TENDER NO. KPA/009/2026-27/ADM

PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS)

TENDER DOCUMENT

NOVEMBER 2026

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INVITATION TO TENDER

DATE: NOVEMBER 2026

TENDER NO. KPA/009/2026-27/ADM

TENDER NAME: PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS)

1. The Kenya Ports Authority invites sealed tenders for the PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS).

2. Tendering will be conducted under open National competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

3. Tender documents may be viewed and downloaded for free from the KPA website www.kpa.co.ke. Tenderers who download the tender document must forward their particulars immediately to tenders@kpa.co.ke for records.

4. Enquiries can be made via email address: tenders@kpa.co.ke.

5. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender**. All addenda/additional information on the tender shall be posted on the KPA website as they become available**.

6. There shall be a **MANDATORY PRE-BID CONFERENCE AND SITE VISIT scheduled as follows:**

   a) **MOMBASA – TUESDAY 24TH NOVEMBER 2026. Bidders to meet at 1000Hours at the Procurement Conference Room.**

   b) **ICD NAIROBI – THURSDAY 26TH NOVEMBER 2026. Bidders to meet at 1000Hours at the ICD Nairobi Conference Room**

   c) **ICD NAIVASHA – FRIDAY 27TH NOVEMBER 2026. Bidders to meet at 1000Hours at the ICD Naivasha Conference Room**

   d) **LAMU PORT – MONDAY 30TH NOVEMBER 2026. Bidders to meet at 1000Hours at the Shimoni Conference Room.**

   e) **KISUMU PORT – WEDNESDAY 2ND DECEMBER 2026. Bidders to meet at 1000Hours at the ICD Kisumu Conference Room.**

   Note: Only bidders who will have attended physical site viewing shall sign an attendance register as evidence of having participated in the site visit and no bidder will be allowed to represent more than one firm.

   Due to the expansive nature of the sites, bidders shall organize for own transport, and all bidders must have reflector jackets.

7. Bidders shall be required to submit a Tender-Securing Declaration Form in the format provided in the tender document.

8. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the format 1,2,3,4,5,……n (where n is the last numerical page number).

9. All Tenders in **one original** plus **one copy of original and a PDF soft copy of the original in a flash disk**, properly filled in, and enclosed in plain envelopes must be marked as follows: -

TENDER NO. KPA/009/2026-27/ADM
PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS)

"DO NOT OPEN BEFORE 1000HOURS ON TUESDAY, 15TH DECEMBER, 2026"

10. Completed tenders must be delivered to the address below on or before **1000HOURS ON TUESDAY, 15TH DECEMBER, 2026**. Electronic Tenders *will not* be permitted.

11. All prices quoted should be inclusive of all costs and taxes; and must be in Kenya Shillings and shall remain valid for 210 days from the closing date of tender.

12. Tenders will be opened promptly after **1000HOURS ON TUESDAY, 15TH DECEMBER, 2026.** Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

13. Late tenders will be rejected.

14. The addresses referred to above are:

A. *Address for Submission of Tenders.*

i) Tender Box located at the **BUS TERMINUS**
PORT MAIN PEDESTRIAN GATE NO. 8,
KILINDINI, MOMBASA

ii) THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA
Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpa.co.ke

B. *Address for Opening of Tenders.*

i) Procurement Conference Room
New Service Area (Kapenguria)
KILINDINI MOMBASA

15. KPA is committed to the fight against corruption and adheres to high standards of integrity in its business operations. Bidders and the general public are encouraged to report any unethical behavior immediately to any of the following anonymous hotline service:-

- Hotline number: **0794272376**
- Email: stopcorruption@kpa.co.ke
- KPA website www.kpa.co.ke under the Report corruption ta

Eveline I. Shigoli
GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
FOR: MANAGING DIRECTOR



VISION, MISSION, &CORE VALUES

Vision

World class ports of choice.

Mission

To provide efficient and competitive port services to facilitate global trade

Core Values

Customer Focus: Service excellence is key to our operations and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

Care: We care for our staff, the communities around us and are sensitive to the environment

Innovation: The Authority will invest and leverage on research, development and innovation to ensure that the Kenya Ports stay ahead of the curve in improving efficiency in their processes.

Kenya Ports Authority
Environment, Health & Safety Policy

Kenya Ports Authority recognizes the impacts caused by our activities and services and therefore undertakes to employ environmentally friendly practices and to provide safe and healthy working and operating environment for all employees, contractors, customers, port users and visitors. KPA demonstrates this commitment through the implementation of an Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

To accomplish this commitment KPA shall:

1. Implement sound and environmentally friendly practices aimed at preventing pollution, efficient waste containment and management and protection of the environment from negative environmental impacts arising from all aspects of our operations.
2. Engage our stakeholders including but not limited to contractors, suppliers and business partners in a manner that will ensure compliance with EMS/OSH standards, designed procedures and other relevant legal requirements whilst encouraging them to protect the environment.
3. Comply with all applicable environmental and occupational health and safety legal and other requirements.
4. Eliminate hazards and reduce occupational health and safety risks in order to prevent work-related injuries and ill health.
5. Enhance consultation and participation of workers and/or their representatives in development and roll-out of health and safety policies.
6. Educate and train employees and the community on safe working and environmentally friendly practices in order to create a culture of safety and sustainable environmental improvement and stewardship.
7. Regularly review and continually improve the EMS/OSH management system to enhance performance and to conform to changing trends.
8. Provide adequate funds and resources to accomplish the established EMS/OSH objectives and targets and for the maintenance and improvement of the Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

The Managing Director and Top Management of the Port are responsible and accountable for effective implementation of this Policy.

Capt. William K. Ruto, MBS, AFNI
MANAGING DIRECTOR

1st July 2024

KEBS ISO 9001:2015 Certified Org. No. 087

KENYA PORTS AUTHORITY
QUALITY AND INFORMATION SECURITY POLICY

Our Vision

"World-class ports of choice"

Our Quality And Information Security Policy Statement

We are committed to complying with the requirements of ISO 9001:2015 Quality Management System (QMS) and ISO 27001:2022 Information Security Management System (ISMS) Standards, applicable statutory regulations and aligning our management system policies and processes with Risk Management.

