

REPUBLIC OF KENYA



**UNIVERSITY OF NAIROBI
P. O. BOX 30197-00100
NAIROBI**

**PROVISION OF COMPREHENSIVE GENERAL CLEANING
AND GROUND MAINTENANCE SERVICES TO THE
UNIVERSITY OF NAIROBI**

TENDER NUMBER: UON/ONT/01/2022-2023

DATE OF NOTICE: 20th February 2023

CLOSING DATE: 28th February 2023 AT 11.30 AM

All correspondence to:

DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES
P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,
TEL: (254-20) –4910000/ 020 4913082
E-MAIL: directorsupplychain@uonbi.ac.ke

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

TENDER NO. UON/ONT/01/2022– 2023

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 (PIIP); 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 directorsupplychain@uonbi.ac.ke 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 **Tuesday 28th February 2023 at 11:30 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:

- i) The term "in writing" means communicated in written form (e.g., by mail, email, fax, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- ii) if the contexts or esquires, "singular" means "plural" and vice versa; and
- iii) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not

derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same legal representative as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f) 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 be the Tenderer's own expense.

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated

representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with 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. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
- a) **Form of Tender** prepared in accordance with ITT 14;
 - b) **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 - c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
 - d) **Alternative Tender:** if permissible in accordance with ITT 15;
 - e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f) **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h) **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i) Any other document required in the **TDS**.
 - j) The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event

of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Activity Schedule

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

15. Alternative Tenders

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

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in

the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

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

18. Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers. qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.5 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 incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine 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 withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. Sign the Contract in accordance with ITT 46; or
- d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

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

21.10A 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 a record 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 ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5 The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

38. Abnormally High Tenders

38.1 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.

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

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

38.3 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.

39. Unbalanced and/or Front-Loaded Tenders

39.1 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.

39.2 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.

40. Qualification of the Tenderer

- 40.1 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.
- 40.2 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.
- 40.3 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.

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

- 41.1 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

42. Award Criteria

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

43. Notice of Intention to enter in to a Contract

- 43.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of 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;

44. Stand still Period

- 44.1 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.
- 44.2 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.

45. Debriefing by the Procuring Entity

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

46. Letter of Award

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

47. Signing of Contract

- 47.1 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.
- 47.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 47.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

48. Performance Security

- 48.1 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.

48.2 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.

49. Publication of Procurement Contract

49.1 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.

50. Adjudicator

50.1 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.

51. Procurement Related Complaints and Administrative Review

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

51.2 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/01/2022-2023 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 1 year from the date of Contract signing. The contract is renewable for one year subject to satisfactory performance.
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 not be held . (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. N/A
ITT 9.1	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 February 2023 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 shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Services: N/A
ITT 16.7	The prices quoted by the Tenderer shall not 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 shall not be required. A Tender-Securing Declaration shall be required.
ITT 21.3 (a)	The Contract price shall be adjusted by N/A
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: Tuesday 28th February 2023 Time: 11:30 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, 3rd Floor, Administration block, Main Campus on Tuesday 28th February 2023 at 11:30 a.m.
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initiated by four representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initiated by four representatives and shall be numbered, any modification to the unit or total price shall be initiated 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)

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The date for the exchange rate shall be: the deadline date for Submission of the 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 Nairobi Centre For International Arbitration . The hourly fee for this proposed Adjudicator shall be specified . The biographical data of the proposed Adjudicator is as follows: N/A
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: UNIVERSITY OF NAIROBI</p> <p>Email address: directorsupplychain@uonbi.ac.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. 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	Criteria	Mandatory Requirement	Responsive/ Non-Responsive
1.	Legal Capacity	To determine capacity to enter into contract	Must Submit a copy of Certificate of Registration / Incorporation /Business Registration Certificate	
2.	Ownership Structure	Confirmation of details of Directors and shareholders	<ul style="list-style-type: none"> • Must Submit Details of Directorship /Ownership with respective shareholding and citizenship. Attach CR12/CR13 (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.	Business Permit	Proof of the bidder is authorized to operate the business	Valid Business Permit from respective County Government	
4.	Preference and Reservations	To determine if the firm is registered under Preference and Reservations category	Must Submit a Valid AGPO Certificate from the National Treasury	
5.	Tax Compliance	Proof of the bidder has fulfilled tax obligations	Must Submit a copy of Valid Tax Compliance Certificate. This certificate should be valid as at the date of tender submission.	
6.	Form of Tender	The form of tender to be prepared as prescribed; filled, Signed, stamped and be submitted along with the following documents as indicated.	<ol style="list-style-type: none"> 1. Duly prepared, filled, signed and stamped form of Tender. 2. Certificate of Independent Tender Determination (Duly Filled. Signed and Stamped) 3. Self- Declaration Form SD1 and SD2 (Duly Filled. Signed and Stamped) 	
7.	Tender Securing Declaration	Tender Securing Declaration filled, Signed and Stamped	Must Submit a Duly filled, Signed and Stamped Tender Securing Declaration	
8.	Price schedule	Price Schedule to be duly filled, signed and stamped.	Must Submit a Duly Filled. Signed and Stamped Price Schedule in the format provided	
9.	Details of Business Ownership Structure	Confidential Business Questionnaire and Tender Information Form Duly filled, signed and stamped	Must Submit a Duly Filled Signed and Stamped Confidential Business Questionnaire	
10.			Must Submit a Duly Filled Signed and Stamped Tender Information Form	
11.	Litigation History	Duly filled, signed and stamped form CON-1	Must submit FORM CON –1 Historical Contract Non-Performance, Pending Litigation and Litigation History	
12.	Registration by NSSF as an Employer	Provide the certificate and remittance evidence	Must Submit a copy of Valid NSSF Compliance Certificate and provide evidence of remittance for the past three months (November,	

No.	Subject	Criteria	Mandatory Requirement	Responsive/ Non-Responsive
			December 2022 and January 2023) for a minimum of 300 employees	
13.	Registration by NHIF as an Employer	Provide the certificate and remittance evidence	Must Submit a copy of Valid NHIF Compliance Certificate (November, December 2022 and January 2023) and provide evidence of remittance for the past three months for a minimum of 300 employees	
14.	Insurance cover	Must provide proof of current and valid Work Benefit Insurance Cover, All Risk Insurance Cover, Professional Indemnity, Employers Liability, Fidelity Guarantee, Contractual Liability	Must provide documents indicating the various covers	
15.	Compliance to labour requirements	Provision of letter of compliance, evidence of adhering to minimum wage and written undertaking	<ul style="list-style-type: none"> • Must Provide letter of compliance issued by Ministry of Labour showing compliance to labour requirements. • Must provide evidence of adhering to minimum wage (Provide copy of salary schedule. • A written undertaking for compliance to payment of minimum wage as per the latest Gazette Notice on Minimum Wage Rates for each category of staff. This must also reflect in the price quoted. 	
16.	Pagination/Serialization	To Safeguard tender documents from mutilation and manipulation	Tender Document MUST be sequentially paginated/serialized on each page including all the attachments	

TECHNICAL EVALUATION

No	Criteria	Specifications/Requirements	Pass/Fail
1.	Experience Past performance	<p>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.</p> <p>Evidence provided should be in the form of recommendation letters/completion certificates clearly stating scope of works and No. of personnel deployed.</p> <p>NB: Submission of LPO/Contracts without recommendation letters/completion certificates WILL NOT BE CONSIDERED as evidence. The Procuring Entity will verify the authenticity of the recommendation letters/Completion certificates /contracts from the organizations. Bidders found to have submitted fraudulent documents will be disqualified and in addition to other sanctions as provided in the law.</p>	
2.	Human Capacity (Staff Qualification)	<p>a) Supervisor- Provide CV's and Certificates for at least 10 supervisory staff that you intend to attach for the execution of the service if successful.</p> <p>b) Operation Staff- Evidence of minimum 100 trained staff in your organization. Provide Certificates of relevant training</p>	
3.	Cleaning Equipment and Accessories owned by the firm directly assigned to the University of Nairobi during the contract period	<ul style="list-style-type: none"> • At least Two (2 No.) Walk-Behind Scrubbing Machines. Proof of purchase receipts, hire or lease agreement. In case of a lease, the Lease Agreement should be specific to this tender. • At least Five (5No.) Wet& Dry Vacuum Machines. Proof of purchase receipts, hire or lease agreement. In case of a lease, the Lease Agreement should be specific to this tender. • At least Ten (10 No.) Scrubbing Machines. Proof of purchase receipts, hire or lease agreement. In case of a lease, the Lease Agreement should be specific to this tender. 	
	Financial Capacity	<p>a) Certified Audited Accounts for the last three (3) years (2019, 2020 and 2021). The Financial Statements must be duly signed and stamped</p> <p>b) Average Turnover in the last three years should be at least Kenya Shillings Fifty Million (50,000,000.00)</p> <p>c) Evidence of access to credit line from a reputable financial institution.</p>	

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 Criteria	<p>The Contract will be awarded to the successful tenderer whose tender has been determined to:</p> <ul style="list-style-type: none"> • Be Substantially responsive to the tender document • Offer the lowest evaluated total cost for the provision of cleaning and ground maintenance services • Substantially meets the qualification criteria applicable for the specific services.
--------	----------------	---

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 award (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.
- 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 in conformity 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, r 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
- n) **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.
- o) **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.

