staircases
  - Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the building twice a week

# CAR PARKS-BEHIND EDUCATION BUILDING

- Clearing of mono pitched roof over the Education Building
- Daily sweeping using soft broom.

# 6 8.4.4 BUILDING

Multipurpose hall with a lecture theatre, Offices and basement store, ground up to second floor covering a total plinth area of 602 square meters

# DESCRIPTION OF SERVICES

• Daily sweeping of floors and corridors

- Washing with soap the floors and corridors twice daily
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Weekly removing of cobwebs.
- Daily mopping of PVC/ceramic office floors (Monday ~Friday) and dusting of lecture theatres tables and other surfaces.
- Daily emptying of waste baskets/bins
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails.
- Scrubbing with soap the garbage skips once they are emptied.
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the urinals twice a week.

# CAR PARKS ~8.4.4.BUILDING ,TUNNEL ON WAIYAKI WAY

- Daily sweeping using soft broom.
- Cleaning of the parking areas
- Daily cleaning and sweeping and Garbage collection
- Draining/unblocking/pumping of water during rainy season

#### 7. HYSLOP / SCIENCE THEATRE BUILDING

Science II Lecture Theatre is a single storeyed building with two Lecture theatres, Seminar room and Engine room with total plinth area of approximately 348 square metres while Hyslop building is 5No.floors—Basement to Fourth floor covering a total plinth areas of 3663.32 Square meters

# **DESCRIPTION OF SERVICES**

- Daily sweeping of floors and corridors
- Washing with soap the floors and corridors twice daily
- Weekly scrubbing of pvc tiles floors and corridors
- Monthly polishing of floor tiles
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning
- Daily mopping of PVC/ceramic office floors (Monday -Friday) and dusting of tables and other surfaces.
- Daily emptying of waste baskets/bins
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails of the building
- Weekly scrubbing of the staircase
- Scrubbing with soap the garbage skips once they are emptied.

- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the urinals twice a week.

#### CAR PARKS

Daily sweeping using soft broom

Cleaning of the mono-pitched roof over the all parking areas

#### **8 PARKLANDS CAMPUS**

➤ It comprises of Administrative block A& B classrooms/Lecture Theatres covering area approximately 2,683 square metres, and the Library of three floors with a total area of 20123.1 square metres.

# DESCRIPTION OF SERVICES

- Daily sweeping of floors and corridors
- Washing with soap the floors and corridors twice daily
- Weekly scrubbing of PVC and Terrazo in part floors and corridors
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Mopping of the Entrance lobby twice a day, scrubbing once a week
- Daily dusting of reading desks and book shelves
- Continuous wiping of the toilet seats and hourly cleaning of toilets
- Daily washing of the wall to head level, washrooms.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Weekly removing of cobwebs.
- Daily mopping of PVC/ceramic office floors (Monday -Friday) and dusting of tables and other surfaces.
- Daily emptying of waste baskets/bins.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard
- Weekly scrubbing of the staircase
- Scrubbing with soap the garbage skips once they are emptied.
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the urinals twice a week. **CAR PARKS**
- Daily sweeping using soft broom
- Cleaning of the parking areas

# 9. MOMBASA UNI~PLAZA~ ALONG MOI AVENUE~PLINTH AREA OF 3359.06 **SQUARE METRES**

# **DESCRIPTION OF SERVICES**

Cleaning materials supply requirements

- Weekly supply of 30 pkts (5 pcs in 1pkt) i.e. 120 pkts per month moth balls for the urinal toilets in the building.
- Supply and Installation of 35 air freshener's dispenser to be filled with new cans twice a month.

- Supply of two cans per office per month of Lavender flavor Office air fresheners for all the 35 offices at Uni-Plaza
- Weekly supply of perfumed hand wash disinfectant liquid soap for all soap dispensers in all toilets in the building.

#### Cleaning services requirements

- Weekly sweeping and mopping of rooftop's balcony.
- Daily sweeping, washing with soap and mopping of 35 UoN offices from ground to 9th floors'.
- Daily sweeping, washing with soap and mopping of inner tiled corridor floors twice a day from ground floor to 9th floors. Scrubbing and them once a week.
- Daily washing with soap, mopping twice a day with disinfectant and scrubbing thrice a week toilets-43 gents cubicles, 21 ladies cubicles and 10 ceramic urinals with ceramic wash hand basins and ceramic toilets pans.
- Daily washing of 9 Nos. kitchenettes with sinks, terrazzo floor & work top from mezzanine to 8th floors' with soap & disinfectant thrice a day.
- Wiping and shining floors inside and outside of  $\sim$ 230 nos. aluminum bronze sliding windows each measuring  $\sim$ 3mtrs x 1.6mtrs from ground floor to 9th floors' once a day.
- Daily sweeping, washing with soap and mopping of lift lobbies floors' from ground to 8th floors' thrice a day. Polishing them once a week.
- Daily sweeping, washing with soap and mopping of the staircases floors and guard rails from basement to rooftop thrice a day.
- Daily sweeping, washing with soap and mopping of the terrazzo floor fire exit staircases twice a day.
- Daily sweeping and mopping of the outside balconies from Mezzanine 8th floors' and washing them with soap twice a week.
- Daily sweeping and mopping with soap of the ground floor's outside front reception area, back/rear cafeteria are and side students studying area floors'.
- Daily sweeping and mopping with soap of the ground floor's inner reception area, libraries in ground and mezzanine floors, ICT labs in mezzanine floor, UNES bookshop in ground floor and Mombasa Campus clinic in 9th floor.
- Daily sweeping and mopping with disinfectant liquid soap of the ground floor's back entrance garbage chute room and cafeteria kitchen floors and walls
- scrubbing them with scrubbing machine twice a week.
- Daily sweeping and washing of the students parking area.
- Daily sweeping and scrubbing with scrubbing machine twice a week washing with soap of the basement parking area floor consisting of 33 parking bays, generator/pump room, electricity
- mains switch room, transformer switch rooms, internet data switch room, store, Maintenance and Mombasa Campus store, Muslim female students prayer room and lift machine room in 9th floor.
- Daily sweeping and washing with soap, wiping desks and tables thrice a day of the Moot court, board room, seminar room and 24 lecture rooms in the building.

# Ground maintenance requirements

Watering, soiling and maintenance of 45 nos. flower plants in pots in the front entrance reception area and outside back entrance, 5 nos. plants planted at the outside front entrance cabro floor, hedge plant fence surrounding the students parking and pruning of overgrown trees' branches around the students' parking area

#### 10. KISUMU CAMPUS COMPLEX

#### COMPREHENSIVE GENERAL CLEANING

	LOCATION	No. Male Cleaners	No. of Female Cleaners	Total
1	Administration Block 1st Floor	2	1	3
		Kisumu Complex To	wers	_
1	Basement	1		1
2	Ground floor	1	1	2
3	First floor	2	1	2
4	Second floor	2	1	2
5	Third floor	1	1	1
6	Fourth floor	1	1	1
7	Fifth floor	1	1	1
8	Sixth floor	1	1	1
	Total	7	7	14

#### DESCRIPTION OF SERVICES

-The first shift of cleaners starts from 6am-4 pm with their Supervisors

While the second shifts starts from 5.00 p.m and should be strictly men to be washing the pathways, general cleaning i.e. toilet and watering of the flowers and grass within the premises.

-Proper handing over /taking over of the shifts should be done exactly at 5.00 p.m. in the evening while the morning handing over and taking over be done at 6.00 .am

# Manual Labour on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment's within Kisumu Campus Complex and the Old Building (British Council) Facilities on short notice.

# a) QUALITY CLEANING MATERIALS AND MACHINES SUPPLY REQUIREMENTS

Weekly supply of the 30 pkts (5 pcs in 1pkt) i.e. 120 pkts per month balls for the urinal toilets in the building.

Supply and Installation of air refesheners, dispensers to be refilled with new cans twice a month

Supply of two cans per office per month of lavender flavor office air refreshener for all

the offi	ces at Kisumu
1) FC	EANING SERVICES REQUIREMENTS  ORMER BRITISH COUNCIL (OLD BUILDING) - ADMINISTRATION OFFICES
	CLUDING ROAD SIDE AREA  The area comprises of: Reception area, Security area, 2No. Offices, Administrator office, Co-ordinator SDCE office, SWA Store and waiting area
•	Daily cleaning of floors and corridors
•	Washing with soap the floors and corridors twice daily
•	Weekly scrubbing of floors and corridors
•	Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
•	Polishing of the wooden floor after every two months
•	Internal and external high level wiping of windows with window cleaning liquid inside and outside twice a week.
•	Weekly removing of cobwebs.
•	Daily mopping of ceramic office floors (Monday -Friday) and dusting of tables and other surfaces.
•	Daily emptying of waste baskets/bins
•	Daily sweeping and scrubbing with scrubbing machine twice a week the road side slabs.
•	Daily mopping of the terrazzo floor staircases and dusting of timber guard rails at the Administration
•	Weekly scrubbing of the staircase
•	Scrubbing with soap the garbage skips once they are emptied.
•	Supply of moth balls to all urinals in the urinals twice a week.
•	Weekly supply of air fresheners to all washrooms
•	Daily dusting and cleaning of all benches
2.KISU	MU COMPLEX CAMPUS
>	It comprises of BASEMENT TO SIXTH FLOORS
BASEMI	ENT
•	Daily sweeping of floors and corridors
•	Weekly scrubbing of floors and corridors.

Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week ceramic floored toilets, and daily washing of sinks and WC's with disinfectants. • Daily sweeping and scrubbing with scrubbing machine twice a week washing with soap of the basement parking area floor consisting of 30 parking bays, generator/pump room, electricity mains switch room, maintenance store, and drainage • Mopping of the lift lobby twice a day, scrubbing once a week. • Lifts to be kept clean at all times. • Weekly removing of cobwebs. • Daily mopping of offices and dusting of tables and other surfaces. • Daily dusting and cleaning of all rails within the premise • Daily emptying of waste baskets. • Daily sweeping, mopping of the ceramic floor staircases and dusting of guard rails along staircases. • Supply of moth balls to all urinals in the building twice a week 2.GROUND FLOOR: Landing Area, Lecture Theatre I • General cleaning of lecture theatre I daily • Internal and external high level windows; Daily wiping of windows with window cleaning liquid inside and externally be done after every three months • Washing, mopping of the floors and corridors twice a day. • Weekly scrubbing of floors and corridors. • Daily washing with soap, mopping at least five times with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants. • Mopping of entrance lobby twice a day, scrubbing once a week. • Twice a week removing of cobwebs. • Daily mopping of ceramic office floors and dusting of tables and other surfaces • Daily emptying of waste baskets. • Daily dusting and cleaning of all benches and rails • Weekly scrubbing of the staircase Supply of moth balls to all urinals in the building twice a week.