Our Strategic Objectives

1. Attain a customer satisfaction index of 75%
2. Improve port efficiency by 41%
3. Promote a safe and healthy working environment with zero accidents
4. Increase common transit market share by 7%
5. Increase profitability to KES 20 billion by 2027/2028
6. Increase employee productivity index to 2
7. Promote 100% compliance to legal and regulatory requirements and good governance principles

We shall;

- provide efficient and competitive port services to facilitate global trade through enhanced customer service, operational excellence, governance and the preservation of confidentiality, integrity, and availability of information
- ensure that this policy and Management System objectives are aligned to the Authority's Strategic Objectives
- effectively implement and continually improve our Management System policies, processes and capabilities
- review these objectives for suitability on an annual basis in accordance with the Authority's Performance Management Framework

Kenya Ports Authority shall ensure that the Quality & Information Security Objectives are established at revelant functions and processes with the organisation.

Capt. William K. Ruto, AFNI
MANAGING DIRECTOR

Date: 29th August, 2023

KEBS ISO 9001:2015 Certified Org. No. 087

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

2.1 **The terms:**

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;

b) if the contexts or esquires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

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

3. Fraud and Corruption

2.3 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.

2.4 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.

2.5 **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.

2.6 **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) oranyofitsaffiliatesparticipatedasaconsultantinthepreparationoftheProcuringEntity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h) has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:

i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or

ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member

may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such 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

i) Section V-Procuring Entity's Requirements

PART 3: Contract

i) Section VI - General Conditions of Contract (GCC)
ii) Section VII - Special Conditions of Contract (SCC)
iii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

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

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Documents

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

10. Amendment of Tender Documents

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. 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.**

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

13.3 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.

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

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and

gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15. Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers a reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, sub mitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

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

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices B and C 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 in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or

b. if the successful Tenderer fails to:

c. sign the Contract in accordance with ITT 46; or

d. Furnish a performance security in accordance with ITT 47.

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

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

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

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and

shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and 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.

23.2 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.

23.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

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

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for

submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender

opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 The Procuring Entity shall prepare are cord of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) The Tender Price, per lot (contract) if applicable, including any discounts; and

c) any alternative Tenders;

d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted

27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

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

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18and 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 withITT33; 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 required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

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

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

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

Abnormally High Tenders

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

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

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall

institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Unbalanced and/or Front-Loaded Tenders

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

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

a) Accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d) Reject the Tender.

39. Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

41. Award Criteria

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

42. Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a

Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

d) the expiry date of the Stand still Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43. Stand still Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44. Debriefing by the Procuring Entity

42.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

42.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

45.1 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.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring

Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) The name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Adjudicator

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

50. Procurement Related Complaints and Administrative Review

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

50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders is: ***KPA/009/2026-27/ADM*** The Procuring Entity is: ***KENYA PORTS AUTHORITY*** The name of the ITT is: ***PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS)***
ITT 2.2	The contract shall be for a period of three (3) years.
ITT 4.1	Joint Venture (JV) is not applicable.
	B. Contents of Tendering Document
ITT 8.1	There shall be a **MANDATORY PRE-BID CONFERENCE AND SITE VISIT scheduled as follows:** a) **MOMBASA – TUESDAY 24TH NOVEMBER 2026. Bidders to meet at 1000Hours at the Procurement Conference Room.** b) **ICD NAIROBI – THURSDAY 26TH NOVEMBER 2026. Bidders to meet at 1000Hours at the ICD Nairobi Conference Room.** c) **ICD NAIVASHA – FRIDAY 27TH NOVEMBER 2026. Bidders to meet at 1000Hours at the ICD Naivasha Conference Room.** d) **LAMU PORT – MONDAY 30TH NOVEMBER 2026. Bidders to meet at 1000Hours at the Shimoni Conference Room.** **e) KISUMU PORT – WEDNESDAY 2ND DECEMBER 2026. Bidders to meet at 1000Hours at the ICD Kisumu Conference Room.** **Note: Only bidders who will have attended physical site viewing shall sign an attendance register as evidence of having participated in the site visit and no bidder will be allowed to represent more than one firm.** **Due to the expansive nature of the sites, bidders shall organize for own transport, and all bidders must have reflector jackets.**
ITT 8.2	The questions in writing, to reach the Procuring Entity through email address tenders@kpa.co.ke

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 8.4	The Procuring Entity website is www.kpa.co.ke. The site visit shall be mandatory and bidders shall sign an attendance register as evidence of having participated in the site visit.
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at, **tenders@kpa.co.ke** to reach the Procuring Entity not later than seven (7) days prior to the deadline for the submission of tenders. ii) The Procuring Entity shall publish its response at the website **www.kpa.co.ke**
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: ***all duly completed and signed mandatory tendering forms under section IV***
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 not be"*** permitted.
ITT 16.7	The prices quoted by the Tenderer ***"shall not"*** be subject to adjustment during the performance of the Contract.
ITT 17.1	Prices quoted shall be in **Kenya Shillings** inclusive of **all taxes and delivery (VAT inclusive).**
ITT 20.1	The Tender validity period shall be **210** days from the date of tender opening.
ITT 21.1	Bidders shall be required to submit a Tender-Securing Declaration Form in the format provided in the tender document.
ITT 22.1	In addition to the original of the Tender, the number of copies is**: one copy of original and a PDF soft copy of the original in a flash disk.**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of ***a Power of Attorney.*** The name and position held by each person signing the authorization **must** be typed or printed below the signature. *The Power of Attorney* ***must show the name and specimen signature*** *of the person authorized to sign the documents.* ***This applies to only limited companies and Partnerships.***
	D. Submission and Opening of Tenders
ITT 24.1	For **Tender submission purposes** only, the Procuring Entity's address is: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	KENYA PORTS AUTHORITY **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **MOMBASA, KENYA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke**
ITT 24.1	**The deadline for Tender submission is:** Date: **TUESDAY, 15TH DECEMBER, 2026** Time: ***BEFORE 1000Hours*** Tenderers ***"shall not"*** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: Physical Address: **Procurement Conference Room** **New Service Area (Kapenguria)** Date: **TUESDAY, 15TH DECEMBER, 2026** Time: ***1000HOURS***
ITT 27.1	The electronic Tender opening procedures shall be: **NOT APPLICABLE**
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by all representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 34.1	Margin of preference IS NOT allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: **Reserved for Preference Groups**
ITT 35.4	Tenderers shall be allowed to quote separate prices for different zones and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 49.1	Arbitration shall not be applicable. Where parties fail to resolve contractual claims and disputes amicably, either Party may refer the matter to a court of law with jurisdiction in Kenya.
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing to: complaints@ppra.go.ke In summary, a Procurement-related Complaint may challenge any of the following:

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

1.2 **Evaluation and contract award Criteria**

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

2. Preliminary examination for Determination of Responsiveness

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

Part I: Preliminary Evaluation Criteria (Mandatory Requirements)

The bid submission shall contain the following **MANDATORY** requirements; clearly marked and arranged in the following order: -

No.	Requirement	Compliance
1.	Shall have a table of contents page clearly indicating Sections and Page Numbers	Must meet
2.	Shall have pages in the whole document from the table of contents page numbered in the correct sequence (i.e 1,2,3…) including all appendixes and attachments (Machine Pagination ONLY). ***Handwritten numbering SHALL NOT be allowed.***	Must meet
3.	Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable.	Must meet
4.	Shall be submitted in one original, one copy of original and a PDF soft copy of the original in a flash disk.	Must meet
5.	Shall be signed (where signatures are required) by a duly authorized representative of the firm or any other officer appointed and evidenced by a Power of Attorney.	Must meet
6.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships. - **ITT 22.3**	Must meet
7.	A copy of Certificate of Registration/Incorporation.	Must meet
8.	A copy of valid Tax Compliance Certificate.	Must meet
9.	A copy of valid Business Permit (for the year 2026).	Must meet
10.	A copy CR12 from Registrar of Companies or equivalent for limited companies, Name of Proprietor for Sole Proprietor and Names of	Must meet

	Partners for Partnerships	
11.	Copy of National Identification documents for owners/Directors of the company (ID/Passport)	Must meet
12.	Mandatory site visit (evidenced by KPA site visit attendance register)	Must meet
13.	Valid/current AGPO Certificate for Youth or Women or Persons with Disabilities	Must meet
14.	Copy of Identification Card issued by National Council for Persons with Disabilities	Must meet (PWD Category)
15.	Certificate of Good Conduct for each of the Directors of the firm	Must meet
16.	Duly filled, signed, and stamped Form of Tender (Total price for each Zone quoted for)	Must meet
17.	Duly filled, signed, and stamped Confidential Business Questionnaire	Must meet
18.	Duly filled, signed, and stamped Certificate of Independent Tender Determination	Must meet
19.	Duly filled, signed, and stamped Self-Declaration Form SD 1	Must meet
20.	Duly filled, signed, and stamped Self-Declaration Form SD 2	Must meet
21.	Duly filled, signed, and stamped Declaration and Commitment to the Code of Ethics	Must meet
22.	Duly filled Tenderer Information Form	Must meet
23.	Duly filled FORM PER – 1 and FORM PER - 2	Must meet
24.	Duly filled, signed, and stamped DECLARATION form	Must meet
25.	Duly filled Tenderers Qualification Without Pre-Qualification	Must meet
26.	Duly filled FORM CON – 2, FORM FIN – 3.1 and FORM FIN – 3.4	Must meet
27.	Company Health and Safety Policy Statement and Management System (signed by CEO)	Must meet
28.	Valid Certificate of workplace registration OSHA	Must meet
29.	Commitment letter addressed to Kenya Ports Authority to observe Port Safety	Must meet
30.	Company Health and Safety representative/contact person during the contract (provide name, address, email, mobile number)	Must meet
31.	Indicate the minimum monthly wage rate exclusive of house allowance to pay each of the different categories of staff as per the latest Government Gazette notice on minimum wage rates. (Site Manager, Supervisors, Stewards) Failure to meet the minimum monthly wage inclusive of the house allowance will lead to automatic disqualification	Must meet
32.	A written undertaking that the tenderer shall comply with all labour laws and payment of minimum wage as approved by the Ministry of Labour during the entire contract period. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for these are payment of salaries in time – there should be no complaints from your staff of delayed salaries.	Must meet
33.	A written undertaking signed by the bidder confirming that the bidding firm will pay the fixed amount of transport allowance to staff as	Must meet

	indicated in the tender for movement within the Port.	
34.	Provide copies of staff payrolls for the last three months (July, August, September 2026) duly certified by your bank confirming that salaries were remitted through the bank.	Must meet
35.	A Current and valid Work Injury Benefits Act (WIBA) Insurance (Proof of cover include policy document or renewal endorsement or cover note from insurance companies for existing staff).	Must meet
36.	Three (3) letters of reference addressed to Kenya Ports Authority from corporate clients where the firm has performed similar works and signed by CEOs or Heads of Procurement Department	Must meet
37.	Written undertaking that should the tenderer be awarded the contract they shall process a Workman's Compensation and Group Personal Accident Insurance, Third Party of Public Liability Insurance	Must meet
38.	A written undertaking signed by the bidder confirming that the washroom consumables will be delivered as required and must be specific to this tender for all the zones with outdoor facilities. The written undertaking shall be addressed to the Manager Adminstration -Kenya Ports Authority.	Must meet
39.	Letter of compliance issued by Ministry of Labour and showing compliance to labour requirements and in particular compliance to payment of minimum wage	Must meet
40.	Compliance Certificate from National Social Security Fund (NSSF) and payment remittance advises for the last three months (July, August, September 2026) for employees engaged by the firm	Must meet
41.	Compliance Certificate from National Hospital Insurance Fund (NHIF) and payment remittance advises for the last three months (July, August, September 2026) for employees engaged by the firm	Must meet
42.	A written undertaking to sign a Service Level Agreement (SLA) with the Authority after signing of contract	Must meet

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

<u>Part II:</u> Technical <u>Evaluation Criteria (Mandatory Requirements)</u>

No.	Requirement	Compliance
1.	Company profile describing the core activities, location, addresses and organizational structure.	Must Meet
2.	**Personnel Capability** - List of personnel including: - a. Qualifications and experience of one (1) management personnel: - • Minimum degree holder (Housekeeping /Environmental Studies/Science/Management). • Curriculum vitae signed by the nominee. • Certified copies of academic certificates (to be certified by commissioner of oaths). • At least 5 years' experience in work related to cleaning and landscaping.	Must meet