- p) **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.
- q) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

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

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

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

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

Date signed..... *[insert date of signing]* **day of***[insert month], [insert year]*

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer. 1. 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 (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, **provide the following details.**

Name in full: _____ Age _____

Nationality: _____ Country of Origin _____

Citizenship _____

c) Partnership, **provide the following details.**

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-
 Nominal Kenya Shillings (Equivalent)
 Issued Kenya Shillings (Equivalent)

i) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				

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

i) Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm?

Yes/No.....

If yes, provide details as follows.

No	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

No	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		

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

iii) Certification

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

Full Name.....

Title or Designation_____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity] for: _____
_____ [Name and number of tender] in
response to the request for tenders made by: _____
_____ [Name of Tenderer] do hereby make the following statements that
I certify to be true and complete in every respect:

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

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

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date_____

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

iii) SELF-DECLARATION FORMS
FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of.....
(Insert name of the Company) who is a Bidder in respect of **Tender No.**for.....
(insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(Insert name of the Company)* who is a Tenderer in respect of Tender No..... for *(Insert tender title/description)* for *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(Insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Tenderer, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(Name of the procuring entity)*
4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

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 1.1 above.

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 below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under 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;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

- c) Shall not be a subcontractor for the 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.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the

detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect 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.

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

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

2. TENDERER INFORMATION FORM

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

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

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

1.	Tenderer's Name [insert Tenderer's legal name]
2.	In case of JV, legal name of each member: [insert legal name of each member in JV] i. ii.
3.	Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4.	Tenderer's year of registration: [insert Tenderer's year of registration]
5.	Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6.	Tenderer's Authorized Representative Information Name:[insert Authorized Representative's name] Address:[insert Authorized Representative's Address] Telephone/Fax numbers: ...[insert Authorized Representative's telephone/fax numbers] Email Address:[insert Authorized Representative's email address]
7.	Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: i. Legal and financial autonomy ii. Operation under commercial law iii. Establishing that the tenderer is not under the supervision of the Procuring Entity <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.14. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

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: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information <ul style="list-style-type: none">• Name:..... <i>[insert name of JV's Member authorized representative]</i>• Address:..... <i>[insert address of JV's Member authorized representative]</i>• Telephone/Fax numbers:<i>[insert telephone/fax numbers of JV's Member authorized representative]</i>• Email Address:..... <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.<input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

We, the undersigned, declare that:

- a) We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
- b) 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:
 - c) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
 - d) 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.
- e) 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

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

FORM PER-2:

Resume and Declaration - Key Personnel.

Name of Tenderer

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

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

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

DECLARATION

I, the undersigned..... "Key Personnel" certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>

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

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

Name of Contractor's Representative or Key Personnel: _____

[insert name]

Signature: _____

Date: (day month year): _____

Counter signature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

FORM ELI -1.1 Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM ELI -1.2

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

Date: _____

ITT No. and title: _____

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

FORM CON –1

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____ Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

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

FORM FIN-3.1:**Financial Situation and Performance**

Tenderer's Name: _____

Date: _____

JV Member's Name: _____

ITT No. and title: _____

Financial Data

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

Sources of Finance

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

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

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant

Section III, Evaluation and Qualifications Criteria, Sub-factor3.

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

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

FORM FIN-3.3:

Financial Resources

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

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

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.					
6.					

CONTRACT FORMS

NOTIFICATION OF INTENTION TO AWARD -this Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative

Name:[insert Authorized Representative's name]

Address:[insert Authorized Representative's Address]

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

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

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

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

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

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

ITT No:[insert ITT reference number from Procurement Plan]

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

- 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:	[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.]

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

How to request a debriefing

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

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

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

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

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

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

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

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

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

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 complaints@ppra.go.ke or info@ppra.go.ke

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.

On behalf of the Procuring Entity:

Signature: _____ **Name:** _____

Title/position: _____

Telephone: _____ **Email:** _____

LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....[date]

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

Subject: _____ **Notification of Award Contract No.....**

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

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract dully signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract Agreement

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:

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

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

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

For and on behalf of _____ *[name of Procuring Entity]* _____ *[Authorized Representative]* For and on behalf of *[name of Service Provider]* ----- *[Authorized Representative]*

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

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

..... *[name of member]*

..... *[Authorized Representative]*

..... *[name of member]*

..... *[Authorized Representative]*

PART II – PROCURING ENTITY'S REQUIREMENTS

1. The Specifications and Priced Activity Schedules

1	2	3	4	5
N°	Description of Services	Unit	Delivery Date	Total Price per Service
1.	Provision of Comprehensive Cleaning services at the University of Nairobi as per schedule at the Administrative Offices/Lecture rooms as per schedule	193 Cleaners	1-year WEF 1 April 2023	
2.	Provision of Comprehensive Cleaning services/ ground/ gardening maintenance services at the Administrative Offices /Lecture rooms as per schedule	12 Supervisors	1-year WEF 1 April 2023	
3.	Provision of ground/ gardening maintenance services at Administration areas	45 Grounds men	1-year WEF 1 April 2023	
4.	Provision of ground/ gardening maintenance services at Administration areas	2 Supervisors	1-year WEF 1 April 2023	
5.	Provision of Comprehensive Cleaning services at the Student Welfare Services as per schedule	80 Cleaners	1-year WEF 1 April 2023	
6.	Provision of ground/ gardening maintenance services	45 Grounds men	1-year WEF 1 April 2023	
7.	Provision of Comprehensive Cleaning services at the student hostels as per schedule and specifications	10 Supervisors	1-year WEF 1 April 2023	
8.	Cleaning/Gardening materials (Detergents, Accessories Clothing)	Lot	1-year WEF 1 April 2023	
9.	Administration & Overhead costs (Including profit margin		1-year WEF 1 April 2023	

10.	VAT		1-year WEF 1 April 2023	
	Total Contract Sum per month			
	Total Contract Sum (Inclusive of Taxes) for 12 months(1 year)			

Name of Tenderer*[insert complete name of Tenderer]*

Signature of Tenderer [signature of person signing the Tender].....Date [insert date].....

NB: The University has a 3-month recess period between July – September where the numbers of cleaners will be scaled to 30%. The numbers of grounds men will be scaled down to 50%.

TABLE I: ADMINISTRATION OFFICES ACTIVITY SCHEDULE**Posting of 193 cleaners and 12 Supervisors**

No.	LOCATION	Supervisor	No. of Male Cleaners	No. of Female Cleaners
1.	Old Administration Block	1	2	7
2.	Gandhi Wing Block		4	6
3.	Gandhi Wing Library (Graduate)		1	1
4.	Jomo Kenyatta Memorial Library	1	2	4
5.	Education Building		2	4
6.	8.4.4. Building		1	2
7.	Hyslop/Science Building		1	2
8.	Parklands Campus	1	2	5
9.	Mombasa Uni-Plaza Campus	1	7	6
10.	Kisumu Campus	1	6	6
11.	ADD Building		3	5
12.	Faculty of Engineering Block including EBE at Upper Kabete Campus		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	1	6	12
15.	Kenya Science Campus	1	7	7
16.	University of Nairobi Towers	1	12	12
17.	Confucius Institute	1	2	5
18.	Chair Of the Council		1	1
19.	Wangari Maathai Institute	1	3	3
20.	Chiromo Campus	1	10	10
21.	Lower Kabete Campus	1	7	5
	Total	12	84	109

TABLE II: Posting of 45 Groundmen and 2 supervisors

No.	Location/Area	No. of Ground men
1	Facility Management, Engineering Block, Logistics and Fleet Management /Maintenance Workshop and its Environs	2
2.	Central Administration i.e. Gandhi Wing, Great Court, Areas 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	4
3.	Chancellor's Court Playfields, Swimming Pool, Games Dep't area, Area around Central Catering Unit	4
4.	Parklands Campus –Faculty of Law	2
7.	Wangari Maathai Institute	3
8	Lower Kabete Campus	3
9.	University Health Services	3
10.	Faculty of Science and Technology	8
11	Kenya Science Campus	8
12.	Faculty of Built Environment and Design	1
13.	Confucius Institute	1
14	KNH Campus	6
	TOTAL	45