# 3.MEZZANINE FLOOR: > Security office, Games Tutor office, Assistant Dean of Student office, Control Room, Store, Gents and Ladies • Washing, mopping of the floors and corridors twice a day • Daily mopping of ceramic office floors and dusting of tables and other surfaces. • Weekly scrubbing of floors and corridors. • Internal daily wiping of windows with window cleaning liquid inside • Daily washing with soap, mopping at least five times with disinfectant and scrubbing onces week terrazo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants • Twice a weekly removing of cobwebs • Weekly scrubbing of the staircase • Daily dusting and cleaning of all benches and rails • Supply of moth balls to all urinals in the building twice a week. 4. FIRST FLOOR > Clinic with Consultation room, Pharmacy, and Reception, lecture Theatre 2, Lecture Theatre 2, Gents and Ladies • Daily washing, mopping of the floors and corridors twice a day. • Weekly scrubbing of the ceramic floors and staircases. • Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants. Supply of moth balls to all the urinals in the building twice a week. • Daily dusting of reading desks. • Internal daily wiping of windows with window cleaning liquid inside. • Weekly removing of cobwebs. • Daily dusting of the guard rails and the staircase. • Daily emptying of the waste baskets • Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants. Mopping of the lift lobby twice a day, scrubbing once a week. 5.SECOND FLOOR:

- It comprises of Seminar Room I, Administrator office (FOA), Student Counselor office, Library, Postgraduates Computer Room, Postgraduate Library, Extended Reading Space, Store, Gents and Ladies
- Daily sweeping of floor and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Weekly removing of cobwebs
- Internal daily wiping of windows with window cleaning liquid inside
- Daily mopping of offices and seminar room and dusting of tables, and other surfaces
- Daily mopping of library, dusting of tables, book racks, reading areas and any other area in the library
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the ceramic floor staircases and mopping of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants
- Mopping of the lift lobby twice a day, scrubbing once a week.

#### 6.THIRD FLOOR~

- It comprises of Deputy Resident Lecturer, lecturer's Lounge, ICT Office, Computer Lab, ICT Server Room, Lecture Room (2No), Seminar Rooms (2No), Lecturer's office, Ladies and Gents
- Daily sweeping of floor and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Internal daily wiping of windows with window cleaning liquid inside.
- Daily washing with soap, mopping after every two hours with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants

• Supply of moth balls to the urinal and gents in the buildings twice a week • Scrubbing of staircases and corridors weekly. • Daily mopping of guard rails • Daily dusting and cleaning of all benches • Daily emptying of waste baskets 7. FOURTH FLOOR: DEPARTMENT OF LAW > It comprises of Seminar Room (2No), Examination Officer Rm, Lecture Rms (3No), Judges Chamber Rm, Moot Court Rm, Administrator Office, Assistant Dean's Office, Lecturer's Officer (3No), Ladies & Gents • Daily sweeping of floors and corridors • Washing ,mopping of the floors and corridors twice a day • Weekly scrubbing of floors and corridors • Daily washing with soap, mopping at least five times with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and Wcs with disinfectants. • Supply of moth balls to the urinal and gents in the buildings twice a week • Internal daily wiping of windows with window cleaning liquid inside • Weekly removing of cobwebs. • Daily emptying of waste baskets. • Weekly scrubbing of the staircases and daily dusting of guard rails • Daily dusting and cleaning of all benches • Supply of moth balls to all urinals in the building twice a week 8.FIFTH FLOOR ➤ It comprises of Seminar Rooms (2No), Coordinator Office SOB, Assistant coordinator office, Administrator office, and Lecturer's offices SOB (1No), Lecture Rooms (3No), Teleconference Room. • Daily sweeping of floors and corridors • Washing with soap the floors and corridors twice daily Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants • Internal daily wiping of windows with window cleaning liquid inside • Weekly removing of cobwebs

- Daily mopping of ceramic office floors and dusting of tables and other surfaces.
- Daily emptying of waste baskets
- Weekly scrubbing of the staircases and daily dusting of guard rails
- Daily dusting and cleaning of all benches
- Scrubbing of staircases and corridors weekly.

#### 9 SIXTH FLOOR

- > It comprises of cooking area and Student Halls Cafeteria
- Daily mopping of interlocking tiles
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Internal daily wiping of windows with window cleaning liquid inside.
- Daily mopping of PVC/ceramic office floors (Monday -Friday) and dusting of lecture theatres tables and other surfaces.
- Daily emptying of waste baskets/bins
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails.
- Scrubbing with soap the garbage skips once they are emptied.
- Supply of moth balls to all urinals in the urinals twice a week.

# **Ground Maintenance Requirements**

Watering, soling and maintenance of flower plants in pots in front of the Campus

#### 11. FACULTY OF BUILT ENVIRONMENT AND DESIGN AND ENGINEERING

Covering a plinth area of approximately 10557 square meters

# **DESCRIPTION OF SERVICES**

- Daily Cleaning of space 108 and monthly stripping and polishing of the same room
- Daily cleaning and dusting terrazzo corridors and stairs
- Daily cleaning of ladies and gents washroom on the basement, periodically scrubbing the terrazzo floors
- Daily removal of the cobwebs and also removing stains on the walls

#### ii)Level two (Ground Floor)

- Daily cleaning of the ADD hall and monthly stripping and polishing of the hall and weekly buffing of the wooden floor
- Daily removal of cobwebs in the ADD hall
- Daily cleaning of the gents' washroom scrubbing the terrazzo floors
- Daily cleaning of the disabled washroom scrubbing the ceramic tiles and removing cobwebs and stains on the walls
- Daily cleaning of the DURP corridor and monthly stripping and polishing the wooden floor and weekly buffing of the floor
- Daily cleaning of classrooms 201, 203 and 219, periodically stripping and polishing the wooden floors and removing the cobwebs and stains on the walls
- Daily cleaning of the balcony outside the DURP chairman's office

# iii)Level 3 (1st floor)

- Daily cleaning of classrooms 314A and 314B mopping the ceramic tiles
- Daily cleaning of classes 312, 313, 315, and 316 monthly stripping and polishing the wooden floors
- Daily scrubbing of the cabro fitted balcony
- Daily scrubbing of the staff gents' washroom which has a terrazzo floor
- Daily cleaning of the corridors and the stairs
- Daily cleaning of the Design studios which are 3 in number, removing all the cobwebs and monthly stripping and polishing the wooden floors
- Daily cleaning of the ladies washroom scrubbing the terrazzo floor
- Daily cleaning of the balcony
- Daily cleaning of the corridors and the stairs

# iv)Level 4 (2nd floor)

- Daily cleaning of the Architecture studios, removing the cobwebs, monthly stripping and polishing the wooden floors
- Daily cleaning of the large seminar room, stripping and polishing the wooden floor
- Daily cleaning of the gent's student's washroom scrubbing the terrazzo floors
- Daily cleaning of the corridors and the stairs, removing all the cobwebs and the stains

# v)Level 5 (3rd floor)

- Daily cleaning of the students' ladies washroom scrubbing the ceramic tiles
- Daily cleaning of classes 520 and 521, Level 5(1) and 5(2)
- Daily cleaning of the gents students' washrooms scrubbing the ceramic tiles
- Daily cleaning of the stairs and the corridors, removing all the cobwebs and stains on the walls.

# vi)Level 6 (4th floor)

- Daily scrubbing of terrazzo in the ladies washroom
- Daily cleaning of the architecture studio 6(2) and Design studio 6(1)
- Daily scrubbing and cleaning the gents' students' washroom
- Daily cleaning of the stairs and the corridors removing all the cobwebs and the stains on the walls.

#### vii) Around the building

- Daily cleaning and monthly scrubbing of the space behind space 108
- Daily cleaning and monthly scrubbing of the space behind the dean's office
- Daily cleaning and monthly scrubbing of the space behind the workshop
- Daily cleaning and monthly scrubbing of the space at the main entrance of the building (Front of the building)

# viii) School of Built Environment Grounds

- Daily sweeping of the HABRI area and trimming grass around that area
- Cutting grass along the Mamlaka road
- Cutting grass along state house road opposite YMCA
- Cutting grass and collecting garbage behind the building facing the generator
- Daily sweeping of the lower and the upper parking
- Daily sweeping of the area from up the entrance to the down entrance
- Daily trimming of trees and flowers
- Monthly cutting of grass round the building

#### 12 FACULTY OF ENGINEERING

Civil, Mechanical and Electrical, EBE (Upper Kabete)

Electrical Engineering (American Wing) of 4 floors covering a total plinth areas of approximately 799.36 square metres, Mechanical Engineering Block of a plinth areas of 4225.45 square metres, Mechanical workshop of total plinth area of 2307 square metres

#### DESCRIPTION OF SERVICES

#### i) Civil Block

- Daily scrubbing of terrazzo stairs and corridors on the 1st, 2nd and 3rd floors
- Daily cleaning of the ladies washroom for the students and staff on the ground floor
- Daily cleaning of Gents washroom for staff and students on the 2nd floor
- Daily cleaning of the areas around the civil block, front of the building, back area of the building near the reserve tanks and the drainage behind the buildings from civil block to the dean's office SOE

# ii) American Wing

- Daily cleaning and scrubbing of the corridors and stairs and monthly stripping and polishing the pvc tiles
- Daily cleaning and scrubbing the terrazzo in the gents and ladies washrooms on the ground, 1st, 2nd and 3rd floors of the building for both students and staff
- Daily sweeping, collecting garbage and periodically scrubbing the area behind the American wing block, generator lab and behind the INST chemical lab and the parking area
- i) Mechanical block
  - Daily scrubbing of the Terrazzo at the entrance of the building

- Daily cleaning and periodically stripping and polishing the PVC on the stairs and the corridors and wiping all the windows
- Daily cleaning and periodically scrubbing the terrazzo in all the washrooms for both students and staff and ensuring that all the washrooms are well cleaned removing all the cobwebs and any form of stain
- Daily sweeping and periodically scrubbing all the areas around the building and cleaning the drainage at the gate next to the Norfolk Hotel
- ii) EBE (Upper Kabete) Posting of 1No.groundman.
  - Daily sweeping of the parking areas and all the areas around the buildings
  - Daily cleaning of the drainages and scrubbing the areas along the building and all the pavements
  - Periodically trimming the grass in the field at the entrance of EBE, behind the laboratories, behind and in front of the Administration block and also behind the marker space area
  - Occasionally scrubbing the area between the Laboratory and the Marker space
  - Periodically trimming the flowers within EBE environment and also trimming the fence

# 13. FACILITY MANAGEMENT BUILDING BLOCK/FLEET AND LOGISTICS AND FACILITY DEVELOPMENT AND MAINTENANANCE COMPLIANCE AND CONSTRUCTION OFFICES AND WORKSHOP

3No.Floors including the basement covering a total plinth area of approximately 762.06 square meters and separate single storied building commonly known as Construction premises.