	• A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon award of the contract. b. Qualifications and experience of supervisor: - • Minimum diploma holder in Housekeeping/Environmental Studies/Science/ Management. • Curriculum vitae signed by the nominee. • Certified copies of academic certificates (to be certified by commissioner of oaths). • At least 3 years' experience for Cleaning and Landscaping C. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon award of the contract.	
3.	Method of work Statement - should include but not limited to: a. Schedule of Work – assignment of manpower covering all the indicated shifts. b. Health & Safety Precautions. c. Emergency management procedure (outline process for incident management e.g., first aid). d. Employee scheduled duty roster. e. Daily cleaning checklist and inspection	Must meet
4.	Letter from a commercial bank where the firm has an active account, confirming that the firm can access a credit facility of not less than Ksh. 500,000.	Must Meet

NOTE: Tenderers who will not meet the above requirements will not be evaluated further.

Part III Financial Tender Evaluation (ITT 35)

a) Price evaluation

i. The tender sum and the price schedule as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by clause 82 of the Public Procurement and Asset Disposal Act, 2015.

ii. To ensure equity, the Authority shall not award more than one zone to a single bidder.

iii. The evaluation and award will be done in chronological order from Zone 19,20,21,22,23,24,25,26,27,28,29. Once a bidder has been awarded a zone, they will not be considered for any other zones.

iv. The award will be based on the lowest evaluated bidder per zone within the market range.

v. Competitive negotiations – There shall be competitive negotiations to ensure the awarded contracted amount is within the KPA budget.

vi. Abnormally Low Tenders and abnormally High Tenders SHALL be rejected.

3. Multiple Contracts

Not Applicable.

4. Alternative Tenders (ITT 15.1)

Not applicable.

5. MARGIN OF PREFERENCE

Not applicable.

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

In determining satisfaction as to the information submitted by the bidder who has been recommended for tender award, the Procuring Entity may conduct due diligence on the information provided by the bidder and visit the reference sites so as to establish whether the information provided in the bid submission is accurate (post-qualification). **Any false information provided will lead to automatic disqualification and the bidder will be recommended for debarment.**

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 five (5) 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 five (5) 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 – (MANDATORY)

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*]

Alternative No.:_____[*insert identification No if this is a Tender f or*

an alternative] To:___**[*insert complete name of Procuring Entity*]**

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following:[*insert a brief description of the Non-Consulting Services*];

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*

Option1, in case of one Zone: Total price is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];
Or

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

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used*

to apply the discounts];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 20.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 24.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

l) **Commissions, gratuities and fees**: We have paid, or will pay the following **commissions**, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

m) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers.

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

i). TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE - (MANDATORY)

Instruction to Tenderer

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

a) *Tenderer's details*

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

General and Specific Details

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

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) *Partnership, provide the following details.*

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)……..…..

Issued Kenya Shillings (Equivalent)……..……

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

iv) Are there any person/persons in……..…… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No…….....……

If yes, provide details as follows.

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

f) *Conflict of interest disclosure*

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be 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?		

g) *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 - (MANDATORY)

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, a s 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, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date

_____

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

iii). SELF-DECLARATION FORMS - (MANDATORY)

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ……..
   ……..…….. *(insert name of the Company)* who is a Bidder in respect of **Tender No.** …….. for.....*(insert tender title/description)* for
   ……..*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…….	…….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

iv). SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE - (MANDATORY)

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....
……..... *(insert name of the Company)* who is a Bidder in respect of Tender No……
…….. for ……..*(insert tender title/description)* for ……*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……. *(name of the procuring entity)*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

…… ……..……

..... (Title)

(Signature) (Date)

Bidder's Official Stamp

v). DECLARATION AND COMMITMENT TO THE CODE OF ETHICS - (MANDATORY)

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

vi). APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. *Purpose*

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

2. *Requirements*

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

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

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be:-

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-

consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] 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 there of 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 - (MANDATORY)

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

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

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

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

1. Tenderer's Name:.....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration:.....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert* Tenderer's *year of registration]*

5. Tenderer's Address in country of registration:.....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information
Name: .....*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity.

☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM – (NOT APPLICABLE)

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

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

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

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

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

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

Beneficiary: _____

Request for Tenders No:

_____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____("the ITT").

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

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

   (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

   b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

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

_____

[signature(s)]

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

5. FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of____under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

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

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

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

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

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

6. TENDER-SECURING DECLARATION FORM – (MANDATORY)

[The Bidder shall complete this Form in accordance with the instructions indicated]
Date:.....*[insert date(as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*
To:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or

   b) thirty days after the expiration of our Tender.

4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

   Signed:……..……..

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

   Name: ……..……..

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

   Seal or stamp

QUALIFICATION FORMS

7. FOREIGN TENDERERS 40% RULE – (NOT APPLICABLE)

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

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

8. FORM EQU: EQUIPMENT (NOT APPLICABLE)

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

9. FORM PER - 1 – (MANDATORY)

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	**Title of position:** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*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:** *[_____]*	
	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*]
5.	**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*]

10. FORM PER-2: - (MANDATORY)

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

Name of Tenderer

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

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

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

11. DECLARATION – (MANDATORY)

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

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

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

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

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

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

name] Signature:_____ Date: (day

month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:_____ Date: (day

month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION – (MANDATORY)

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.