TABLE III STUDENT WELFARE SERVICES

DESCRIPTION						
Posting of One Hundred and Thirty-Five (135) including Eighty Cleaners, forty-five grounds men (45) and Ten (10) supervisors during the day at Student Hostels and offices as follows:						
No.	Location	Supervisor	No. of Male Cleaners	No. of Female Cleaners	Grounds - Male	Total
1.	Upper State House Road Unit	1	3	3	2	9
2.	Lower State House Road Unit	0	3	3	2	8
3.	Womens Hall	1	3	3	2	9
4.	Upper Kabete	1	5	4	0	10
5.	Lower Kabete	1	0	4	2	7
6.	Kenyatta Campus	1	7	3	2	13
7.	Kikuyu	1	5	4	2	12
8.	Parklands Campus	1	2	1	1	5

9.	Mamlaka	1	3	3	2	9
10.	Kenya Science	1	3	4	1	9
11.	Chiromo	1	4	4	1	10
12.	CCU Block	0	2	0	1	3
13.	Student Centre	0	2	0	1	3
14.	SWS HQ	0	2	0	1	3
	Total	10	44	36	45	135

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 cleaning firm to provide comprehensive cleaning and ground maintenance services as specified in the description of services for a contract period of one year renewable once 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 roster 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

(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.

f) Age of Employees

Age between 18 and 55 years

g) 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.

h) 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.

i) 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.

j) Staff Uniform and Protective Clothing

The service provider shall provide the cleaning staff with uniform and identifications badges having the company name which they 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
- Must be adequate to provide quality service and avoid any interruption of business.
- Must have health certificate from a Public Health Institution.

k) 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.

l) 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.

m) 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.

n) 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 must 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.

o) 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.

p) 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.

q) 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.

r) 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.

DESCRIPTION OF SERVICE

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 Lecture halls , 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
• Weekly scrubbing of the staircase
• Watering and maintenance of Flower pots
• 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

LOCATIONS WHERE THE SERVICES SHALL BE RENDERED

1. UNIVERSITY OF NAIROBI TOWERS

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

- i) basements with 30 parking slots, water storage tanks, pump room, waste treatment plant and related accessories
- ii) Ground floor – Large lobby area with three entrances/exits, a reception desk/information Centre, banking hall, refuse chute collection area
- iii) First floor has two lecture theatres with capacity of 500 and 300 persons respectively
- iv) Second floor – one lecture theatre with capacity of 300 persons, three small offices and storage areas
- v) Third floor – two lecture theatres with a capacity of 500 and 300 persons
- vi) 4th floor –5 seminar rooms with a capacity of 60 persons each and a lecture theatre with capacity of 300 persons
- vii) 5th floor –restaurant area of approximately 686 square metres, changing rooms for the auditorium and break away areas
- viii) 6th floor – Auditorium covering two levels i.e. level five and six with a capacity of 500 persons, an equipment room and storage areas
- ix) 7&8th floor – Confucius Institute
- x) 9, 10,11 & 13th floor – offices and classrooms
- xi) 12th &14th floor – executive offices for commercial leasing
- xii) 15th to 19th floor – executive offices for internal use
- xiii) 20th floor – service floor with standalone AC's, overhead tanks and their related accessories, Building Maintenance Unit
- xiv) 21st floor – open to the air with solar panels and ventilators
- xv) 22nd floor – aviation room and a helipad
- xvi) A security gate house along Harry Thuku Road

DESCRIPTION OF SERVICES	
a)	Cleaning Services Requirements
	<ul style="list-style-type: none"> • 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);
	<ul style="list-style-type: none"> • 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
	<ul style="list-style-type: none"> • Any other general cleaning that might be necessary especially for evening management meetings
	<ul style="list-style-type: none"> • 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

DESCRIPTION OF SERVICES
<ul style="list-style-type: none"> • Mopping of floors, stairs and corridors at least twice a day
<ul style="list-style-type: none"> • High & low dusting of walls
<ul style="list-style-type: none"> • Early morning vacuum cleaning of carpeted offices (level 6 auditorium, 15-19 floors)
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • Continuous buffing of common areas after mopping
<ul style="list-style-type: none"> • Dusting and cleaning inside lifts
<ul style="list-style-type: none"> • Dusting the glazed areas i.e. the walk through human scanners
<ul style="list-style-type: none"> • Dusting of furniture (wooden furniture i.e.in the lecture theatres to be cleaned with pledge and no water
<ul style="list-style-type: none"> • Continuous thorough cleaning and disinfecting of washrooms and depositing of air fresheners and toilet moth balls in all urinals
<ul style="list-style-type: none"> • Dusting the glass parts and glazed arrears
<ul style="list-style-type: none"> • Wiping of windows with window cleaning liquid inside and outside twice a week.
<ul style="list-style-type: none"> • Daily sweeping using soft broom i.e. parking areas in basement and driveways
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • Daily dusting of the guard rails on all floors and the staircase
<ul style="list-style-type: none"> • Cleaning of drainages
<ul style="list-style-type: none"> • The Chandaria Hall carpet will be hooved often and vacuum cleaning to be done when necessary, depending on the cleanliness of the carpet
<ul style="list-style-type: none"> • The auditorium roof on level 7 shall be kept cleaned all times, sweeping maybe done once in a while and all drainages unblocked
<ul style="list-style-type: none"> • All drainages to be unblocked especially on the open area on level 5 and auditorium roof on level 7
<ul style="list-style-type: none"> • Mopping of ground entrance lobby twice a day and continuous buffing to avoid dust
<ul style="list-style-type: none"> • Parking entry off the security guard gate at Harry Thuku road shall be through cleaned every weekend and sweeping to be done daily
<ul style="list-style-type: none"> • Note :The lecture theatres have seats and tables that wiped with pledge (no wet wiping)
<p style="text-align: center;">WEEKLY ACTIVITIES</p>
<ul style="list-style-type: none"> • Special thorough cleaning including scrubbing of floors
<ul style="list-style-type: none"> • Scrubbing the offices / polishing of wooden floor areas
<ul style="list-style-type: none"> • Dusting of Window / walls / pillars
<ul style="list-style-type: none"> • Stain removing
<ul style="list-style-type: none"> • Vacuum cleaning carpeted floors
<ul style="list-style-type: none"> • Weekly shampooing and quarterly wet cleaning of carpeted floors or as when required

DESCRIPTION OF SERVICES
<ul style="list-style-type: none"> • Cobweb removal
<ul style="list-style-type: none"> • High/low level dusting
<ul style="list-style-type: none"> • Scrubbing and cleaning of two basement parking, rooftop area and the helipad
<ul style="list-style-type: none"> • Cleaning of glass areas including the glass helmet at entry facing Norfolk Hotel
<ul style="list-style-type: none"> • Watering and maintenance of Flower pots/vessels
<ul style="list-style-type: none"> • Weekly supply of air fresheners to all washrooms

2. 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

3. 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

4. POSTGRADUATE LIBRARY WITHIN ADMINISTRATION BLOCK

5. JOMO KENYATTA MEMORIAL LIBRARY

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

6. 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,

7. 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

8. 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

9. 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.