# DESCRIPTION OF SERVICES

- Daily sweeping of floor and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
- Weekly removing of cobwebs
- Wiping windows with window cleaning liquid both inside and outside twice a week
- Daily mopping of offices and dusting tables and other surfaces
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

# All Parking Areas

• Daily sweeping using soft broom parking and driveways. Clearing of the flat roof over Facility Management Parking and Ablution block and fleet and Logistics (Transport) areas.

#### 14 KENYATTA NATIONAL HOSPITAL CAMPUS

# a) MEDICINE, ADMINISTRATION BLOCK INCLUSING THE PRINCIPAL'S OFFICE (ANNEX) AND THE LECTURE THEATRES 1, II AND III

# DESCRIPTION OF SERVICES

- Daily sweeping of floors, staircases and corridors
- Washing, mopping of the floors and corridors twice a daily
- Weekly scrubbing of floors, staircases and corridors
- Monthly polishing of wooden floor tiles (including corridors)
- Weekly scrubbing terrazo ceramic floored tiles
- Thrice a week dusting all the areas outside the buildings
- Thrice a week removing of cobwebs
- Thrice a week washing ,dusting ,mopping lecture Theatres I,II and III
- Weekly scrubbing Lecture Theatre I,II and III
- Twice a week supply of moth balls to all washrooms
- Daily cleaning and mopping the washrooms with disinfectants and thereafter maintaining its cleanliness throughout the day

# b) NURSING SCIENCES PREMISES

# **DESCRIPTION OF SERVICES**

- Daily sweeping of floors and corridors
- Twice daily washing, mopping of the floors and corridors
- Weekly scrubbing of floors, staircases and corridors
- Monthly polishing of wooden floor tiles (including corridors)
- Weekly scrubbing terrazzo ceramic floored tiles that are in the corridors and the washrooms.
- Thrice a week dusting all the areas inside and outside the School of Nursing Building.
- Twice a weekly removing of cobwebs
- Daily wiping of all windows in the Nursing premises (outside and inside) Lecture theatres (Inside and outside) including the washrooms and all to be done using the window cleaning liquid
- Daily mopping, dusting lecture halls in the Nursing facility
- Twice weekly supply of moth balls to washrooms

# c) PHARMACY PREMISES

# **DESCRIPTION OF SERVICES**

- Daily sweeping of floors and corridors
- Twice daily washing, mopping of the floors and corridors
- Daily cleaning and mopping the washrooms with disinfectant and thereafter maintaining its cleanness throughout the day.
- Weekly scrubbing terrazo ceramic floored tiles that are in the corridors and the washrooms
- Daily wiping of all windows in the Pharmacy (outside and inside) Lecture theatres (Inside and outside) including the washrooms and all to be done using the window cleaning liquid
- Daily dusting all the areas outside and inside the Pharmacy Building

- Twice weekly removal of cobwebs
- Daily mopping, dusting lecture halls in the Pharmacy building
- Twice weekly supply of moth balls to washrooms

# **d.DENTAL SCIENCES PREMISES**

# DESCRIPTION OF SERVICES

- Daily sweeping of floors and corridors
- Twice daily washing, mopping of the floors and corridors
- Daily cleaning and mopping the washrooms with disinfectant and thereafter maintaining its cleanness throughout the day.
- Weekly scrubbing terrazo ceramic floored tiles that are in the corridors and the washrooms
- Daily wiping of all windows in the Pharmacy (outside and inside) Lecture theatres (Inside and outside) including the washrooms and all to be done using the window cleaning liquid
- Daily dusting all the areas outside and inside the Dental Sciences
- Twice weekly removal of cobwebs
- Daily mopping, dusting lecture halls in the Dental Sciences
- Twice weekly supply of moth balls to all washrooms

#### 15. KENYA SCIENCE CAMPUS

#### A) GENERAL CLEANING

	LOCATION
1	Administration block
2	Tuition block and South Wing
3.	Kenya Science Library
4	Uhuru hall, old lecture
5	New Lecture Theatre (New Complex)
6.	New Biology Lab, New Chemistry Lab and New Physics Lab
7.	Wood workshop 01 and 02
8	Residential area both junior and Senior staff quarters.

- The shift of cleaners starts from 6am-4pm with their Supervisors,
- Duties includes washing the pathways, general cleaning i.e. toilets and watering of the flowers and grass within the University premises/Buildings.

#### iii). Manual Labor on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment's within Kenya Science's University of Nairobi facilities on short notice

# 1. Administration Block and Transport Block

- ➤ Provided in no. floors covering a total plinth area of approximately **6,562** square meters comprises of boardroom,offices,library ,computer laboratory,store,Lecture theatre ,wood workshop ,transformer and store, washrooms.
  - Daily sweeping of floors and corridors
  - Washing with soap the floors and corridors twice daily
  - Weekly scrubbing of floors and corridors
  - Monthly polishing of wooden floor tiles
  - Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
  - Wiping of windows with window cleaning liquid inside and outside twice a week.
  - Weekly removing of cobwebs.
  - Daily vacuum cleaning of all carpeted floors in offices with the carpet and Taifa Hall Lecture, weekly shampooing and quarterly wet cleaning
  - Daily mopping of PVC/ceramic office floors (Monday ~Friday) and dusting of tables and other surfaces.
  - Daily emptying of waste baskets/bins
  - Weekly sweeping and mopping of balconies
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration
  - Weekly scrubbing of the staircase
  - Watering and maintenance of flowers.
  - Scrubbing with soap the garbage skips once they are emptied.
  - Supply of moth balls to all urinals in the urinals twice a week.
  - Weekly supply of air fresheners to all washrooms
  - Daily dusting and cleaning of all benches

#### CAR PARKS

- I) Daily sweeping using soft broom
- II) Cleaning of the mono-pitched roof over the parking.

# 2.UHURU HALL AND SCIENCE LECTURE HALL COMPLEX

➤ Single storeyed Double storeyed height with a total plinth area of 828 square metres

with a lecture hall, store, Auditorium and raised stage.

- A double storeyed building with A plinth area of 835 square metres with offices, lecture hall store and toilet facilities
  - Daily sweeping of floors and corridors
  - Washing, mopping of the floors and corridors twice a day.
  - Weekly scrubbing of floors and corridors.
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants.
  - Wiping of windows with window cleaning liquid inside and outside twice a week.
  - Weekly removing of cobwebs.
  - Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
  - Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.
  - Daily dusting and cleaning of all benches
  - Daily emptying of waste baskets.
  - Weekly sweeping and mopping of balconies
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration and Gandhi Wing.
  - Weekly scrubbing of the staircase.
  - Supply of moth balls to all urinals in the building twice a week.

# 3.CHEMISTRY AND BIOLOGY LABS AND PHYSICS LABORATORY

- ➤ 850 Square metres A single storey building with plinth area of 850 square metres Comprising of 417 square metres
- General cleaning of offices daily, Swimming pool cleaning of washrooms /Changing rooms daily, Washing of swimming pool terraces every fortnight
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden floor tiles (including corridors)
- Daily washing with soap, mopping at least five times with disinfectant and

scrubbing twice a week terrazo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.

- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of entrance lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily mopping of PVC/ceramic office floors and dusting of tables and other surfaces.
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies
- Daily dusting and cleaning of all benches
- Weekly scrubbing of the staircase
- Supply of moth balls to all urinals in the building twice a week.

#### CAR PARKS

- Daily sweeping using soft broom
- Clearing of the mono-pitched roof over the education building

# 16 UNIVERSITY OF NAIROBI TOWERS

The University of Nairobi Towers is a 22 storey building briefly described as follows:

- ➤ basements with 30 parking slots, water storage tanks, pump room, waste treatment plant and related accessoriesGround floor Large lobby area with three entrances/exits, a reception desk/information Centre, banking hall, refuse chute collection area
- First floor has two lecture theatres with capacity of 500 and 300 persons respectively
- ➤ Second floor one lecture theatre with capacity of 300 persons, three small offices and storage areas
- ➤ Third floor two lecture theatres with a capacity of 500 and 300 persons
- ➤ 4th floor –5 seminar rooms with a capacity of 60 persons each and a lecture theatre with capacity of 300 persons
- > 5th floor –restaurant area of approximately 686 square metres, changing rooms for the auditorium and break away areas
- ➤ 6th floor Auditorium covering two levels i.e. level five and six with a capacity of 500 persons, an equipment room and storage areas
- > 7&8th floor Confucius Institute
- > 9, 10,11 & 13th floor offices and classrooms
- ➤ 12th &14th floor executive offices for commercial leasing
- ➤ 15th to 19th floor executive offices for internal use

- ➤ 20th floor service floor with standalone AC's, overhead tanks and their related accessories, Building Maintenance Unit
- ➤ 21st floor open to the air with solar panels and ventilators
- ➤ 22nd floor aviation room and a helipad
- A security gate house along Harry Thuku Road

#### GENERAL INFORMATION

# Day Shift

Cleaners to report and sign in at the security desk few minutes to 6.00 a.m.

Cleaning to start at exactly 6am-4pm with close supervision by their Supervisors.

#### Night Shift

The Second Shift/Night shift to start from 4.00 p.m. One (1) Supervisor and Four (4) men to be posted specifically for night shift.

Manual Labour on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment's within University of Nairobi Tower on short notice.