12. FORM ELI -1.1 Tenderer Information Form

Date:_____

ITT No. and title:_____

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

13. FORM ELI -1.2 – (NOT APPLICABLE)

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 ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

14. FORM CON –2 – (MANDATORY)

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

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

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

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

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Financial Situation and Performance

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:

_____

Financial Data

Type of Financial information in Kenya Shillings	**Historic information for previous** *three years,* _____ **(amount)**		
	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			

*Refer to ITT 15 **for** the exchange rate

15. FORM FIN – 3.1 – (NOT APPLICABLE)

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. 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 statements[1] for the_years required above ; and complying with the requirements

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

16. FORM FIN – 3.2 – (NOT APPLICABLE)

Average Annual Construction Turnover

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

	Annual turnover data (construction only)		
Year	**Amount Currency**	**Exchange rate**	**Kenya Shilling equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

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

17. FORM FIN–3.3: (NOT APPLICABLE)

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		

18. FORMFIN–3.4: -(NOT APPLICABLE)

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					

19. FORM EXP-4.1 – (NOT APPLICABLE)

General Construction Experience

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

_____Page_____of

_____pages

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

20. FORM EXP -4.2(a) – (NOT APPLICABLE)

Specific Construction and Contract Management Experience

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

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

21. FORMEXP-4.2(b) – (NOT APPLICABLE)

Construction Experience in Key Activities

Tenderer's Name:_____

Date:_____

Tenderer's JV Member Name:_____

Sub-contractor's Name[3] (as perITT35):_____

ITT No. and title:_____

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

1. Key Activity No One:_____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			**Kenya Shilling**	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

[3] *If applicable*

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

2. Activity No.

Two 3.

……

SCHEDULE FORMS

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

1. **The Specifications and Priced Activity Schedules – (MANDATORY)**

ZONE 19 - Old Port, Ras Serani & Managing Director's Residence

Facility Composition and Coverage

This zone covers a plinth area of **4,377 m²** and is located within the Old Port and Ras Serani precincts.
It comprises Old Port Offices, Old Port Compound, the Managing Director's Residence, Servant Quarters, and the Ras Serani Marine Watchtower and associated compound. Cleaning services shall cover all internal areas including offices, residential support spaces, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds, paved walkways, access points, and compound areas directly associated with the listed facilities.

Below is the distribution of cleaning areas.

Facility Name	**Area m²**	**Work Shifts**	**Traffic Level**
Old Port Offices	1,636.00	1 Shift	Low
Old Port Compound	874.11	1 Shift	Low
Managing Director's Residence Compound	920.00	1 Shift	Low
Ras Serani Tower	68.00	1 Shift	Low
Ras Serani Compound	784.00	1 Shift	Low
Total Zone Area	**4,377.11**		

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	**Type of Cost Item**	**Total Per Month (Kshs)**
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		

Total monthly inclusive of VAT and PPRA Levy	

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 19	Square Meters	Ksh	Ksh	Ksh

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 20 - Mbaraki Sports Club & Makupa Welfare Club

Facility Composition and Coverage

This zone covers a plinth area of **5,657 m²** and is located within the Mbaraki and Makupa areas. It comprises Mbaraki Sports Club, Makupa Welfare Club, and associated compound areas. Cleaning services shall cover internal areas including offices, social halls, kitchens, washrooms, corridors, staircases, doors, windows, internal partitions, and service areas. External cleaning shall include immediate building surrounds, compound areas, and access walkways. Enhanced cleaning shall be required during and after social or sporting events, with particular attention to kitchens, washrooms, and high use communal areas.

Below is the distribution of cleaning areas.

Facility Name	Area (m²)	Work Shifts	Traffic Level
Mbaraki Sports Club	1,894	2 Shifts	High
Makupa Welfare Club	2,459	2 Shift	High
Makupa Welfare Compound	1,304	1 Shift	Medium
Total Zone Area	**5,657**		

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 20	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 21: Nursery and Pre-school Facilities

Location and Area Coverage

This zone covers a plinth area of **8,276.98 m²** and is located across Old Shimanzi, Makupa Asian Kilindini, Gorofani, and Mbaraki areas.

Facility Composition and Coverage

The zone comprises New Shimanzi Preschool and associated compound, Old Shimanzi Makupa Asian Preschool and associated compound, Kilindini High Level Nursery School and compound, Gorofani Preschool and Mbaraki Low Level Nursery School, and associated compound areas. Cleaning services shall cover all internal areas including classrooms, staff rooms, washrooms, corridors, doors, windows, internal partitions, and child support spaces. External cleaning shall include immediate building surrounds and controlled outdoor play areas.

Special Cleaning Requirements

Only child safe cleaning agents shall be used, with enhanced sanitation frequency to minimise contamination risks within early childhood environments.

Facility Name	Area (m²)	Work Shifts	Traffic Level	Facility Category
New Shimanzi Preschool and Compound	731	1 Shift	Medium	Education
Old Shimanzi Makupa Asian Preschool and Compound	1,324	1 Shift	Medium	Education
Kilindini High Level Nursery School and Compound	1,645	1 Shift	Medium	Education
Gorofani Preschool	558	1 Shift	Medium	Education
Mbaraki Low Level Nursery School and Compound	1,668.98	1 Shift	Medium	Education
Total Zone Area	**8,276.98**			

The Contractor shall provide, operate, and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient, qualified, and competent supervisory and operational personnel, to ensure the effective delivery of cleaning, sanitation, landscaping, and related support services within the early childhood facilities and nursery school environment under this Contract.

All cleaning services shall be carried out in a manner that promotes a clean, safe, healthy, and child-friendly environment suitable for young children, staff, and visitors. The Contractor shall ensure that all personnel deployed to the facilities are properly trained in hygiene management, safe cleaning practices, child safeguarding awareness, infection prevention measures, waste handling, and the safe use and storage of cleaning chemicals and equipment.

The Contractor shall maintain adequate quantities of consumables and hygiene materials at all times to ensure uninterrupted availability of essential supplies, including but not limited to hand soap, toilet tissue, paper towels, disinfectants, sanitary bin liners, surface cleaners, and air fresheners, taking into consideration classroom occupancy, sanitation needs, meal areas, washroom usage, and cleaning frequencies.

All cleaning agents, chemicals, equipment, and materials used within the nursery school and early childhood facilities shall be non-toxic, child-safe, environmentally friendly where applicable, and suitable for use in educational and childcare environments. The Contractor shall ensure that hazardous materials and equipment are securely stored and kept out of reach of children at all times.