10. FACULTY OF BUILT ENVIRONMENT AND DESIGN AND ENGINEERING

Covering a plinth area of approximately 10557 square meters

DESCRIPTION OF SERVICES
<ul style="list-style-type: none"> • Daily Cleaning of space 108 and monthly stripping and polishing of the same room
<ul style="list-style-type: none"> • Daily cleaning and dusting terrazzo corridors and stairs
<ul style="list-style-type: none"> • Daily cleaning of ladies and gents washroom on the basement, periodically scrubbing the terrazzo floors
<ul style="list-style-type: none"> • Daily removal of the cobwebs and also removing stains on the walls
Level two (Ground Floor)
<ul style="list-style-type: none"> • Daily cleaning of the ADD hall and monthly stripping and polishing of the hall and weekly buffing of the wooden floor
<ul style="list-style-type: none"> • Daily removal of cobwebs in the ADD hall
<ul style="list-style-type: none"> • Daily cleaning of the gents' washroom scrubbing the terrazzo floors
<ul style="list-style-type: none"> • Daily cleaning of the disabled washroom scrubbing the ceramic tiles and removing cobwebs and stains on the walls
<ul style="list-style-type: none"> • Daily cleaning of the DURP corridor and monthly stripping and polishing the wooden floor and weekly buffing of the floor
<ul style="list-style-type: none"> • Daily cleaning of classrooms 201, 203 and 219, periodically stripping and polishing the wooden floors and removing the cobwebs and stains on the walls
<ul style="list-style-type: none"> • Daily cleaning of the balcony outside the DURP chairman's office
Level 3 (1st floor)
<ul style="list-style-type: none"> • Daily cleaning of classrooms 314A and 314B mopping the ceramic tiles
<ul style="list-style-type: none"> • Daily cleaning of classes 312, 313, 315, and 316 monthly stripping and polishing the wooden floors
<ul style="list-style-type: none"> • Daily scrubbing of the cabro fitted balcony
<ul style="list-style-type: none"> • Daily scrubbing of the staff gents' washroom which has a terrazzo floor
<ul style="list-style-type: none"> • Daily cleaning of the corridors and the stairs
<ul style="list-style-type: none"> • Daily cleaning of the Design studios which are 3 in number, removing all the cobwebs and monthly stripping and polishing the wooden floors
<ul style="list-style-type: none"> • Daily cleaning of the ladies washroom scrubbing the terrazzo floor
<ul style="list-style-type: none"> • Daily cleaning of the balcony
<ul style="list-style-type: none"> • Daily cleaning of the corridors and the stairs
Level 4 (2nd floor)
<ul style="list-style-type: none"> • Daily cleaning of the Architecture studios, removing the cobwebs, monthly stripping and polishing the wooden floors
<ul style="list-style-type: none"> • Daily cleaning of the large seminar room, stripping and polishing the wooden floor
<ul style="list-style-type: none"> • Daily cleaning of the gent's student's washroom scrubbing the terrazzo floors
<ul style="list-style-type: none"> • Daily cleaning of the corridors and the stairs, removing all the cobwebs and the stains

DESCRIPTION OF SERVICES
Level 5 (3rd floor)
<ul style="list-style-type: none"> • 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.
Level 6 (4th floor)
<ul style="list-style-type: none"> • 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.
Around the building
<ul style="list-style-type: none"> • 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)
School of Built Environment Grounds
<ul style="list-style-type: none"> • 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

11. FACULTY OF ENGINEERING

Civil, Mechanical and Electrical, EBE (Upper Kabete)

Electrical Engineering (American Wing) of 4 floors covering a total plinth area 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
Civil Block
<ul style="list-style-type: none"> • 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

DESCRIPTION OF SERVICES
<ul style="list-style-type: none"> • Daily cleaning of Gents washroom for staff and students on the 2nd floor
<ul style="list-style-type: none"> • 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
American Wing
<ul style="list-style-type: none"> • Daily cleaning and scrubbing of the corridors and stairs and monthly stripping and polishing the pvc tiles
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
Mechanical block
<ul style="list-style-type: none"> • Daily scrubbing of the Terrazzo at the entrance of the building
<ul style="list-style-type: none"> • Daily cleaning and periodically stripping and polishing the PVC on the stairs and the corridors and wiping all the windows
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • Daily sweeping and periodically scrubbing all the areas around the building and cleaning the drainage at the gate next to the Norfolk Hotel
EBE (Upper Kabete) Posting of 1No.groundman.
<ul style="list-style-type: none"> • Daily sweeping of the parking areas and all the areas around the buildings
<ul style="list-style-type: none"> • Daily cleaning of the drainages and scrubbing the areas along the building and all the pavements
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • Occasionally scrubbing the area between the Laboratory and the Marker space
<ul style="list-style-type: none"> • Periodically trimming the flowers within EBE environment and also trimming the fence

12. FACILITY MANAGEMENT BUILDING BLOCK/FLEET AND LOGISTICS AND FACILITY DEVELOPMENT AND MAINTENANCE 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.

13. KENYATTA NATIONAL HOSPITAL CAMPUS

- a) Medicine, Administration Block including the Principal's Office (ANNEX) and the Lecture Theatres 1, II and III
- b) Nursing Sciences Premises

- c) Pharmacy Premises
- d) Dental Sciences Premises

14. KENYA SCIENCE CAMPUS

- I. Administration block
- II. Tuition block and South Wing
- III. Kenya Science Library
- IV. Uhuru hall, old lecture
- V. New Lecture Theatre (New Complex)
- VI. New Biology Lab, New Chemistry Lab and New Physics Lab
- VII. Wood workshop 01 and 02
- VIII. Residential area both junior and senior staff quarters.

NO	DESCRIPTION OF SERVICES
1.	<p>Administration block and Transport Block</p> <ul style="list-style-type: none"> • 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.
2.	<p>Uhuru Hall and Science Lecture Hall Complex</p> <ul style="list-style-type: none"> • 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
3.	<p>Chemistry and Biology Labs and Physics Laboratory</p> <ul style="list-style-type: none"> • 850 Square metres A single storey building with plinth area of 850 square metres

15. CONFICIUS INSTUTUTE ALONG ARBORETUM DRIVE

	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> • Supply and Installation of air freshener's dispenser to be filled with new cans twice a month.
	<ul style="list-style-type: none"> • Supply and Installation of air fresheners dispensers to be refilled with new cans twice a month
	<ul style="list-style-type: none"> • Daily cleaning and disinfecting of washrooms
	<ul style="list-style-type: none"> • Daily cleaning of corridors and balconies
	<ul style="list-style-type: none"> • Daily dusting of the furniture in the offices
	<p>Weekly Duties</p>
	<ul style="list-style-type: none"> • Monthly polishing of the wooden floors
	<ul style="list-style-type: none"> • Wiping of windows twice a week inside and outside
	<p>Gardening</p>
	<ul style="list-style-type: none"> • Watering the flowers daily

	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> • Wedding of the flowers
	<ul style="list-style-type: none"> • Daily sweeping and ranking the compound
	<ul style="list-style-type: none"> • Trimming the hedges
	<ul style="list-style-type: none"> • Manicuring of car park and pathway
	Materials and tools
	<ul style="list-style-type: none"> • Wood wax, detergents, mopping bucket, dusting clothes, pledge, disinfectant, gloves among others
	<ul style="list-style-type: none"> • Weekly access of machine buffing pad, scrubbing pads
	<ul style="list-style-type: none"> • Slashers, rakes pipes and sweeping brooms, lawn mowers

16. WANGARI MAATHAI INSTITUTE BUILDING AT UPPER KABETE CAMPUS

The has a site an area of 8,000 m2

17. FACULTY OF SCIENCE AND TECHNOLOGY –CHIROMO CAMPUS

1. Physical sciences Building
2. Chemistry Building
3. Prefabricated Timber Building
4. Detergent production, Chemistry 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. Equipment 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

NO	DESCRIPTION OF SERVICES
1.	<p>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</p>
2.	<p>Chiromo Library</p> <ul style="list-style-type: none"> • 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 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
3.	<p>Chemistry Building Double storey building covering a total plinth area approximately 3282 square meters comprises of store, offices, laboratories, boardrooms and washrooms.</p>
4.	<p>Prefabricated Timber Building</p>
5.	<p>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.</p>
6.	<p>Lecture Theatre –New Lecture Theatre A double storey building covering an area of 327 square meters</p>
7.	<p>Animal House and Experimental Room</p>
8.	<p>Departmental of Medical Physiology A four-storey building with a covering area of 2,331 Square feet comprising of offices, Laboratories, washrooms</p>
9.	<p>Biochemistry Building A four storey building with a covering area of 1360 Square feet comprising of offices, Laboratories ,washrooms</p>
10.	<p>Veterinary Anatomy and Physiology Building A four-storey building with a covering area of 1537 square feet comprising of offices, Laboratories, Theatre, Seminar rooms, washrooms</p>
11.	<p>Biological and Physical Sciences Buildings 1042 square metres equipment stores and laboratories 208 square metres</p>
12.	<p>Block 2 A three storey building with a covering area of 4,439 square meters comprising of offices, Laboratories ,Archive washrooms</p>
13.	<p>CEBIB BUILDING A three storey building with a covering area of 884.27 square meters comprising of offices, Laboratories ,Archive washrooms</p>
14.	<p>Prefabricated Blocks</p>

NO	DESCRIPTION OF SERVICES
	522 square metre, Comprises offices and Hall
15.	Mwangaza House 22.75 SQUARE METRES Comprises of laboratories and seminar room
16.	Veterinary Anatomy and Physiological Laboratory Single storey of 40 square metres
17.	Gecaga Institute Single storey building of plinth area of 402 square metres
18.	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
19.	Biological Sciences 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
20.	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
21.	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