# DESCRIPTION OF SERVICES

- a) Cleaning Services Requirements
  - Cleaning lecture theatres and wash rooms on level 1 to 4 in preparation of evening classes; (N/B day classes ends at 5 o'clock and evening classes commences at 5.30 pm. The lecture theatres have to be cleaned faster to avoid delays of classes);
  - Thoroughly scrubbing all the entrances and ground floor lobby area, pathways, parking and drive way and offloading zone at the security gate off Harry Thuku road, general cleaning i.e. toilets and lecture theatres where we have evening classes
  - Any other general cleaning that might be necessary especially for evening management meetings
  - The proper handing over /taking over of the two shifts to be done exactly at 4.00 p.m.in the evening while the morning handing over and taking over should be done at 6.00 a.m on daily basis
  - Mopping of floors, stairs and corridors at least twice a day
  - High & low dusting of walls
  - Early morning vacuum cleaning of carpeted offices (level 6 auditorium, 15~19 floors)
  - Daily emptying of waste baskets/bins and ferrying of unshredable waste from refuse chute areas located on each and every floor to the waste bins at the chute collection area on ground floor
  - Continuous buffing of common areas after mopping
  - Dusting and cleaning inside lifts
  - Dusting the glazed areas i.e. the walk through human scanners
  - Dusting of furniture (wooden furniture i.e.in the lecture theatres to be cleaned with pledge and no water
  - Continuous thorough cleaning and disinfecting of washrooms and depositing of air fresheners and toilet moth balls in all urinals
  - Dusting the glass parts and glazed arrears
  - Wiping of windows with window cleaning liquid inside and outside twice a week.
  - Daily sweeping using soft broom i.e. parking areas in basement and driveways

- Daily mopping of offices and lecture theatres and dusting of tables and other surfaces using pledge on wooden surfaces and leather creams on leather seats in the management offices
- Daily dusting of the guard rails on all floors and the staircase
- Cleaning of drainages
- The Chandaria Hall carpet will be hoofed often and vacuum cleaning to be done when necessary depending on the cleanliness of the carpet
- The auditorium roof on level 7 shall be kept cleaned all times, sweeping maybe done once in a while and all drainages unblocked
- All drainages to be unblocked especially on the open area on level 5 and auditorium roof on level 7
- Mopping of ground entrance lobby twice a day and continuous buffing to avoid dust
- Parking entry off the security guard gate at Harry Thuku road shall be through cleaned every weekend and sweeping to be done daily
- Note: The lecture theatres have seats and tables that wiped with pledge (no wet wiping)

# WEEKLY ACTIVITIES

- Special thorough cleaning including scrubbing of floors
- Scrubbing the offices / polishing of wooden floor areas
- Dusting of Window / walls / pillars
- Stain removing
- Vacuum cleaning carpeted floors
  - Weekly shampooing and quarterly wet cleaning of carpeted floors or as when required
- Cobweb removal
- High/low level dusting
- Scrubbing and cleaning of two basement parking, rooftop area and the helipad
- Cleaning of glass areas including the glass helmet at entry facing Norfolk Hotel
- Watering and maintenance of Flower pots/vessels
- Weekly supply of air fresheners to all washrooms

# NB: EQUIPMENT& MATERIALS REQUIREMENTS:

- Scrubbing Machine at least two (2)
- Vacuum cleaner/Hoofer machines at least (two)
- Adjustable ladder three legged (5M high); and atleast 20M high steel ladder for low and high level dusting
- Feather Dusters several but at least one to be 10M long to remove dust from high walls
- Squeezers
- Mob buffers at least two for each floor
- Supply of toiletries (air fresheners, toilet balls) for approximately 150 toilets (76 ladies; 74 Gents)
- Dry Fumigation of offices as need be and in liaison with the Estates department

#### 17. CONFICIUS INSTUTUTE ALONG ARBORETUM DRIVE

# **DESCRIPTION OF SERVICES** Supply and Installation of air freshener's dispenser to be filled with new cans twice a month. • Supply and Installation of air fresheners dispensers to be refilled with new cans twice a month • Daily cleaning and disinfecting of washrooms • Daily cleaning of corridors and balconies • Daily dusting of the furniture in the offices Weekly Duties • Monthly polishing of the wooden floors • Wiping of windows twice a week inside and outside Gardening • Watering the flowers daily • Wedding of the flowers • Daily sweeping and ranking the compound • Trimming the hedges Manicuring of car park and pathway Materials and tools • Woodwax, detergents, mopping bucket ,dusting clothes, pledge, disinfectant, gloves among others • Weekly access of machine buffing pad, scrubbing pads • Slashers, rakes pipes and sweeping brooms, lawn mowers

# 18. WANGARI MAATHAI INSTITUTE BUILDING AT UPPER KABETE CAMPUS

The has a site an area of 8,000 m<sup>2</sup>

#### DESCRIPTION

# General Brief Description of the Wangari Maathai Institute Premises

- ➤ It consist of the following;
- a) Chairman's office, Boardrooms, Director, soffie, Administration offices, Eastern wing offices, Lower ground floor and exhibition centre,
- b) Western wing on second floor offices, and washrooms, lower ground floor and verandah and Business centre
- c) Western Wing floor offices, washrooms and verandah, reception area, lower ground floor, Amphitheatre and Business Centre
- d) Eastern wing first floor offices and washrooms,reception,lower ground floor and verandah, Amphitheatre and Business Centre

The breakdown is as follows;

- It includes Democratic space, Amphitthearte and Gate House
- Public area-including reception spaces
- Ground floor level comprises of exhibition building
- Lower ground floor level including the stores ,preparation area, 6no.meeting rooms and 2no.stores
- First floor level including offices
- Second floor level including offices, break out room,lab,offices,reception ,chairman offices,inter offices,Kitchenette,WMI Directors ,gents and ladies Office,Library,Visitor lounge, reception ,inter offices, cleaner office
- Security gate house.
- Grounds Maintenance

#### GENERAL INFORMATION

# Day Shift

Cleaners to report and sign in at the security desk few minutes to 6.00 a.m. Cleaning to start at exactly 6am-4pm with close supervision by their Supervisors.

#### 1.VARIOUS FIELDS/GROUNDS

# Daily duties of various grounds;

- Sweeping the pavements
- Sweeping of the car parks
- Litter collection
- Sweeping of the walkways and parking
- Watering of the flowers when need arise

# Weekly Duties

- Scrubbing the concrete pavements
- Cobweb removal
- High dusting and cobwebs removal
- Trimming the hedges.
- Cutting of grasses on regular basis
- Lawn mowing of at grass at least once a month
- Weeding and edging when need arise

# iii). Manual Labour on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment are within Wangari Maathai Institute on short notice.

# a) Cleaning Services Requirements

- •
- Cleaning all lecture theatres and wash rooms on level in preparation of evening classes. The lecture theatres have to be cleaned faster to avoid delays of classes);
- Thoroughly scrubbing all the entrances and ground floor lobby area, pathways, parking and drive way and offloading zone at the security gate general cleaning i.e. toilets and lecture theatres where we have evening classes.
- Any other general cleaning that might be necessary especially for management meetings
- Mopping of floors, stairs and corridors at least twice a day
- High & low dusting of walls.
- Early morning vacuum cleaning of carpeted offices
- Daily empting of waste baskets/bins and ferrying of unshredable waste from refuse chute areas located on each and every floor to the waste bins at the chute collection area on ground floor
- Continuous buffing of common areas after mopping
- Dusting and cleaning inside lifts
- Dusting the glazed areas i.e. the walk through human scanners
- Dusting of furniture (wooden furniture i.e.in the lecture theatres to be cleaned

# with pledge and no water

- Continuous thorough cleaning and disinfecting of washrooms and depositing of air fresheners and toilet moth balls in all urinals
- Dusting the glass parts and glazed arrears
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Daily sweeping using soft broom i.e. parking areas in basement and driveways
- Daily mopping of offices and lecture theatres and dusting of tables and other surfaces using pledge on wooden surfaces and leather creams on leather seats in the management offices
- Daily dusting of the guard rails on all floors and the staircase
- Cleaning of drainages
- All drainages to be unblocked especially on the open area
- Mopping of ground entrance lobby twice a day and continuous buffing to avoid dust
- Parking entry off the security guard gate to the facility shall be through cleaned every weekend and sweeping to be done daily

#### WEEKLY ACTIVITIES

- Special thorough cleaning including scrubbing of floors
- Scrubbing the offices / polishing of floor areas
- Dusting of Window / walls / pillars
- Stain removing
- Vacuum cleaning carpeted floors
- Weekly shampooing and quarterly wet cleaning of carpeted floors or as when required
- Cobweb removal
- High/low level dusting
- Scrubbing and cleaning of two basement parking
- Cleaning of glass areas including the glass helmet at entry Arboretum drive
- Watering and maintenance of Flower pots/vessels
- Weekly supply of air fresheners to all washrooms

#### Monthly Duties

- Polishing of the aluminum hand rails
- Wiping of accessible windows twice a week inside and outside.

# NB: EQUIPMENT& MATERIALS REQUIREMENTS:

i) Scrubbing Machine – at least two (2)

- ii) Vacuum cleaner/Hoofer machines at least (two)
   i) Adjustable ladder three legged (5M high); and at least 20M high steel ladder for low and high level dusting
   ii) Feather Dusters several but at least one to be 10M long to remove dust from high walls
   iii) Squeezers
   iv) Mob buffers at least two for each floor
   v) Dry Fumigation of offices as need be and in liaison with the Facility
- v) Dry Fumigation of offices as need be and in liaison with the Fac Management Directorate Director

#### NOTE:

- I) The Successful Bidder will be expected to adhere to the University of Nairobi Environmental Sustainability Policy. The waste from the building will be expected to be handled with care to avoid blockage of drainages and refuse chutes. Segregation of different types of waste to be maintained from the source to the collection and disposal points. Water should not be wasted during cleaning; the successful bidder will be expected to have the cleaners use water efficiently without wastage. The green plants/flowers in the building will be expected to be attended to and kept healthy at all times so as to keep our environment safe, healthy and conducive learning.
- II) The building has several wet areas including refuse chute areas, washrooms, kitchens, cleaner's stores/rooms. These areas will be expected to remain clean all times and clear from any blockages. Refuse chutes are located on all floors and cleaners will be expected to dump shredded papers only and the rest of the waste that cannot be shredded will be ferried from the chute area in waste papers to the ground floor chute collection area.

#### 19. FACULTY OF SCIENCE AND TECHNOLOGY -CHIROMO CAMPUS

	LOCATION	
1	Physical sciences Building	
2	Chemistry Building	
3.	Prefabricated Timber Building	
4	Detergent production, Chemistrty sales office	
5	Computing and Informatics Laboratories	

6.	Big Lecture Theatre
7.	Animal House
8.	Animal Experimental Building
9.	Medical Physiology Building
10.	Biochemistry Building
11.	Veterinary Anatomy and Physiology Building
12.	Human Anatomy Building
13.	Offices Biological and Physical Sciences Buildings
14	Equipments stores and Laboratories
15	Block 2
16	CEBIB Building
17	Mwangaza
18	Veterinary Anatomy and Physiology Laboratory
19.	Gecaga Institute
20.	Store One and Two
21.	Chiromo Library
22.	Large Lecture Theatre
23.	Millennium One
24.	Millennium Two
25.	Biological Sciences Block One
26.	Exercise and Cardiovascular Laboratory
27	Institute of African Studies

- The shift of cleaners starts from 6am-4pm with their Supervisors,
- Duties includes washing the pathways, general cleaning i.e. toilets and watering of the flowers and grass within the University premises/Buildings.