All tools, materials, consumables, and equipment supplied shall be of appropriate quality, fit for purpose, and maintained in good working condition throughout the contract period. Where the MA or the MA's authorized representative determines that the deployed personnel, equipment, consumables, PPE, or cleaning standards are inadequate for effective service delivery, the Contractor shall promptly provide additional, replacement, or upgraded resources and implement corrective measures at no additional cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	

4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	**Quantity**	**Total charges Per Month (Sum of Monthly Sub-totals)**	**Charges per square meter per Month (Total charges per Month divide by square meters)**	**Total Charges for the contract period**
Zone 21	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 22: G-Section Shed, Security Booths, Pollution control shed, Mooring Banda, Marine Police, And Museum Facilities

Location and Area Coverage

This zone covers a plinth area of **9,109m²** and is located within the marine security and operations area.

Facility Composition and Coverage

The zone comprises G Section Shed Area, Security Booths, K Boat Security Booth, Pollution Control Shed, Mooring Banda, Marine Police Offices, and the Maritime Museum. Cleaning services shall cover internal areas including offices, operational rooms, exhibition spaces, washrooms, corridors, doors, windows, and internal partitions. External cleaning shall include immediate shed surrounds, access points, and paved operational areas.

Special Cleaning Requirements

Cleaning within the Maritime Museum shall be undertaken with care to protect exhibits, while security-controlled areas shall be serviced in compliance with access protocols.

Facility Name	Area (m²)	Work Shifts	Traffic Level	Facility Category
G-Section Shed Area	2,533	1 Shift	Medium	Industrial
Security Booths	14	1 Shift	Low	Security
K-Boat Security Booth	23	1 Shift	Low	Security
Pollution Control Shed	4,935	1 Shift	Medium	Industrial
Mooring Banda	230	1 Shift	Medium	Marine
Marine Police	496	1 Shift	Medium	Security
Maritime Museum	878	1 Shift	Medium	Heritage
Total Zone Area	**9,109**			

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 22	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 23: Security, ICT & BPR And K-Section Operational Buildings

Location and Area Coverage

This zone covers a plinth area of **5,156.25 m²** and is located within security controlled and ICT operational areas.

Facility Composition and Coverage

The zone comprises the Security Block at Headquarters from ground floor to third floor, the ICT and BPR Building covering ground and first floors, K Section offices. Cleaning services shall cover offices, technical rooms, corridors, staircases, washrooms, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate access areas.

Special Cleaning Requirements

Cleaning activities shall comply with security protocols and ensure protection of ICT infrastructure and sensitive installations.

Facility Name	Area (m²)	Work Shifts	Traffic Level	Facility Category
Security Block HQ (Ground–3rd Floor)	3,803	1 Shift	High	Security
ICT & BPR Building	1,350	1 Shift	Medium	Administrative
K-Section	127	2 Shifts	High	Administrative
Total Zone Area	**5,156.25**			

The Contractor shall provide, operate, and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient, trained, and competent supervisory and operational staff, to ensure the effective delivery of cleaning, housekeeping, sanitation, waste management, and related support services within the ICT Building, Security Operations Building, and K-Section Operational Offices under this Contract.

Cleaning services shall be carried out in a structured and professional manner to maintain a clean, hygienic, secure, and operationally efficient environment at all times, with special attention to high-security, high-traffic, and sensitive operational areas. All offices, control rooms, server-adjacent spaces (where applicable), corridors, access routes, washrooms, meeting rooms, and common areas shall be kept clean, orderly, and free from dust and contamination.

The Contractor shall ensure continuous availability of adequate consumables and hygiene supplies to support uninterrupted service delivery, including but not limited to disinfectants, hand hygiene products, toilet tissue, paper towels, surface cleaners, bin liners, and air fresheners, based on usage levels, staffing intensity, and operational sensitivity of each facility.

All cleaning tools, equipment, materials, and PPE shall be of appropriate quality, fit for purpose, and suitable for secure administrative and ICT operational environments. Personnel deployed shall be vetted, where applicable, and adequately trained in security-conscious cleaning procedures, data-sensitive area protocols, hygiene management, and safe handling of cleaning

chemicals to avoid disruption of critical operations.

Where the MA or the MA's authorized representative determines that the deployed personnel, equipment, consumables, or PPE are inadequate or not compliant with required standards, the Contractor shall promptly provide additional, upgraded, or replacement resources and staff at no additional cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 23	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 24: Old One Stop Centre, Old Kipevu Clinic, Container Shift Manager Offices, SGR Offices, and Security Booths serving Gates 18 to 20

Location and Area Coverage

This zone covers a plinth area of **3,400.08 m²** and is located within operational and transport coordination areas.

Facility Composition and Coverage

The zone comprises the Old One Stop Centre, Old Kipevu Clinic, Container Shift Manager Offices, SGR Offices, and Security Booths serving Gates 18 to 20. Cleaning services shall cover offices, operational rooms, corridors, staircases, washrooms, doors, windows, internal partitions, and staff service areas. External cleaning shall include immediate booth surrounds and access points.

Facility Name	**Area (m²)**	**Work Shifts**	**Traffic Level**	**Facility Category**
Old One Stop Centre	1,930	1 Shift	Low	Dormant – Periodic cleaning
Old Kipevu Clinic	650	1 Shift	Low	Dormant – Periodic cleaning
Container Shift Manager Offices	367.08	2 Shifts	Medium	Administrative
SGR Offices	303	2 Shifts	Medium	Administrative & Operational
Security Booths 18–20	150	2 Shifts	High	Security
Total Zone Area	**3,400.08**			

The dormant Old One Stop Centre and Old Kipevu Clinic shall be cleaned twice weekly, while the Container Shift Manager Offices, SGR Offices, and Security Booths serving Gates 18 to 20 shall be cleaned daily to ensure consistent hygiene, orderliness, and operational readiness of all active and standby facilities.

The Contractor shall provide, operate, and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient, trained, and competent supervisory and operational staff, to ensure the effective delivery of cleaning, housekeeping, sanitation, and related services across all designated facilities under this Contract.

Consumables shall be maintained in sufficient and continuous supply at all times to guarantee uninterrupted availability of essential hygiene materials, based on facility usage patterns, occupancy levels, and the prescribed cleaning frequencies. These shall include, but not be limited to, disinfectants, detergents, hand hygiene products, toilet tissue, paper towels, bin liners, and other approved cleaning materials.

All tools, equipment, materials, and PPE provided shall be of appropriate quality, fit for purpose, and suitable for both active operational sites and dormant facilities, ensuring effective service delivery under varying usage conditions.