18. LOWER KABETE CAMPUS

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
6. New Administration Block and Academic facilities and Ablution Block
7. Lower Kabete Campus and its compound, sports facilities

NO	DESCRIPTION OF SERVICES
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

NO	DESCRIPTION OF SERVICES
	offices, store room theatre ,wood workshop and washrooms.
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.
3.	a) LIBRARY MWAI KIBAKI A <ul style="list-style-type: none"> ➤ 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 <ul style="list-style-type: none"> ➤ Provided on 2no.floors having a total plinth area of 977 square meters comprising of approximately 977 sqaire meters comprising of lecture rooms, store room, offices computer room and wash room facilities ,processing room
4.	SPORTS GROUND AND SPORTS OFFICES
	<ul style="list-style-type: none"> • Mowing of grass every beginning 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 beginning 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

19. MOMBASA UNI-PLAZA- ALONG MOI AVENUE-PLINTH AREA OF 3359.06 SQUARE METRES

DESCRIPTION OF SERVICES
Cleaning materials supply requirements
<ul style="list-style-type: none"> • Weekly supply of 30 pkts (5 pcs in 1pkt) i.e. 120 pkts per month moth balls for the urinal toilets in the building.
<ul style="list-style-type: none"> • Supply and Installation of 35 air freshener's dispenser to be filled with new cans twice a month.
<ul style="list-style-type: none"> • Supply of two cans per office per month of Lavender flavor Office air fresheners for all the 35 offices at Uni-Plaza
<ul style="list-style-type: none"> • Weekly supply of perfumed hand wash disinfectant liquid soap for all soap dispensers in all toilets in the building.
Cleaning services requirements
<ul style="list-style-type: none"> • Weekly sweeping and mopping of rooftop's balcony.

DESCRIPTION OF SERVICES
<ul style="list-style-type: none"> • Daily sweeping, washing with soap and mopping of 35 UoN offices from ground to 9th floors'.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Daily washing of 9 Nos. kitchenettes with sinks, terrazzo floor & work top from mezzanine to 8th floors' with soap & disinfectant thrice a day.
<ul style="list-style-type: none"> • Wiping and shining floors inside and outside of ~230 nos. aluminum bronze sliding windows each measuring ~3mtrs x 1.6mtrs from ground floor to 9th floors' once a day.
<ul style="list-style-type: none"> • Daily sweeping, washing with soap and mopping of lift lobbies floors' from ground to 8th floors' thrice a day. Polishing them once a week.
<ul style="list-style-type: none"> • Daily sweeping, washing with soap and mopping of the staircases floors and guard rails from basement to rooftop thrice a day.
<ul style="list-style-type: none"> • Daily sweeping, washing with soap and mopping of the terrazzo floor fire exit staircases twice a day.
<ul style="list-style-type: none"> • Daily sweeping and mopping of the outside balconies from Mezzanine – 8th floors' and washing them with soap twice a week.
<ul style="list-style-type: none"> • 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'.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Daily sweeping and mopping with disinfectant liquid soap of the ground floor's back entrance garbage chute room and cafeteria kitchen floors and walls
<ul style="list-style-type: none"> • Scrubbing them with scrubbing machine twice a week.
<ul style="list-style-type: none"> • Daily sweeping and washing of the students parking area.
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • 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.
<p>Ground maintenance requirements</p>
<p>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</p>

20. KISUMU CAMPUS COMPLEX

- Former British Council (Old Building)-Administration Offices including road side area
- KISUMU Complex Campus- It comprises of Basement to Sixth Floors

DESCRIPTION OF SERVICES
• Daily cleaning of floors and corridors
• Washing with soap the floors and corridors twice daily
• Weekly scrubbing of floors , corridors, Staircase
• 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
• Scrubbing with soap the garbage skips once they are emptied.
• Weekly supply of air fresheners to all washrooms
• Daily dusting and cleaning of all benches
• 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.
• Supply of moth balls to all urinals in the building twice a week
Ground Maintenance Requirements
Watering, soling and maintenance of flower plants in pots in front of the Campus

21. PROVISION FOR COMPREHENSIVE GROUND/GARDENING MAINTENANCE SERVICES AT THE UNIVERSITY OF NAIROBI (Academic areas and surroundings excluding hostels

NO	DESCRIPTION OF SERVICES
1.	GREAT COURT AND ITS SURROUNDINGS-MAIN CAMPUS
	<ul style="list-style-type: none"> • Trimming the hedges once a week and trimming /pruning trees where necessary
	<ul style="list-style-type: none"> • Weeding the lawns twice a week
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per week
2.	JOMO KENYATTA MEMORIAL LIBRARY-MAIN CAMPUS
	<ul style="list-style-type: none"> • Water of gardens - twice per week
	<ul style="list-style-type: none"> • Tendering of the flower gardens – once a week
	<ul style="list-style-type: none"> • Weeding of lawns – once a week
	<ul style="list-style-type: none"> • Manicuring of lawns – twice per week
	<ul style="list-style-type: none"> • Scrubbing with soap – once per week
3.	CHANCELLOR'S COURT AND ITS SURROUNDING INCLUDING PLAY GROUNDS, SWIMMING POOL, PARKING AREAS NEAR CENTRAL CATERING UNIT
	<ul style="list-style-type: none"> • Daily picking of litter and emptying of litter and emptying of litter bins to the all-sports grounds
	<ul style="list-style-type: none"> • Watering of flower gardens twice per week,
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per month
	<ul style="list-style-type: none"> • Mowing of grass every beginning of the month or twice a month during rainy season, the netball area graduation court football pitches handball, rugby, American football, and tennis areas
	<ul style="list-style-type: none"> • Spraying of herbicides and rolling at the beginning of every quarter to tennis all track fields and hockey
	<ul style="list-style-type: none"> • Mowing of grass trimming and weeding of hedges very fortnight in sports and games departmental office swimming pool and sports grounds
	<ul style="list-style-type: none"> • Daily picking of litters and emptying of litter bin to all sports ground, sports offices, swimming pool and pathway leading to sport and games offices and swimming pool
	<ul style="list-style-type: none"> • Marking of sports field with used oil on football, rugby, American football, netball as per specification given weekly
	<ul style="list-style-type: none"> • Marking of tennis, hockey, athletic track with marking lime Spraying of herbicides and Edging of tarmac pitches hand ball, volley ball and basket ball
	<ul style="list-style-type: none"> • Regularly fumigating of mole and ants in all sports ground including swimming pool area and sports and game areas.
	<ul style="list-style-type: none"> • Trimming of hedges once per week
	<ul style="list-style-type: none"> • Maintenance of gardens twice per week
	<ul style="list-style-type: none"> • Sweeping of pathways/parking daily <p>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.</p>

NO	DESCRIPTION OF SERVICES
4.	GANDHI WING GROUNDS-MAIN CAMPUS
	<ul style="list-style-type: none"> • Watering of flower gardens twice per week
	<ul style="list-style-type: none"> • Weeding/maintenance of flower gardens once per week.
	<ul style="list-style-type: none"> • Trimming of hedges once per week., trimming /pruning of trees where necessary
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per month
	<ul style="list-style-type: none"> • Scrubbing with soap concrete benches once per week
5.	FACILITY MANAGEMENT ,WORKSHOPS,CONSTRUCTION AND ENGINEERING PARKING–MAIN CAMPUS
	<ul style="list-style-type: none"> • Trimming of hedges once per week., trimming/pruning of trees where necessary
	<ul style="list-style-type: none"> • Weeding of lawns once per week
	<ul style="list-style-type: none"> • Manicuring the lawns once per week.
	<ul style="list-style-type: none"> • Sweeping of Car Parks and pathways daily
	<ul style="list-style-type: none"> • Watering of gardens twice per month
	<ul style="list-style-type: none"> • Scrubbing concrete benches with soap once per week
	<ul style="list-style-type: none"> • Cleaning of drainages
6.	AREAS BEHIND EDUCATION BUILDING/JKML NEXT TO 8.4.4.BUILDING–MAIN CAMPUS
	<ul style="list-style-type: none"> • Trimming of hedges once per week, trimming of trees where necessary
	<ul style="list-style-type: none"> • Weeding of Lawns once per week
	<ul style="list-style-type: none"> • Sweeping of pathways/walkways daily
	<ul style="list-style-type: none"> • Maintenance of flower beds onces a week.
	<ul style="list-style-type: none"> • Scrubbing with soap concrete benches once per week.
7.	8.4.4.PARKING-MAIN CAMPUS
	<ul style="list-style-type: none"> • Daily sweeping of the parking
	<ul style="list-style-type: none"> • Maintenance of gardens once per week
	<ul style="list-style-type: none"> • Manicuring of lawns once per week
	<ul style="list-style-type: none"> • Trimming of hedges once per week, trimming of trees where necessary
	<ul style="list-style-type: none"> • Scrubbing with soap concrete benches once per week.
8.	HYSLOP PARKING AND ITS SURROUNDING I.E.UNSA OFFICES-MAIN CAMPUS
	<ul style="list-style-type: none"> • Watering of the gardens Once per week
	<ul style="list-style-type: none"> • Trimming of hedges once per week, trimming of trees where necessary
	<ul style="list-style-type: none"> • Trimming of hedges once per week
	<ul style="list-style-type: none"> • Maintenance of flower beds once per week
	<ul style="list-style-type: none"> • Scrubbing with soap all concrete benches once per week.
9.	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
	<ul style="list-style-type: none"> • Watering of flowers
	<ul style="list-style-type: none"> • Tendering of flowers
	<ul style="list-style-type: none"> • Cleaning and Dusting of the metal grilles twice a month
	<ul style="list-style-type: none"> • Trimming of hedges once a week, trimming of trees where necessary