## iii). Manual Labor on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment's within University of Nairobi facilities on short notice

## 1. PHYSICAL SCIENCES BUILDING

Provided in 4 no. floors covering a total plinth area of approximately 6280 square meters comprises of workshops, offices, computer labs, garage, seminar room, museum,

- boardroom,kitchen ,lecture rooms,library and washrooms
  - Washing with soap the floors and corridors twice daily
  - Weekly scrubbing of floors and corridors

Daily sweeping of floors and corridors

- Monthly polishing of wooden floor tiles
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the lift lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors in offices with the carpet and Taifa Hall Lecture, weekly shampooing and quarterly wet cleaning
- Daily mopping of PVC/ceramic office floors (Monday ~Friday) and dusting of tables and other surfaces.
- Daily emptying of waste baskets/bins
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration
- Weekly scrubbing of the staircase
- Watering and maintenance of 5No. Flower posts located on the Council Chambers balcony.
- scrubbing with soap the garbage skips once they are emptied.
- Supply of moth balls to all urinals in the urinals twice a week.
- Weekly supply of air fresheners to all washrooms
- Daily dusting and cleaning of all benches

## CAR PARKS

- i) Daily sweeping using soft broom
- ii) Cleaning of the mono-pitched roof over the parking.
  - CHIROMO LIBRARY –Three Storeyed building of approximately 2904 square metres comprises of reading rooms, stores, computer section, periodical section, graduate library, staffroom, workroom, offices, Reading area A and B and washrooms facilities,
  - Daily mopping of PVC floors tiles and staircases twice a day.
  - Weekly scrubbing of the PVC/terrazzo floors and staircases.
  - Washrooms: Mopping thrice a day with disinfectant and scrubbing twice a week for all the terrazzo floored toilets.

- Daily washing of the wall to head level.
- Continuous wiping of toilet seats and hourly cleaning of toilets.
- Supply of moth balls to all the urinals in the building twice a week
- Daily dusting of reading desks and book shelves.
- Mopping of entrance lobby twice a day, scrubbing once a week
- Weekly removing of cobwebs.
- Daily dusting of the guard rails on all floors and the staircase.
- Scrubbing of the staircase walls once every two months.
- Weekly scrubbing of the staircase.
- Daily emptying of the waste baskets
- Dusting of the windows twice a week.
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden/parquet floor tiles (including corridors)
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the Library lift lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily emptying of the waste baskets
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails.
- Weekly scrubbing of the staircase.
- Supply of moth balls to all urinals in the building twice a Week

## 2.CHEMISTRY BUILDING

Double storey building covering a total plinth area approximately 3282 square meters comprises of store, offices, laboratories, boardrooms and washrooms.

- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Daily washing with soap, mopping after every one day with disinfectant and

- scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the lift lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.
- Daily dusting and cleaning of all benches
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the premises.
- Weekly scrubbing of the staircase.
- Watering and maintenance of 10No. Flower pots at the Reception
- Supply of moth balls to all urinals in the building twice a week.

#### 3.PREFABRICATED TIMEBER BUILDING

General cleaning of offices daily, Swimming pool cleaning of washrooms / Changing rooms daily, Washing of swimming pool terraces every fortnight

- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden floor tiles (including corridors)
- Daily washing with soap, mopping at least five times with disinfectant and scrubbing twice a week terrazo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of entrance lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.

- Daily mopping of PVC/ceramic office floors and dusting of tables and other surfaces.
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies
- Daily dusting and cleaning of all benches
- Weekly scrubbing of the staircase
- Supply of moth balls to all urinals in the building twice a week.

#### CAR PARKS

- i) Daily sweeping using soft broom
- ii) Clearing of the mono-pitched roof over the education building

## 4.COMPUTING AND INFORMATICS/ICT CENTRE

Provided on Four storey floors-covering a total plinth area of approximately 2502 square metres, with offices, computer room, seminar rooms, Lecture room and labs.

- Daily mopping of PVC floors tiles and staircases twice a day.
- Weekly scrubbing of the PVC/terrazzo floors and staircases.
- Washrooms: Mopping thrice a day with disinfectant and scrubbing twice a week for all the terrazzo floored toilets.
- Daily washing of the wall to head level.
- Continuous wiping of toilet seats and hourly cleaning of toilets.
- Supply of moth balls to all the urinals in the building twice a week.
- Daily dusting of reading desks and book shelves.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of entrance lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily dusting of the guard rails on all floors and the staircase.
- Scrubbing of the staircase walls once every two months.
- Weekly scrubbing of the staircase.
- Daily emptying of the waste baskets
- Dusting of the windows twice a week.
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden floor tiles (including corridors)

- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of the lift lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily emptying of the waste baskets
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails
- Weekly scrubbing of the staircase.
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the building twice a week

## ➤ LECTURE THEATRE –NEW LECTURE THEATRE,—

- ➤ A double storey building covering an area of 327 square meters
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches

• Supply of moth balls to all urinals in the buildings twice a week

## All Parking Areas

❖ Daily sweeping using soft broom parking and driveways

## 6.ANIMAL HOUSE AND EXPERIMENTAL ROOM

- Daily sweeping of floor and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
- Weekly removing of cobwebs
- Wiping windows with window cleaning liquid both inside and outside twice a week
- Daily mopping of offices and dusting tables and other surfaces
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

#### 7.DEPARTMENTAL OF MEDICAL PHYSIOLOGY

- ➤ A four strorey building with a covering area of 2,331 Square feet comprising of offices, Laboratories, washrooms
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces

- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

Daily sweeping using soft broom parking and driveways

Clearing of the flat roof over the Parking and Ablution block and other areas.

#### **8.BIOCHEMISTRY BUILDING**

- ➤ A four strorey building with a covering aarea of 1360 Square feet comprising of offices, Laboratories, washrooms
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

## All Parking Areas

❖ Daily sweeping using soft broom parking and driveways

## 9. VETERINARY ANATOMY AND PHYSIOLOGY BUIDING

➤ A four storey building with a covering aarea of 1537 Square feet comprising of offices, Laboratories ,Theatre ,Seminar rooms, washrooms

- Daily sweeping of floor and corridors
- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
- Weekly removing of cobwebs
- Wiping windows with window cleaning liquid both inside and outside twice a week
- Daily mopping of offices and dusting tables and other surfaces
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

- ❖ Daily sweeping using soft broom parking and driveways
- ❖ Clearing of the flat roof over Building and other areas.

#### 10.BIOLOGICAL AND PHYSICAL SCIENCES BUIDINGS

- > 1042 SQUARE METRES EQUIPMENT STORES AND LABORATORIES 208 SQUARE METRES
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.

- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

#### 11.BLOCK 2

- ➤ A three storey building with a covering aarea of 4,439 square meters comprising of offices, Laboratories ,Archive washrooms
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

## All Parking Areas

❖ Daily sweeping using soft broom parking and driveways

## 12.CEBIB BUILDING

- ➤ A three storey building with a covering area of 884.27 square meters comprising of offices, Laboratories ,Archive washrooms
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day

- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
- Weekly removing of cobwebs
- Wiping windows with window cleaning liquid both inside and outside twice a week
- Daily mopping of offices and dusting tables and other surfaces
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

❖ Daily sweeping using soft broom parking and driveways

## 13.PREFABRICATED BLOCKS AND MWANGAZA HOUSE

> 522 SQUARE METRE, Comprises offices and Hall

## **MWANGAZA HOUSE**

- ➤ 22.75 SQUARE METRES Comprises of laboratories and seminar room
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.

- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

❖ Daily sweeping using soft broom parking and driveways

## 14. VETERINARY ANATOMY AND PHYSIOLOGICAL LABORATORY

> Single storey of 40 square metres

#### GECAGA INSTITUTE

- Single storey building of plinth area of 402 square metres
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

#### All Parking Areas

Daily sweeping using soft broom parking and driveways

## 15.SMALL LECTURE THEATRE, AND LLT LARGE LECTURE THEATRE BUILDING

i. Small Millennium Theater

- ➤ Double storey building of 700 Square meters comprising of Lecture halls, offices and mini service room
- ii. Millennium Hall One
- ➤ One floor having a plinth area of 815 square metres comprises of podium, store behind podium and store near the entrance
- iii. Millennium Hall 2
- ➤ Single storey of approximately 815 square metres comprising of room behind the podium and a single room
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

Daily sweeping using soft broom parking and driveways

#### 16.BIOLOGICAL SCIENCES

#### **BLOCK ONE**

- A four storeyed building with a plinth area of approximately 6,385.54 square metres comprising of electronic workshop, control room, labs, offices computer rooms conference rooms, Kitchen and washrooms
  - Daily sweeping of floor and corridors

- Washing, mopping of the floors and corridors twice a day
- Weekly scrubbing of floors and corridors
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
- Weekly removing of cobwebs
- Wiping windows with window cleaning liquid both inside and outside twice a week
- Daily mopping of offices and dusting tables and other surfaces
- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

❖ Daily sweeping using soft broom parking and driveways

## 17.INSTITUTE OF AFRICAN STUDIES

- A Single storey building with a covering an area of 1,692 square meters comprising of reception area, waiting room, offices ,store,kitchen, Boardroom and washroom
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces

- Daily emptying of waste baskets.
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
- Weekly scrubbing of the staircase
- Daily dusting and cleaning of all benches
- Supply of moth balls to all urinals in the buildings twice a week

Daily sweeping using soft broom parking and driveways

## 18.SCIENCE AND COMPUTING LAB C4D LAB

- A two storey building with Comprising of basement, ground to First floor covering a plinth area of 1,800 square meters comprising of offices, Laboratories ,boardrooms ,preparation room, data room ,washrooms
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

## All Parking Areas

❖ Daily sweeping using soft broom parking and driveways

#### 19.EXAMINATION CENTRE

- A Four storey building with a covering an area of 5073 square meters comprising of reception area, waiting room, offices ,store, kitchen, Boardroom, 2no. Examination halls and washroom facilities
  - Daily sweeping of floor and corridors
  - Washing, mopping of the floors and corridors twice a day
  - Weekly scrubbing of floors and corridors
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored tiles and daily washing of sinks and WCs with disinfectant
  - Weekly removing of cobwebs
  - Wiping windows with window cleaning liquid both inside and outside twice a week
  - Daily mopping of offices and dusting tables and other surfaces
  - Daily emptying of waste baskets.
  - Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of guard rails
  - Weekly scrubbing of the staircase
  - Daily dusting and cleaning of all benches
  - Supply of moth balls to all urinals in the buildings twice a week

Daily sweeping using soft broom parking and driveways

#### 20. LOWER KABETE CAMPUS

## GENERAL CLEANING LOCATION

- 1 Old Administration block
- 2 Tuition block A and B
- 3. Lower Kabete Library Mwai Kibaki and Old Library
- 4 NTB Classrooms
- 5. Block L.M.S
- 5 New Administration Block and Academic facilities and Ablution Block
- 6. Lower Kabete Campus and its compound, sports facilities

The shift of cleaners starts from 6am-4pm with their Supervisors,

#### 1.Old Administration Block

Provided in 2no. floors covering a total plinth area of approximately **957** square meters comprises of Reprographics room, coordination office, boardroom, several offices, store room theatre, wood workshop and washrooms.