Where the MA or the MA's authorized representative determines that the deployed personnel, equipment, consumables, or PPE are inadequate or not meeting required service standards, the Contractor shall promptly provide additional, upgraded, or replacement resources and staff at no additional cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	**Type of Cost Item**	**Total Per Month (Kshs)**
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	

Monthly Sub-total	
PPRA Levy Order 0.03%	
VAT 16%	
Total monthly inclusive of VAT and PPRA Levy	

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	**Quantity**	**Total charges Per Month (Sum of Monthly Sub-totals)**	**Charges per square meter per Month (Total charges per Month divide by square meters)**	**Total Charges for the contract period**
Zone 24	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 25: Nairobi ICD Operational Facilities & Bellevue Clinic

Location and Area Coverage

This zone covers a plinth area of **5,824 m²** and is located within Nairobi ICD.

Facility Composition and Coverage

The zone comprises Nairobi ICD Workshop E, ICD Clinic, Fueling ICD facilities, New Fire Station, Security Booths at Gates A and B, Container Offices, Procurement Store, Lubricants Yard, Verification Shed, and Bellevue Clinic. Cleaning services shall cover offices, workshops, clinic, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate operational access areas.

Special Cleaning Requirements

Cleaning activities shall comply with clinical sanitation standards, fuel area hygiene controls, and spill management protocols.

Facility Name	**Area (m²)**	**Work Shifts**	**Traffic Level**	**Facility Category**
Workshop E	1,646	2 Shifts	Medium	Workshop
ICD Clinic	428	2 Shifts	High	Health
Fuelling ICD	232	1 Shift	Medium	Operational
Fire Station (New)	1,800	2 Shifts	High	Emergency Services
Security Booths Gate A	21	2 Shifts	High	Security Operational

Container Offices near Gate A	52	1 Shift	Low	Administrative & Operational
Gate A Operation Offices	52	1 Shift	Medium	Administrative & Operational
Procurement Store and Lubricants Yard	710	1 Shift	Medium	Stores
Verification Shed (Leased Verandah only)	497	1 Shift	Medium	Operational
Verification Container Office	14	1 Shift	Low	Administrative
Booth next to Canteen	17	1 Shift	Low	Administrative
Gate B Security Booths	16	2 Shifts	High	Security
Gate B Operation Offices	52	2 Shift	Medium	Administrative & Operational
Container Offices within Operational Area (6 No.)	84	1 Shift	Medium	Administrative
Bellevue Clinic	203	2 Shifts	High	Health Administrative & Operational
Total Zone Area	**5,824**			

Cleaning services for the operational Nairobi ICD Workshop E, ICD Clinic, Fuelling ICD Facilities, New Fire Station, Security Booths at Gates A and B, Container Offices, Procurement Store, Lubricants Yard, Verification Shed, and Bellevue Clinic shall be delivered in a structured, systematic, and professional manner to ensure a consistently clean, hygienic, safe, and presentable working environment across all designated operational, clinical, industrial, and administrative facilities.

The Contractor shall provide, operate, and maintain all necessary tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient, trained, and competent supervisory and operational staff, to effectively deliver cleaning, housekeeping, sanitation, waste management, and related support services across workshops, clinics, fueling points, fire station facilities, security booths, container offices, stores, yards, and verification areas under this Contract.

Cleaning activities shall be undertaken at defined and appropriate frequencies based on the nature and intensity of operations within each facility, ensuring continuous cleanliness in offices, workshops, clinical areas, fuel handling zones, fire station premises, storage areas, corridors, staircases, entry and exit points, security booths, container offices, washrooms, consultation rooms, waiting areas, archives, yards, and all common or shared spaces. Particular emphasis shall be placed on high-risk and high-contact zones, including clinical surfaces, fuel dispensing interfaces, equipment controls, door handles, switches, counters, railings, and other frequently touched surfaces, which shall be regularly cleaned and disinfected to maintain strict hygiene, safety, and infection prevention standards.

The Contractor shall ensure uninterrupted availability and adequate stock levels of all consumables required for effective service delivery, including but not limited to toilet tissue, liquid soap, paper towels, disinfectants, surface cleaners, bin liners, sanitizers, air fresheners, and other approved hygiene materials. Consumable planning and replenishment shall be proactively managed in line with occupancy levels, staff deployment, visitor flow, operational demand, and the specific risk profile of each facility.

All tools, equipment, materials, and PPE provided shall be of professional industrial and healthcare-appropriate grade, fit for purpose, and suitable for use in both clinical, industrial, and high-security environments. All equipment shall be properly maintained, routinely serviced, and kept in optimal working condition throughout the contract period to ensure uninterrupted,

reliable, and efficient service delivery.

Where the Managing Agent (MA) or the MA's authorised representative determines that the deployed personnel, equipment, consumables, or PPE are inadequate, unsuitable, or not meeting the required service standards, the Contractor shall promptly remedy the deficiency by providing additional, upgraded, or replacement resources and/or personnel at no additional cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 25	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 26: Naivasha ICD Facilities

Location and Area Coverage

This zone covers a plinth area of **1,226 m²** and is located within Naivasha ICD operational and gate control areas.

Facility Composition and Coverage

The zone comprises the Naivasha Integrated Building, ICD Main Gate Booths, Port Health Container Booth, Safety and Electrical Control Office, Workshop, Police Station, Yard Security Office, Signal Building, and Operators Container Office. Cleaning services shall cover offices, control rooms, workshops, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate gate and building access areas.

Facility Name	**Area (m²)**	**Work Shifts**	**Traffic Level**	**Facility Category**
Integrated Building (Less 158.76 m²)	618	1 Shift	Medium	Administrative
ICD Main Gate Booths	30	2 Shifts	High	Security
Port Health Container Booth	14	1 Shift	Medium	Health
Security Container Office	39	1 Shift	Low	Security
Safety Office and Electric Control	57	1 Shift	Medium	Operational
Container OCS Office	14	1 Shift	Low	Administrative
Workshop	237	1 Shift	Medium	Workshop
Police Station	167	2 Shifts	Medium	Security
Yard Security Office	39	1 Shift	Medium	Security
Signal Building KPA Offices	36	1 Shift	Low	Administrative
Operators' Container Office	14	1 Shift	Low	Administrative
Total Zone Area	**1,226**			

The Contractor shall provide comprehensive cleaning, housekeeping, sanitation, waste management, and related support services for the Naivasha Integrated Building, ICD Main Gate Booths, Port Health Container Booth, Safety and Electrical Control Office, Workshop, Police Station, Yard Security Office, Signal Building, and Operators Container Office in a structured, systematic, and professional manner to maintain clean, hygienic, secure, safe, and operationally efficient facilities.