NO	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> • Manicuring/weeding of gardens
	<ul style="list-style-type: none"> • Maintaining and cutting of flowers on a regular basis.
10.	ADMINISTRATION BLOCK-MAIN CAMPUS
	<ul style="list-style-type: none"> • Watering of Gardens twice a week
	<ul style="list-style-type: none"> • Trimming of hedges once a week, trimming of trees where necessary
	<ul style="list-style-type: none"> • Manicuring/weeding of gardens
	<ul style="list-style-type: none"> • Maintenance/Weeding of Gardens once per week
	<ul style="list-style-type: none"> • Daily Sweeping of the car parks
11.	AREA AROUND CENTRAL POLICE STATION-HARRY THUKU ROAD-MAIN CAMPUS
	<ul style="list-style-type: none"> • Trimming of hedges once per week
12.	AREA AROUND THE FOUNTAIN OF KNOWLEDGE-MAIN CAMPUS
	<ul style="list-style-type: none"> • Tendering of flower beds once week
	<ul style="list-style-type: none"> • Cleaning of foundation once a week
	<ul style="list-style-type: none"> • Cleaning of the pathways/walkways once per week.
	<ul style="list-style-type: none"> • Scrubbing with soap concrete Benches once per week
	<ul style="list-style-type: none"> • Watering of Gardens twice a week
	<ul style="list-style-type: none"> • Trimming of trees where necessary
13.	PARKLANDS CAMPUS-FACULTY OF LAW
	<ul style="list-style-type: none"> • Tendering of flower beds once week
	<ul style="list-style-type: none"> • Cleaning of the pathways/walkways once per week.
	<ul style="list-style-type: none"> • Scrubbing with soap Benches once per week
	<ul style="list-style-type: none"> • Manicuring, weeding of gardens
	<ul style="list-style-type: none"> • Trimming of hedges once a week
	<ul style="list-style-type: none"> • Trimming of trees where necessary
14.	SPORTS FACILITIES
	MAINTENANCE OF SPORTS FACILITIES
	a) FACULTY OF LAW OFFICE, AND SWIMMING POOL
	<ul style="list-style-type: none"> • 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 • Emptying of waste baskets • Sweeping of filter pump room • Maintenance of flowerbed a in swimming pool area • Mowing twice a month

NO	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> • Removing of cobweb in changing room and wash rooms weekly • Supply of moth ball to urinal in swimming pool once a week • Wiping and dusting of tables and other surfaces in office daily • Regularly fumigating of moles and ants in all sports ground
	<p>b) FACULTY OF EDUCATION KENYA SCIENCE SPORTS GROUND AND OFFICE</p>
	<ul style="list-style-type: none"> • Mowing of grass every beginning 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 beginning 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 <p>SWIMMING POOL</p> <ul style="list-style-type: none"> • 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 • Emptying 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
15.	<p>CHIROMO CAMPUS-FACULTY OF SCIENCE AND TECHNOLOGY</p> <ul style="list-style-type: none"> • 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
	<ul style="list-style-type: none"> • Daily Sweeping all the way all the parking areas,Alala Road which stretches from the bridge to the Chiromo Morgue
	<ul style="list-style-type: none"> • Mowing of grass every beginning of the month, or twice a month during the

NO	DESCRIPTION OF SERVICES
	rainy season to the Fields, trimming /Pruning of trees where necessary
	<ul style="list-style-type: none"> • Spraying of Herbicide and rolling at the beginning of every quarter to the
	<ul style="list-style-type: none"> • Mowing of grass, trimming and weeding of hedges every fortnight and its compound
	<ul style="list-style-type: none"> • Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and trimming of hedges every fortnight.
	<ul style="list-style-type: none"> • Daily picking of litter and Emptying of litter and emptying of litter bins to the all grounds
	<ul style="list-style-type: none"> • Watering of flower gardens twice per week,
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per month
	<ul style="list-style-type: none"> • Trimming of hedges once per week
	<ul style="list-style-type: none"> • Regularly fumigating of mole and ants in swimming pool area
	<ul style="list-style-type: none"> • Maintenance of gardens twice per week
	<ul style="list-style-type: none"> • Sweeping of pathways/parking daily <p>NOTE: Area along Alala road, near the building with Chiromo Campus</p>
16.	UNIVERSITY HEALTH SERVICES ALONG STATE HOUSE ROAD
	<ul style="list-style-type: none"> • Posting of grounds men to the entire area of University Health Services both senior /Junior and Sick Bay a, all the walkways, flower beds, Parking areas, roundabouts, all small common areas leading to the buildings.
	<ul style="list-style-type: none"> • Watering of flower gardens twice per week
	<ul style="list-style-type: none"> • Weeding/maintenance of flower gardens once per week.
	<ul style="list-style-type: none"> • Trimming of hedges once per week., trimming /pruning of trees where necessary
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per month
	<ul style="list-style-type: none"> • Scrubbing with soap concrete benches once per week
	<ul style="list-style-type: none"> • Maintenance of gardens twice per week
	<ul style="list-style-type: none"> • Sweeping of pathways/parking daily • Area from the main Entrances of both clinics
	<ul style="list-style-type: none"> • Regularly fumigating of the grounds • Regular fumigating of moles and ants on the grounds
	<ul style="list-style-type: none"> • Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and trimming of hedges every fortnight.
	<ul style="list-style-type: none"> • Daily picking of litter and emptying of litter and emptying of litter bins to the all grounds
17.	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)
	<ul style="list-style-type: none"> • Watering of flower gardens twice per week
	<ul style="list-style-type: none"> • Weeding/maintenance of flower gardens once per week.

NO	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> • Trimming of hedges once per week., trimming /pruning of trees where necessary
	<ul style="list-style-type: none"> • Manicuring of grass lawns twice per month
	<ul style="list-style-type: none"> • Scrubbing with soap concrete benches once per week
	<ul style="list-style-type: none"> • Maintenance of gardens twice per week
	<ul style="list-style-type: none"> • Sweeping of pathways/parking daily • Area from the main Entrance of the Campus, within the Campus
	<ul style="list-style-type: none"> • Regularly fumigating of mole and ants in swimming pool area
	<ul style="list-style-type: none"> • Mowing of grass, trimming and weeding of hedges, mowing of grass, weeding and trimming of hedges every fortnight.
	<ul style="list-style-type: none"> • Daily picking of litter and Emptying of litter and emptying of litter bins to the all grounds

STUDENT WELFARE SERVICES-UNIVERSITY OF NAIROBI

A. GENERAL CLEANING

i. **UPPER STATE HOUSE ROAD STRATEGIC MANAGEMENT UNIT INCLUDING HALLS 4, 5, 6, 7, 8, 9 AND THE SMU OFFICES**

- Hall 4 – 5 No. Floors-Plinth Area 2,273.4 square meters
- Hall 5 – 5 No. Floors-Plinth Area 2,952 square meters
- Hall 6 – 5 No. Floors-Plinth Area 1,602 square meters
- Hall 7 – 5 No. Floors-Plinth AREA 2,381.3 square meters
- Hall 8 – 5 No. Floors-Plinth Area 2,381.3 square meters
- Hall 9 – 5 No. Floors-Plinth Area 3,461.52 square meters

NB: Provided in 5 no. floors each covering a total plinth area of approximately 15,051.52 square metres