## **DESCRIPTION OF SERVICES**

- Daily sweeping of floors and corridors
- Washing with soap the floors and corridors twice daily
- Weekly scrubbing of floors and corridors
- Monthly polishing of wooden floor tiles
- Daily washing with soap, mopping at least four times daily with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors in offices with the carpet and Taifa Hall Lecture, weekly shampooing and quarterly wet cleaning
- Daily mopping of PVC/ceramic office floors (Monday ~Friday) and dusting of tables and other surfaces.
- Daily emptying of waste baskets/bins
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration
- Weekly scrubbing of the staircase
- Watering and maintenance of flowers.
- Scrubbing with soap the garbage skips once they are emptied.
- Supply of moth balls to all urinals in the urinals twice a week.
- Weekly supply of air fresheners to all washrooms
- Daily dusting and cleaning of all benches

#### CAR PARKS

III) Daily sweeping using soft broom

IV) Cleaning of the roof over the parking.

#### 2.TUITION BLOCK WING A AND B

- ➤ Provided on the three floors and having a total plinth area of approximately 1,674 square metres which comprises of lecture hall, offices, Computer laboratories, Lecture Theatre and Wash rooms Facilities.
- Daily sweeping of floors and corridors
- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.
- Daily dusting and cleaning of all benches
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies
- Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration and Gandhi Wing.
- Weekly scrubbing of the staircase.
- Supply of moth balls to all urinals in the building twice a week.

## 3.a) LIBRARY MWAI KIBAKI A

A provided on the three floors and having a total plinth area of approximately 2,134 square meters which comprises reception area, cloakroom, workroom, circulation, offices washrooms and washroom facilities, Kitchenette.

#### b) OLD LIBRARY BUILDING

- ➤ Provided on 2no.floors having a total plinth area of 977 square meters comprising of approximately 977 square meters comprising of lecture rooms, store room, offices computer room and wash room facilities ,processing room
- General cleaning of offices daily, Swimming pool cleaning of washrooms /Changing rooms daily, Washing of swimming pool terraces every fortnight
- Daily sweeping of floors and corridors

- Washing, mopping of the floors and corridors twice a day.
- Weekly scrubbing of floors and corridors.
- Monthly polishing of wooden floor tiles (including corridors)
- Daily washing with soap, mopping at least five times with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets and daily washing of sinks and WCs with disinfectants.
- Wiping of windows with window cleaning liquid inside and outside twice a week.
- Mopping of entrance lobby twice a day, scrubbing once a week.
- Weekly removing of cobwebs.
- Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.
- Daily mopping of PVC/ceramic office floors and dusting of tables and other surfaces.
- Daily emptying of waste baskets.
- Weekly sweeping and mopping of balconies
- Daily dusting and cleaning of all benches
- Weekly scrubbing of the staircase
- Supply of moth balls to all urinals in the building twice a week.

## CAR PARKS

Daily sweeping using soft broom

Clearing of the roof over the

## **4.NEW TUITION BLOCK**

- ➤ Provided on the 2no. floors and having a total plinth area of approximately,1,350 square comprises of offices, lecture halls and washrooms facilities
  - Daily sweeping of floors and corridors
  - Washing, mopping of the floors and corridors twice a day.
  - Weekly scrubbing of floors and corridors.
  - Daily washing with soap, mopping after every one day with disinfectant and scrubbing Twice a week terrazzo/ceramic floored toilet, and daily washing of sinks and WC's with disinfectants.
  - Wiping of windows with window cleaning liquid inside and outside twice a week.
  - Weekly removing of cobwebs.
  - Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.

• Daily mopping of offices and lecture theatres and dusting of tables and other surfaces. • Daily dusting and cleaning of all benches • Daily emptying of waste baskets. • Weekly sweeping and mopping of balconies • Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails. • Weekly scrubbing of the staircase. • Supply of moth balls to all urinals in the building twice a week. • Daily sweeping of floors and corridors • Washing, mopping of the floors and corridors twice a day. • Weekly scrubbing of floors and corridors. • Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants. • Wiping of windows with window cleaning liquid inside and outside twice a week. • Weekly removing of cobwebs. • Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning. • Daily mopping of offices and lecture theatres and dusting of tables and other surfaces. • Daily dusting and cleaning of all benches • Daily emptying of waste baskets. • Weekly sweeping and mopping of balconies • Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber guard rails at the Administration and Gandhi Wing. • Weekly scrubbing of the staircase. Supply of moth balls to all urinals in the building twice a week.

>	Block L-165 Square metre, Block M-165 Square metre, S-244 Square meters	
•	Washing, mopping of the floors and corridors twice a day.	
•	Weekly scrubbing of floors and corridors.	
•	Daily washing with soap, mopping after every one day with disinfectant and scrub	bing twi
•	terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfer	ctants.
•	Wiping of windows with window cleaning liquid inside and outside twice a week.	
•	Weekly removing of cobwebs.	
•	Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly we	et cleani
•	Daily mopping of offices and lecture theatres and dusting of tables and other surfa-	ces.
•	Daily dusting and cleaning of all benches	
•	Daily emptying of waste baskets.	
•	Weekly sweeping and mopping of balconies	
•	Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of	timber
	guard rails.	
•	Weekly scrubbing of the staircase.	
•	Supply of moth balls to all urinals in the building twice a week.	
• [	Daily sweeping of floors and corridors	
· \	Washing, mopping of the floors and corridors twice a day.	
· V	Weekly scrubbing of floors and corridors.	
• I	Daily washing with soap, mopping after every one day with disinfectant and	
S	scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of	
S	sinks and WC's with disinfectants.	
V	Wiping of windows with window cleaning liquid inside and outside twice a week.	
\ \	Weekly removing of cobwebs.	
• [	Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly	
v	vet cleaning.	
• [	Daily mopping of offices and lecture theatres and dusting of tables and other	
	surfaces.	
• [	Daily dusting and cleaning of all benches	
• T	Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of	

## 6.ADMINISTRATION AND ACADEMIC FACILITIES OFFICE AND EXTERNAL ABLUTION BLOCK

➤ It is two floors having a total plinth area of approximately 1,737 square meters co Auditorium/lecture theatre, Offices and washroom facilities ,Boardroom, seminar room,

Washing, mopping of the floors and corridors twice a day.

Weekly scrubbing of floors and corridors.

Daily washing with soap, mopping after every one day with disinfectant and scrubbing to floored toilets, and daily washing of sinks and WC's with disinfectants.

Wiping of windows with window cleaning liquid inside and outside twice a week.

Weekly removing of cobwebs.

Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet clear

Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.

Daily dusting and cleaning of all benches

Daily emptying of waste baskets.

Weekly sweeping and mopping of balconies

Daily sweeping, mopping of the terrazzo floor staircases and monthly polishing of timber

Weekly scrubbing of the staircase.

Supply of moth balls to all urinals in the building twice a week.

Daily sweeping of floors and corridors

Washing, mopping of the floors and corridors twice a day.

Weekly scrubbing of floors and corridors.

Daily washing with soap, mopping after every one day with disinfectant and scrubbing twice a week terrazzo/ceramic floored toilets, and daily washing of sinks and WC's with disinfectants.

Wiping of windows with window cleaning liquid inside and outside twice a week.

Weekly removing of cobwebs.

Daily vacuum cleaning of all carpeted floors, weekly shampooing and quarterly wet cleaning.

Daily mopping of offices and lecture theatres and dusting of tables and other surfaces.

#### 7.SPORTS GROUND AND SPORTS OFFICES

- Mowing of grass every begging of the month or twice a month during rainy season ,the netball volley ball football pitches handball, hockey rugby,
- Spraying of herbicides and rolling at the begging of every quarter to all track fields

- Daily picking of litters and emptying of litter bin to all sports ground, sports offices
- Marking of sports field with used oil on football, rugby, football, netball hand ball hockey as per specification given weekly.
- Marking of tennis ,hockey ,athletic track with marking lime Weekly
- Regularly fumigating of moles and ants in all sports ground
- Daily sweeping of the walk ways, parking areas
- Weekly manicuring of all the grass and the flower beds around the compound
- Regular trimming of the edges and watering the flowers

#### 21. UNIVERSITY HEALTH SERVICES

#### DESCRIPTION

## General Brief Description of the University Health services and its Premises

➤ It consist of the following;

Director University Health Services Offices.

Senior staff clinic of 2no.floor with a total plinth areas of approximately 678 square meters consist of drug stor, waiting area, telephone room, medical records room, kitchen, toilet facilities, pharmacy room, nursing station, Emergency room, Nursing station, Emergency treatment and consultation room, Consultation roms, washrooms store.

- i) Students sick bay which is single storey of plinth area of 185 square metres.
- ii) Minor surgical theatre of approximately 144 square metres
- iii) Audit, vct offices of approximately 199 square metres comprising of offices, counselling section,tv room,store and washroom
- iv) Clinical Laboratory of 270 square metres comprising of offices, cleaning area and other medical rooms and washrooms
- v) Satellite clinics i.e .Kikuyu,Upper Kabete,Lower Kabete, Kenya Science, Chiromo and Parklands Campuses.
- vi) Grounds Maintenance at senior staff, student clinic, sickbay area and other satellite clinics

## GENERAL INFORMATION

#### 1.VARIOUS FIELDS/GROUNDS

## Daily duties of various grounds;

- Sweeping the pavements
- Sweeping of the car parks
- Litter collection
- Sweeping of the walkways and parking
- Watering of the flowers when need arise

## Weekly Duties

- Scrubbing the concrete pavements
- Cobweb removal
- High dusting and cobwebs removal
- Trimming the hedges.
- Cutting ofgrasses on regular basis
- Lawn mowing of at grass at least onces amonth
- Weeding and edging when need arise

## iii). Manual Labour on Furniture and office equipment

Provision of adhoc manual as provided and when required to move furniture and other office equipment are within the University Health Services and its satellite clinics on short notice.

## b) Cleaning Services Requirements

#### CLEANING SERVICES

- 1. The cleaning services which will be done 24hours, 7days a week will include and not limited to:
- i. All corridors in the University Health services from ground floor to other floors including the staircases
- ii. All external corridors 1st floor and grounds floor covering the clinics, offices, wards,

University clinic, open areas and related areas.