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned include all washrooms- all the fixtures, equipment and facilities therein), lobbies ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Daily emptying of the waste paper baskets/ bins
vi.	Dusting of the windows of the washrooms twice a week
vii.	Washing mopping of the floors and corridors twice a day
viii.	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 WCs with disinfectant
ix.	Daily cleaning of the bathroom curtains
x.	Supply of air fresheners twice a week in the ablution block at the SMU office

ii. **UPPER STATE HOUSE ROAD UNIT –GROUNDS MAINTENANCE**

- Hall 4 Grounds 762 square meters
- Hall 5 Grounds 449.2 square meters
- Hall 6 Grounds 441.45 square meters
- Hall 7 Grounds 76.4 square meters
- Hall 8 Grounds 270.4 square meters
- Hall 9 Grounds 322.31 square meters

NB: Total plinth area for grounds: 2,321.76

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season

NO	DESCRIPTION OF SERVICES
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Scrubbing with soap the garbage skips once they are emptied

iii. LOWER STATE HOUSE ROAD STRATEGIC MANAGEMENT UNIT INCLUDING HALLS 1, 2, 3, 10, 11, SHRH AND THE SMU OFFICES

- Hall 1: 4 No. Floors-Plinth Area 1,866.23 square meters.
- Hall 2: 4. Floors-Plinth Area 1,867.09 square meters
- Hall 3: 4 No. Floors-Plinth Area 1,898.45 square meters
- Hall 10: 4 No. Floors-Plinth Area 3,405.31 square meters
- Hall 11: 4 No. Floors-Plinth Area 3,405.31 square meters
- Hall SHRH: 2 No. Floors-Plinth Area 1,177.52 square meters

NB: Total plinth area for floors in LSHR is approximately 13619.91 square metres

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned include all washrooms- all the fixtures, equipment and facilities therein), lobbies ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Daily emptying of the waste paper baskets/ bins
vi.	Dusting of the windows of the washrooms twice a week
vii.	Washing mopping of the floors and corridors twice a day
viii.	Daily cleaning of the bathroom curtains
ix.	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 WCs with disinfectant
x.	Supply of air fresheners twice a week in the ablution block at the SMU offices

iv. LOWER STATE HOUSE ROAD UNIT-GROUNDS MAINTENANCE

- Hall 1 Grounds 3,258.50 square meters
- Hall 2 Grounds 2,300.50 square meters

- Hall 3 Grounds 925 square meters
- Hall 10 Grounds 2,004.70 square meters
- Hall 11 Grounds 3,350 square meters
- SHRH Grounds 4,151.50 square meters

NB: TOTAL = 15990.20 square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Scrubbing with soap the garbage skips once they are emptied

v. WOMEN'S HALLS STRATEGIC MANAGEMENT UNIT INCLUDING WH, HALLS 12, 13, STELLA AND WH SMU OFFICES

- WH: 5 NO. Floors- Plinth Area 5,009.2 square meters
- Hall 12:5. Floors- Plinth Area 3,476.93 square meters
- Hall 13: 5 No. Floors- Plinth Area 3,882.98 square meters
- Stella: 4 No. Floors- Plinth Area 1,760.88 square meters
- Stella Kitchen: 1 No. Floor-Area 262.45 square meters
- Women's Hall Kitchen: 1 No. Floors Area 593.5 square meters

NB: Total plinth area for floors in WH is approximately 14985.94 square metres

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned include all washrooms- all the fixtures, equipment and facilities therein), lobbies ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week

NO	DESCRIPTION OF SERVICES
viii.	Washing mopping of the floors and corridors twice a day
ix.	Daily cleaning of the bathroom curtains
x.	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 WCs with disinfectant
xi.	Supply of air fresheners twice a week in the ablution block at the SMU offices

vi. WOMENS HALL UNIT-GROUNDS, PARKING AND PAVEMENTS

- Women Hall Grounds 3,290 square meters
- Hall 12 Grounds 6,381.5 square meters
- Hall 13 Grounds 6,698.11 square meters
- Stella Grounds 3,275 square meters

NB: TOTAL = 19,644.61 square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Scrubbing with soap the garbage skips once they are emptied

vii. UPPER KABETE STRATEGIC MANAGEMENT UNIT INCLUDING: TANA COMPLEX, WAKULIMA, TANA KITCHEN, MUGABE, MANDELA, SOWETO, CAVS CAFETERIA

- Tana Complex: 3. Floors - Plinth Area: 1,731.51 square meters
- Wakulima: 4 Floors - Plinth Area: 3,023.36 square meters
- Mugabe: 4 Floors - Plinth Area: 2,183.48 square meters
- Mandela: 4 Floors - Plinth Area: 2,454.02 square meters
- Soweto: 1 Floors - Plinth Area: 827.46 square meters
- Tana Kitchen: 1 Floor - Plinth Area: 1,455.05 square meters
- CAVS Cafeteria: 1 Floor – Plinth Area: 600 square meters

NB: Total plinth area for floors in Upper Kabete Unit is approximately 14,114.41 square metres

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above include all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and

NO	DESCRIPTION OF SERVICES
	pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week
viii.	Daily cleaning of the bathroom curtains
ix.	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 WCs with disinfectant
x.	Weekly scrubbing of the terrazzo bathroom floor tiles and staircases
xi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week including glass and wooden ones.

viii. KENYATTA MEDICAL SCHOOL HOSTELS – KSMH SMU

- Block A: 4 Floors - Plinth Area:1,050.93 square meters
- Offices: Floors - Plinth Area: 388.98 square meters
- Soweto Block E:6 Floors - Plinth AREA: 1,809.78 square meters
- SMU Kitchen: 1 Floors - Plinth Area: 586.88 square meters
- Block B: 4 Floors Plinth Area 993.14 square meters
- Block C: 4 Floors Plinth Area 969.94 square meters
- Block D: 4 Floors Plinth Area 998.36 square meters

NB: Total plinth area for KENYATTA MEDICAL SCHOOL HOSTELS – KSMH SMU is approximately 13,830.4 square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above include all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week
viii.	Daily cleaning of the bathroom curtains

NO	DESCRIPTION OF SERVICES
ix.	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 WCs with disinfectant
x.	Weekly scrubbing of the terrazzo bathroom floor tiles and staircases
xi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week including glass and wooden ones.

ix. KENYATTA MEDICAL SCHOOL GROUNDS MAINTENANCE

- Open Areas : Plinth Area: 3,259.16 square meters
- Open Space And Parking Area: Plinth Area: 3,773.18 square meters

NB: TOTAL: 7,032.34 square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

x. KIKUYU STRATEGIC MANAGEMENT UNIT

- Kimberly: 4- Floors Plinth Area: 13,569.47 square meters
- Pioneer and SMU Offices: 1-Floor Blocks (1 -11) 15,004.26 square meters
- ANNEX: 3-FLOOR 645.09 square meters
- Kimberly Kitchen and Cafeteria 788.2 square meters

NB: Total plinth area for floors in KIKUYU UNIT is approximately 30,007.02 square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above include all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week

NO	DESCRIPTION OF SERVICES
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week
viii.	Daily cleaning of the bathroom curtains
ix.	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 WCs with disinfectant
x.	Weekly scrubbing of the terrazzo bathroom floor tiles and staircases
xi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week including glass and wooden ones.

xi. KIKUYU GROUNDS MAINTENANCE:

NB: Total area = 3,486.20 Square Meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

xii. PARKLANDS SMU

NB: Total plinth area for 3 floors in PARKLANDS UNIT is approximately 1,874.09 square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above include all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week

NO	DESCRIPTION OF SERVICES
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week
viii.	Daily cleaning of the bathroom curtains
ix.	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 WCs with disinfectant
x.	Weekly scrubbing of the terrazzo bathroom floor tiles and staircases
xi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week including glass and wooden ones.

xiii. MAMLAKA SMU

NB: Total plinth area for floors in MAMLAKA UNIT is approximately 15,184.64 square meter

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above includes all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
ii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
iii.	Continuous wiping of toilet seats and hourly cleaning of toilets
iv.	Supply of moth balls to all urinals in the hall twice a week
v.	Weekly removal of cobwebs and high dusting
vi.	Daily emptying of the waste paper baskets/ bins
vii.	Dusting of the windows of the washrooms twice a week
viii.	Daily cleaning of the bathroom curtains
ix.	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 WCs with disinfectant
x.	Weekly scrubbing of the terrazzo bathroom floor tiles and staircases
xi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week including glass and wooden ones.

xiv. KENYA SCIENCE STRATEGIC MANAGEMENT UNIT

NB: Total plinth area for floors in KENYA SCIENCE UNIT is approximately 4,909.72 square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above includes all the student washrooms- all

NO	DESCRIPTION OF SERVICES
	the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Daily mopping of wooden/ ceramic/ terrazzo floor tiles of the washrooms twice daily
ii.	Weekly scrubbing of the terrazzo bathroom floor tiles
iii.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
iv.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
v.	Continuous wiping of toilet seats and hourly cleaning of toilets
vi.	Supply of moth balls to all urinals in the hall twice a week
vii.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week.
viii.	Weekly removal of cobwebs and high dusting
ix.	Daily emptying of the waste paper baskets/ bins
x.	Daily cleaning of the bathroom curtains

xv. KENYA SCIENCE GROUNDS MAINTENANCE

NB: Approximately area = 691.2 square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

xvi. CHIROMO STRATEGIC MANAGEMENT UNIT

NB: Total plinth area for floors in CHIROMO UNIT is approximately 7,776. Square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above includes all the student washrooms- all the fixtures, equipment and facilities therein), stairways/case ,pavements and pathways
i.	Weekly scrubbing of the terrazzo bathroom floor tiles

NO	DESCRIPTION OF SERVICES
ii.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
iii.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant
iv.	Continuous wiping of toilet seats and hourly cleaning of toilets
v.	Supply of moth balls to all urinals in the hall twice a week
vi.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week.
vii.	Weekly removal of cobwebs and high dusting
viii.	Daily emptying of the waste paper baskets/ bins
ix.	Dusting of the washrooms windows twice a week
x.	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 WCs with disinfectant
xi.	Daily cleaning of the bathroom curtains

xvii. CENTRAL CATERING UNIT

- CCU Block - 3 Floors Plinth Area: 5,264 Square meters

NB: Total plinth area for floors in CCU UNIT is approximately 5,264 Square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above includes, Offices student Washrooms- all the fixtures, equipment and facilities therein), pavements and pathways
i.	Daily mopping of wooden/ ceramic/ terrazzo floor tiles of the washrooms twice daily
ii.	Weekly scrubbing of the terrazzo bathroom floor tiles
iii.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
iv.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
v.	Continuous wiping of toilet seats and hourly cleaning of toilets
vi.	Supply of moth balls to all urinals in the hall twice a week
vii.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week.
viii.	Weekly removal of cobwebs and high dusting
ix.	Daily emptying of the waste paper baskets/ bins
x.	Daily cleaning of the bathroom curtains

xviii. CENTRAL CATERING UNIT (CCU) PARKING, PAVEMENTS AND GROUNDS MAINTENANCE

NB: Approximately total area = 6,308 Square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the

NO	DESCRIPTION OF SERVICES
	rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

xix. STUDENT CENTRE - STUDENT CENTRE AND CHOMA-ZONE

NB: Total plinth area for floors in STUDENT CENTRE is approximately 717 Square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above includes, Offices student Washrooms- all the fixtures, equipment and facilities therein), pavements and pathways
i.	Daily mopping of wooden/ ceramic/ terrazzo floor tiles of the washrooms twice daily
ii.	Weekly scrubbing of the terrazzo bathroom floor tiles
iii.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
iv.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
v.	Continuous wiping of toilet seats and hourly cleaning of toilets
vi.	Supply of moth balls to all urinals in the hall twice a week
vii.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week.
viii.	Weekly removal of cobwebs and high dusting
ix.	Daily emptying of the waste paper baskets/ bins
x.	Daily cleaning of the bathroom curtains
xi.	Dusting of the washrooms windows twice a week
xii.	Daily washing with soap , mopping after every one day with disinfectant and scrubbing twice week terrazzo/ ceramic floored toilets , and daily washing of sinks and WCs with disinfectant
xiii.	Daily wiping of all doors

xx. STUDENT CENTRE PARKING, PAVEMENTS AND GROUNDS MAINTENANCE

NB: Approximately Total area = 11,411.2 Square meters

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the

NO	DESCRIPTION OF SERVICES
	rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

xxi. STUDENT WELFARE SERVICES HEADQUARTERS

NB: SWS Headquarters - 3 Floors Plinth Area: 970.26 Square meters

NO	DESCRIPTION OF SERVICES
	The areas to be cleaned for the above include all the offices , TV rooms ablution block-all the fixtures, equipment and facilities therein), common area corridors, lobbies, stairways ,pavements, Verandas and pathways.
i.	Daily mopping of wooden/ ceramic/ terrazzo floor tiles of the washrooms twice daily
ii.	Weekly scrubbing of the terrazzo bathroom floor tiles
iii.	Washrooms: mopping thrice a day with disinfectant and scrubbing twice a week for all walls and terrazzo floors, shower cubicles, and bathrooms.
iv.	Daily wiping of the wall to ceiling level and daily washing of sinks and WCs with disinfectant.
v.	Continuous wiping of toilet seats and hourly cleaning of toilets
vi.	Supply of moth balls to all urinals in the hall twice a week
vii.	Wiping of washrooms windows with window cleaning liquid inside and outside twice a week.
viii.	Weekly removal of cobwebs and high dusting
ix.	Mopping of the entrance lobby twice a day , scrubbing once a week
x.	Daily dusting of the guard rails on all floors and staircase
xi.	Weekly scrubbing of the staircase
xii.	Daily emptying of the waste paper baskets/ bins
xiii.	Dusting of the windows twice a week
xiv.	Weekly mopping / washing of floors
xv.	Washing mopping of the floors and corridors twice a day
xvi.	Weekly scrubbing of floors and corridors
xvii.	Monthly polishing of wooden floor tiles (including corridors)
xviii.	Daily cleaning of the bathroom curtains
xix.	Scrubbing with soap concrete benches once per week
xx.	Daily washing with soap , mopping after every one day with disinfectant and

NO	DESCRIPTION OF SERVICES
	scrubbing twice week terrazzo/ ceramic floored toilets , and daily washing of sinks and WCs with disinfectant
xxi.	Daily wiping of all doors

xxii. STUDENT WELFARE SERVICES HEADQUARTERS, PAVEMENTS AND GROUNDS MAINTENANCE

NB: Approximately Total area = 2,143 Square Metres

NO	DESCRIPTION OF SERVICES
i.	Mowing of grass every beginning of the month or twice a month during the rainy season
ii.	Weeding hedges every fortnight
iii.	Daily picking of litter and emptying of litter bins
iv.	Manicuring of grass lawns twice per week
v.	Trimming of hedges once per week
vi.	Sweeping and cleaning of pathways/ parking daily
vii.	Watering of flower gardens twice per week
viii.	Scrubbing with soap concrete benches once per week
ix.	Cleaning of drainages
x.	Maintenance of flower beds once per week
xi.	Tunnel: daily sweeping and weekly scrubbing of the floors and walls with soap

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-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC 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.

1.1 Applicable Law

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

1.2 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.

1.3 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.**

1.4 Location

The Services shall be performed at such locations as are 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.

1.5 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.**

1.6 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).

1.7 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-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

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

2.5 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 valuing 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.

2.6 Force Majeure

2.1.1 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.

2.1.2 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.

2.1.3 Extension of Time

Any period within 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.

2.1.4 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.

2.7 Termination

2.1.1 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 becomes 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 paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.1.2 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.

2.1.3 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

3.1.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.1.3 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

3.1.1 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.

3.1.2 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.

3.1.3 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 C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

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

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.1.1 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.

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

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

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the 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 for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.1.1 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:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c l_{mc} / l_{oc}$$

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

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

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

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

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

6.1.2 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

6.1.1 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.

6.1.2 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.

6.1.3 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

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.

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

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

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.

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:

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.

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.

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.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- d) Any dispute arising in respect of war risks or war damage.

e) 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

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

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.

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.

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.

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.

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

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)

The institution written to first by the aggrieved party shall take precedence over all other institutions.

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 be entitled 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.

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.

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.

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.

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.

The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

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 The Adjudicator

- 9.1** 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 30 days, 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.

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.

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 DIRECTOR, FACILITY MANAGEMENT
1.1(d)	The contract name is PROVISION OF COMPREHENSIVE GENERAL CLEANING AND GROUND MAINTENANCE SERVICES TO THE UNIVERSITY OF NAIROBI
1.1(g)	The Procuring Entity is University of Nairobi
1.1(l)	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 April 2023
2.2.2	The Starting Date for the commencement of Services is 1 April 2023
2.3	The Intended Completion Date is 31March 2024
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 _____ (ii) Procuring Entity's liability and workers' compensation _____ (iii) Professional liability _____ (iv) Loss or damage to equipment and property _____
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 10 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
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be:
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: _____

B. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)
[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹ 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.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." _____

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

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

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

² 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. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code]

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

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

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

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

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

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

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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 name of Procuring Entity]

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

1) We here by provide the following beneficial ownership information.

Details of beneficial ownership

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

OR

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 year