- iii. All corridors around administration areas, staff and student clinics, Director University Health Services, Sick bays and other satellite clinics' office
- iv. All stair cases and ramps used by Hospital Clients
- v. All Public toilets which include but not limited to these covering clinic and other satellite clinics
- vi. All open water/ storm drains around and within the Hospital areas.
- vii. All rooftops and the drains around there in
- viii. All external surfaces and to include Walls, window panes/seals, verandas

and any
hangings on the walls of staff and student clinics and other clinics, wards etc.
ix. Daily cleaning and disinfection of all hospital common areas (patients and
utility).
x. The Public hand washing facilities installed within the hospital.
•
xi. The hospital's information Centre and surrounding ramps/pavements.
xii. Continuous spot checking of hospital corridors and environment.
WEEKLY ACTIVITIES
Special thorough cleaning including scrubbing of floors
Scrubbing the offices / polishing of floor areas
Dusting of Window / walls / pillars
Stain removing
Vacuum cleaning carpeted floors
Weekly shampooing and quarterly wet cleaning of carpeted floors or as when required
Cobweb removal
High/low level dusting
Scrubbing and cleaning of two basement parking Cleaning of glass areas including the glass helmet at entry Arboretum drive
Watering and maintenance of Flower pots/vessels
Weekly supply of air fresheners to all washrooms
Monthly Duties
Polishing of the aluminum hand rails
Wiping of accessible windows twice a week inside and outside.
NB: EQUIPMENT& MATERIALS REQUIREMENTS:
Scrubbing Machine – at least two (2)
Vacuum cleaner/Hoover machines – at least (two)
Adjustable ladder – three legged (5M high); and at least 20M high steel ladder
for low and high level dusting  Feather Dusters – several but at least one to be 10M long to remove dust from
high walls
Squeezers
Mob buffers – at least two for each floor
Dry Fumigation of areas as need be and in liaison with the Facility Management Directorate Director
NOTE:
1. The Company should be in possession of the following cleaning tools
/equipment
i. Trolleys for fetching water during cleaning.

- ii. Floor scrubbing machines for frictional cleaning (two minimum)
- iii. Hoover machines for sucking of any stagnant water within their areas of operation (Vacuum cleaning).
- iv. Adequate floor squeezers, window squeezers, brooms, floor mops, dusters/etc.
- v. Provide mop buckets as per the hospital colour coding requirements.
- vi. Provide adequate toilet brushes and force cups for each toilet unit.
- vii. Provide cleaning checklist for monitoring by company and UoN officers.
- viii. Provide scented Naphthalene ball on all urinals at all times.
- 2. The company to provide adequate detergents disinfectants and floor and toilets ball distainers which shall be sampled by the hospital for efficacy/effectiveness from a reputable government Laboratory.
- 3. While carrying out the activities the company shall ensure 24 hours coverage of the hospital's areas, ensure that all litter bins along the corridors are regularly emptied, ensure that at all times their operational areas are free from litter, stains, dust, or any other matter that may affect the hospital's aesthetic conditions.
- 4. The company shall provide adequate and competent supervisory and cleaning staff for both day and night duties.
- 5. Successful bidder will also be responsible for the continuous cleaning and disinfection of all the common areas within the hospital/clinic. This will include internal and external surfaces and surrounding areas.
- 6. The company shall conform to the labor laws of Kenya on the minimum wages for its employees. The employees shall also have the necessary insurance cover.
- 7. The company shall provide adequate protective equipment which shall include but not limited to gumboots, dust masks, head gears, heavy duty gloves, overalls and such staff shall be identifiable as company employees.
- 8. The bidder shall attaché to the bid document the plan of work / schedule on how to execute
- 9. Notwithstanding these specifications, the services of the contractor may be required for any activity within the hospital /clinic of an emergency nature at No extra cost

## PROVISION FOR COMPREHESIVE GROUND/GARDENING MAINTENANCE SERVICES AT THE UNIVERSITY OF NAIROBI (academic areas and surroundings excluding hostels

Posting of Ninety One (91) ground men and (4) visiting supervisors in the following areas to be distributed as follows;

	Location/Area	No. of
		Ground men
1	Facility Management, Engineering Block ,Logistics and Fleet	3
	Management /Maintenance Workshop and its Environs	
2.	Central Administration i.e. Gandhi Wing, Great Court, Areas	3
	around Fountain of Knowledge, Hyslop, Jomo Kenyatta	
	Memorial Library, Education Building, 8.4.4.parking, Areas	
	around Central Police, Main Campus perimeter wall	
	(,University Way and Slip Road) ,Hurry Thuku Road	
3.	Chancellor's Court Playfields, Swimming Pool, Games Dep't	6
	area, Area around Central Catering Unit	
4.	Parklands Campus –Faculty of Law	2
5.	Sports Facilities including all the Faculties	10
6.	Kenya Science Campus	13
7.	Wangari Maathai Institute	6
8	Lower Kabete Campus	3
9.	University Health Services	3
10.	Faculty of Science and Technology	15
11	Kenya Science Campus	15
12.	Faculty of Built Environment and Design	2
13.	Confucius Institute	1
14	KNH Campus	9

## i) GREAT COURT AND ITS SURROUNDINGS-MAIN CAMPUS

- Trimming the hedges once a week and trimming /pruning trees where necessary
- Weeding the lawns twice a week
- Manicuring of grass lawns twice per week

## JOMO KENYATTA MEMORIAL LIBRARY-MAIN CAMPUS

- Water of gardens twice per week
- Tendering of the flower gardens once a week
- Weeding of lawns once a week
- Manicuring of lawns twice per week
- Scrubbing with soap once per week

## CHANCELLOR'S COURT AND ITS SURROUNDING INCLUDING PLAY GROUNDS, SWIMMING POOL ,PARKING AREAS NEAR CENTRAL CATERING UNIT

- Daily picking of litter and Emptying of litter and emptying of litter bins to the all sports grounds
- Watering of flower gardens twice per week,
- Manicuring of grass lawns twice per month
- Mowing of grass every begging of the month or twice a month during rainy season, the netball area graduation court football pitches handball, rugby, American football, and tennis areas
- Spraying of herbicides and rolling at the begging of every quarter to tennis all track fields and hockey
- Mowing of grass trimming and weeding of hedges very fortnight in sports and games departmental office swimming pool and sports grounds
- Daily picking of litters and emptying of litter bin to all sports ground, sports offices, swimming pool and pathway leading tp sport and games offices and swimming pool
- Marking of sports field with used oil on football, rugby, American football, netball as per specification given weekly
- Marking of tennis ,hockey ,athletic track with marking lime Spraying of herbicides and Edging of tarmac pitches hand ball, volley ball and basket ball
- Regularly fumigating of mole and ants in all sports ground including swimming pool area and sports and game areas.
- Trimming of hedges once per week
- Maintenance of gardens twice per week
- Sweeping of pathways/parking daily

**NOTE:** Area around the Dias and public toilet at Graduation square should be washed during graduation period and some events that may arise time to time.

#### GANDHI WING GROUNDS-MAIN CAMPUS

• Watering of flower gardens twice per week

- Weeding/maintenance of flower gardens once per week.
- Trimming of hedges once per week., trimming /pruning of trees where necessary
- Manicuring of grass lawns twice per month
- Scrubbing with soap concrete benches once per week

## V) FACILITY MANAGEMENT ,WORKSHOPS,CONSTRUCTION AND ENGINEEERING PARKING—MAIN CAMPUS

- Trimming of hedges once per week., trimming/pruning of trees where necessary
- Weeding of lawns once per week
- Manicuring the lawns once per week.
- Sweeping of Car Parks and pathways daily
- Watering of gardens twice per month
- Scrubbing concrete benches with soap once per week
- Cleaning of drainages

## VI) AREAS BEHIND EDUCATION BUILDING/JKML NEXT TO 8.4.4.BUILDING–MAIN CAMPUS

- Trimming of hedges once per week, trimming of trees where necessary
- Weeding of Lawns once per week
- Sweeping of pathways/walkways daily
- Maintenance of flower beds onces a week.
- Scrubbing with soap concrete benches once per week.

## VII) 8,4,4,PARKING~MAIN CAMPUS

- Daily sweeping of the parking
- Maintenance of gardens onces per week
- Manicuring of lawns onces per week
- Trimming of hedges onces per week, trimming of trees where necessary
- Scrubbing with soap concrete benches once per week.

#### VIII) HYSLOP PARKING AND ITS SURROUNDING I.E.UNSA OFFICES-MAIN CAMPUS

- Watering of the gardens Once per week
- Trimming of hedges once per week, trimming of trees where necessary
- Trimming of hedges once per week
- Maintenance of flower beds once per week
- Scrubbing with soap all concrete benches once per week.

## IX) ALONG MAIN CAMPUS PERIMETER /BOUNDARY WALLA~UNIVERSITY WAY

## EXTENDING TO SLIP ROAD UPTO 8.4.4.BUIDING BEHIND THE LIBRARY AND HURRY THUKU ROAD —FENCE –EXTERNAL AND INTERNAL • Watering of flowers • Tendering of flowers • Cleaning and Dusting of the metal grilles twice a month • Trimming of hedges once a week, trimming of trees where necessary • Manicuring/weeding of gardens • Maintaining and cutting of flowers on a regular basis. ADMINISTRATION BLOCK-MAIN CAMPUS X) • Watering of Gardens twice a week • Trimming of hedges once a week, trimming of trees where necessary • Manicuring/weeding of gardens • Maintenance/Weeding of Gardens once per week • Daily Sweeping of the car parks AREA AROUND CENTRAL POLICE STATION~HURRY THUKU ROAD-MAIN CAMPUS XI) • Trimming of hedges once per week AREA AROUND THE FOUNTAIN OF KNOWLEDGE-MAIN CAMPUS XII) • Tendering of flower beds once week • Cleaning of foundation once a week • Cleaning of the pathways/walkways once per week. • Scrubbing with soap concrete Benches once per week • Watering of Gardens twice a week • Trimming of trees where necessary XIII) PARKLANDS CAMPUS~FACULTY OF LAW • Tendering of flower beds once week • Cleaning of the pathways/walkways once per week. • Scrubbing with soap Benches once per week • Manicuring, weeding of gardens • Trimming of hedges once a week • Trimming of trees where necessary ix) SPORTS FACILTITIES MAINTENANCE OF SPORTS FACILTIES

## a) FACULTY OF LAW OFFICE, AND SWIMMIMNG POOL

- General cleaning of offices daily, by washing and mopping
- Wiping of windows with window cleaning liquid inside and outside twice per week
- Daily sweeping of floor around the swimming pool
- Daily Washing with soap and mopping at least five times with disinfectant scrubbing twice a week the ceramic floored toilet and dairy washing of bathroom and sink with disinfectant
- Weekly Washing of swimming terraces week
- Wiping of windows with window cleaning liquid inside and outside twice per week
- Weekly Sweeping and scrubbing of entrance lobby
- Empting of waste baskets
- Sweeping of filter pump room
- Maintenance of flowerbed a in swimming pool area
- Mowing twice a month
- Removing of cobweb in changing room and wash rooms weekly
- Supply of moth ball to urinal in swimming pool onces a week
- Wiping and dusting of tables and other surfaces in office daily
- Regularly fumigating of moles and ants in all sports ground

## b) FACULTY OF VETERINARY SCIENCE SPORTS GROUND AND OFFICE

- Mowing of grass every begging of the month or twice a month during rainy season, the netball football pitches handball, rugby,
- Spraying of herbicides and rolling at the begging of every quarter to all track fields
- Daily picking of litters and emptying of litter bin to all sports ground, sports offices
- Marking of sports field with used oil on football, rugby, football, netball hand ball as per specification given weekly
- Marking of tennis, athletic track with marking lime
- Regular fumigating of moles and ants in all sports ground

## c) FACULTY OF EDUCATION SPORTS GROUND AND OFFICE

- Mowing of grass every begging of the month or twice a month during rainy season, the netball volley ball football pitches handball, hockey rugby,
- spraying of herbicides and rolling at the begging of every quarter
- to all track fields
- Daily picking of litters and emptying of litter bin to all sports ground, sports offices

- Marking of sports field with used oil on, football, netball hand ball hockey as per specification given weekly
- Regular fumigating of moles and ants in all sports ground

## d) FACULTY OF EDUCATION KENYA SCIENCE SPORTS GROUND AND OFFICE

- Mowing of grass every begging of the month or twice a month during rainy season, the netball volley ball football pitches handball, hockey rugby,
- Spraying of herbicides and rolling at the begging of every quarter to all track fields
- Daily picking of litters and emptying of litter bin to all sports ground, sports offices
- Marking of sports field with used oil on football, rugby, netball hand ball hockey volley ball track field as per specification given weekly
- Marking of tennis, with marking lime weekly
- Regular fumigating of moles and ants in all sports ground

#### **SWIMMIMNG POOL**

- General cleaning of offices daily, by washing and mopping
- Wiping of windows with window cleaning liquid inside and outside twice per week
- Daily sweeping of floor around the swimming pool
- Daily Washing with soap and mopping at least five times with disinfectant scrubbing twice a week the ceramic floored toilet and dairy washing of bathroom and sink with disinfectant
- Weekly Washing of swimming terraces week
- Wiping of windows with window cleaning liquid inside and outside twice per wee
- weekly Sweeping and scrubbing of entrance lobby
- Empting of waste baskets
- Sweeping of filter pump room
- Maintenance of flowerbed a in swimming pool area
- Mowing twice a month
- Removing of cobweb in changing room and wash rooms weekly
- Supply of moth ball to urinal in swimming pool onces a week
- Wiping and dusting of tables and other surfaces in office daily
- Regularly fumigating of mole and ants in swimming pool area

## i) CHIROMO CAMPUS-FACULTY OF SCIENCE AND TECHNOLOGY

The ground includes Arboretum, Waiyaki way, Botanical gardens. The lawns includes Jevanjee gardens, Behind Maintenance, African studies, Procurement, Millenium Hall,

- Behind Library, Fish Pond, Booster area and Tuckshop area
- Daily Sweeping all the way all the parking areas, Alala Road which sterches from the bridge to the Chiromo Morgue
- Mowing of grass every beginning of the month, or twice a month during the rainy season to the Fields, trimming /Pruning of trees where necessary
- Spraying of Herbicide and rolling at the beginning of every quarter to the
- Mowing of grass, trimming and weeding of hedges every fortnight and its compound
- Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and trimming of hedges every fortnight.
- Daily picking of litter and Emptying of litter and emptying of litter bins to the all grounds
- Watering of flower gardens twice per week,
- Manicuring of grass lawns twice per month
- Trimming of hedges once per week
- Regularly fumigating of mole and ants in swimming pool area
- Maintenance of gardens twice per week
- Sweeping of pathways/parking daily

**NOTE:** Area along Alala road, near the building with Chiromo Campus

## XXII) FACULTY OF AGRICULTURE AND VETERINARY SCIENCES –UPPER KABETE CAMPUS

- ➤ **Posting** of groundsmen to the entire area of Upper kabete both Faculties area, all the walkways, flower beds, Parking areas, roundabouts, all small common areas leading to the buildings.
- Watering of flower gardens twice per week
- Weeding/maintenance of flower gardens once per week.
- Trimming of hedges once per week., trimming /pruning of trees where necessary
- Manicuring of grass lawns twice per month
- Scrubbing with soap concrete benches once per week
- Maintenance of gardens twice per week
- Sweeping of pathways/parking daily
- Area from the main Entrance of the Campus ,within the Campus leading to Loresho gate
- Regularly fumigating of mole and ants in swimming pool area
- Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and

trimming of hedges every fortnight.

• Daily picking of litter and Emptying of litter and emptying of litter bins to the all grounds

#### XXII) KENYA SCIENCE CAMPUS

Posting of groundsmen expected to the entire Kenya Science which include includes all the walkways, flower beds, Car Parking, Roundabout ,all small common areas leading to the buildings and storm water drainage system, flower beds,fences,and litter collection, Kenya Science Farms, general compound,(bush,forest,perimeter fence maintenance)

- Watering of flower gardens twice per week
- Weeding/maintenance of flower gardens once per week.
- Trimming of hedges once per week., trimming /pruning of trees where necessary
- Manicuring of grass lawns twice per month
- Scrubbing with soap concrete benches once per week
- Maintenance of gardens twice per week
- Sweeping of pathways/parking daily
- Area from the main Entrance of the Campus ,within the Campus
- Regularly fumigating of mole and ants in swimming pool area
- Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and trimming of hedges every fortnight.
- Daily picking of litter and Emptying of litter and emptying of litter bins to the all grounds

# PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

#### SECTION VI ~ 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-Clause8.2 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;
- i) "Government" means the Government of Kenya;
- k) "Local Currency "means Kenya shilling;
- 1) "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 may be 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

# 2.2.1 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-Clause3.8. 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 valueing 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 period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period 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 period 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 period 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 period 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 period 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 period 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

#### 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 remunerationinconnectionwiththisContractortheServices,andtheServiceProvidershallnotacce ptfortheir 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 bed is qualified 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 Sub contractors', 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

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 Care 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-Clauses2.4and6.3.

### 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: *(corrected tender price-tender price)/tender price X100.*

# 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 period **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 foreach 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 fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

# $P_c = A_c + B_c Lmc / Loc + C_c Imc / Ioc$

Where:P<sub>c</sub> is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A<sub>c</sub>, B<sub>c</sub> and C<sub>c</sub> are coefficients specified in the **SCC**, representing: A<sub>c</sub> the non-adjustable portion; B<sub>c</sub> the adjustable portion relative to labor costs and C<sub>c</sub> the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc 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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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

- 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 Period 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 period 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 period of 28days, 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 hall 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 s 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 period 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 interim;
  - 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 period 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 period 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 period 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 been titled to payment for such part of the claim as he has be enable to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed fined 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 Contract or 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) Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance 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 Dis satisfaction 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 titled 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 Nairobi Centre for International Arbitration		
1.1(v)	Project Manager is <b>DIRECTOR</b> , <b>FACILITY MANAGEMENT</b>		
1.1(d)	The contract name is <b>PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI</b>		
1.1(g)	The Procuring Entity is <i>University of Nairobi</i>		
1.1(1)	The Member in Charge is		
1.1(o) The Service Provider is			
1.4	The addresses are:  Procuring Entity:30197-00100 Nairobi  Attention:  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 July 2022		
2.2.2	The Starting Date for the commencement of Services is 1 July 2022		
2.3	The Intended Completion Date is 30 <sup>h</sup> June 2023		
3.2.3	Activities prohibited after termination of this Contract are: N/A		
3.4	The risks and coverage by insurance shall be:  (i) Third Party liability		
3.5(d)	The other actions are N/A		
3.7	Restrictions on the use of documents prepared by the Service Provider are: N/A		
3.8.1	The liquidated damages rate is 0.5% per day  The maximum amount of liquidated damages for the whole contract is <i>10</i> 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: N/A		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
6.2(a)	The amount in Kenya Shillings		
6.3.2	The performance incentive paid to the Service Provider shall be: 5%		
6.4	Payments shall be made monthly		
6.5	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4  The interest rate is		
6.6.1	Price adjustment is N/A		
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows:		
9.1	The designated Appointing Authority for a new Adjudicator is		
9.2	The Adjudicator is Who will be paid a rate of per hour of work? The following reimbursable expenses are recognized:		

#### C. FORMS

# SECTION VIII ~CONTRACT FORMS

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

en	ficiary:
ato	[Insert date of issue]
ER	ORMANCE GUARANTEE No.:
ua	antor:
•	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").
•	Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
•	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 of0, such 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.
	This guarantee shall expire, no later than theDay 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.
•	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]

<sup>&</sup>lt;sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>&</sup>lt;sup>2</sup>Insert 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]

Ben	eficia	ror letterhead or SWIFT identifier code   ry: [insert name and Address of Procuring Entity] [Insert date of issue]
PER	FORM	MANCE BOND No.:
Gua	aranto	r: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	Con Sur ame typ bin	as Principal (hereinafter called "the ntractor") and as Surety (herein after called "the ntractor"), are held and firmly bound unto] as Obligee (herein after called "the Procuring Entity") in the ount of for the payment of which sum well and truly to be made in the es and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety d themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly these presents.
2.	day spe	HEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the
3.	fait and by	W, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and hfully perform the said Contract (including any amendments thereto), then this obligation shall be null d void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the curing 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	e Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5.	the cor	y suit under this Bond must be instituted before the expiration of one year from the date of the issuing of Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or poration other than the Procuring Entity named herein or the heirs, executors, administrators, cessors, and assigns of the Procuring Entity.
6.		testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has used these presents to be sealed with his corporate seal duly attested by the signature of his legal

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

final product.

code| [Guarantor letter head or SWIFT] identifier codel Beneficiary: \_\_\_\_\_\_[Insert name and Address of Procuring Entity] [Insert date of issue] ADVANCE PAYMENTGUARANTEE No.: [Insert guarantee reference number] Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead] We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into 1. 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, 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 ac companying 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; b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate 4. from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_at\_\_\_\_ The maximum amount of this guarantee shall be progressively reduced by the amount of the advance 5. 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. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one 6. 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

<sup>&</sup>lt;sup>1</sup>The 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.

<sup>&</sup>lt;sup>2</sup>Insert 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] lone 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."

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

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

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

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

Tender Reference No.:	[insert identification
no] Name of the Assignment:	[insert name of the assignment] to:
[insert complete	e name of Procuring Entity]
In response to your notification of award datedadditional information on beneficial ownership:options that are not applicable	[insert date of notification of award] to furnish[select one option as applicable and delete the
I) We here by provide the following beneficial own	nership information.
Details of beneficial ownership	

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

# OR

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

OR

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

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

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

# body of the Tenderer]"

Name of the Tenderer:*[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]
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 yea