The Contractor shall provide and maintain adequate tools, equipment, consumables, PPE, and sufficient trained and competent personnel to ensure effective service delivery across all operational, administrative, technical, and security areas. Cleaning activities shall be carried out at appropriate frequencies, with special attention to high-traffic, high-security, and sensitive operational areas, including control rooms, workshops, gate booths, offices, washrooms, corridors, and common areas. High-touch surfaces shall be regularly cleaned and disinfected to maintain required hygiene standards.

The Contractor shall ensure uninterrupted availability of approved consumables and hygiene materials, while all tools, equipment, and PPE shall be fit for purpose, professionally maintained, and suitable for the respective operational environments. Personnel shall be appropriately trained and vetted where necessary to support security-conscious cleaning operations and safe handling of cleaning chemicals.

Where the Managing Agent (MA) or the MA's authorised representative determines that deployed personnel, equipment, consumables, PPE, or service levels are inadequate or non-compliant, the Contractor shall promptly provide additional, upgraded, or replacement resources at no additional cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	**Type of Cost Item**	**Total Per Month (Kshs)**
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	

4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	**Quantity**	**Total charges Per Month (Sum of Monthly Sub-totals)**	**Charges per square meter per Month (Total charges per Month divide by square meters)**	**Total Charges for the contract period**
Zone 26	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 27: Kisumu ICD and Pier Facilities

Location and Area Coverage

This zone covers a plinth area of **6,659 m²** and is located within Kisumu ICD.

Facility Composition and Coverage

The zone comprises the Kisumu Administration Building, Police Station, Fire Station, Shade Offices, Workshop Yard, ICD Clinic, security booths, Cargo Manager Offices, Pier Operations Offices, conference room, Finance Offices, Security Offices, DCIO Offices, NSIS Office, and Pier Police Station and adjacent offices. Cleaning services shall cover offices, operational rooms, clinics, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds.

Facility Name	**Area (m²)**	**Work Shifts**	**Traffic Level**
Administration Building	1,341	1 Shift	Low
ICD Police Station	285	1 Shift	Low
ICD Fire Station	891	1 Shift	Low
Shade Offices	2,274	1 Shift	Low
Workshop Yard	828	1 Shift	Low

ICD Clinic	290	1 Shift	Low
Pier police stations and adjacent offices	750	1 Shift	Low
Total Zone Area	**6,659**		

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 27	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 28: Lamu Police and Administration Facilities

Location and Area Coverage
This zone covers a plinth area of 6,912 m² and is located within Lamu port administrative and security areas.
The zone comprises the Lamu Police Station, Administration Building, Welfare Building excluding the canteen, and the Lamu Jetty Building. Cleaning services shall cover offices, operational rooms, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds and access points.

Special Cleaning Requirements
Cleaning activities shall comply with security protocols and maintain hygiene standards within public interface areas.

Facility Name	Area (m²)	Work Shifts	Traffic Level	Facility Category
Lamu Police Station	811	1 Shift	Medium	Security
Administration Building	4,023	1 Shift	Medium	Administrative
Welfare Building (Less Canteen)	1,770	1 Shift	Medium	Welfare
Lamu Jetty Building	308	1 Shift	High	Passenger / Marine
Total Zone Area	**6,912**			

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 28	Square Meters	Ksh	Ksh	Ksh

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

ZONE 29: SHIMONI WAREHOUSES AND OFFICES

Location and Area Coverage

This zone covers a plinth area of **1,949 m²** and is located within Shimoni port.

The zone consists of Shimoni Warehouse 1, Warehouse 2, Warehouse 3, Existing Offices, Gate Office, Main Gate, and Office Block 2. Cleaning services shall cover offices, warehouse administrative areas, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate warehouse access areas.

Special Cleaning Requirements

Cleaning activities shall include dust control measures and periodic deep cleaning of warehouse support spaces

Facility Name	Area (m²)	Work Shifts	Traffic Level	Facility Category
Warehouse 1	770	1 Shift	Low	Storage
Warehouse 2	125	1 Shift	Low	Storage
Warehouse 3	463	1 Shift	Low	Storage
Existing Offices	321	1 Shift	Low	Administrative
Gate Office	21	1 Shift	Low	Security
Main Gate	119	2 Shifts	Low	Security
Office Block 2	130	1 Shift	Low	Administrative
Total Zone Area	**1,949**			

The Contractor shall provide and maintain adequate tools, equipment, cleaning consumables, and personal protective equipment (PPE), together with sufficient and competent supervisory and operational staff, to ensure effective delivery of cleaning, landscaping, and related services under the Contract. Consumables shall be maintained in sufficient quantities to guarantee continuous availability of essential hygiene supplies based on facility usage and cleaning requirements. All materials and equipment provided shall be of appropriate quality and suitable for professional service delivery. Where the MA or the MA's authorized representative determines that the deployed resources, consumables, equipment, or personnel are inadequate, the Contractor shall provide additional or replacement items and staff at no extra cost to the Authority.

Profits, Overheads and Other Operational Costs

No.	Type of Cost Item	Total Per Month (Kshs)
1	Labour Cost	
2	Tools & Equipment	
3	Cleaning Consumables	
4	Personal Protective Equipment's (PPEs)	
5	Overhead Costs	
6	Profit Margin	
7	Special Staff Costs (Hse levy,SHA & NSSF etc.)	
Monthly Sub-total		
PPRA Levy Order 0.03%		
VAT 16%		
Total monthly inclusive of VAT and PPRA Levy		

Provide a detailed list of Labour cost, Tools & Equipment, PPEs, Consumables, overheads, operational items & components and Profit Margin percentage as an annexture for price evaluation. Section V Activity schedule - Requirements for Materials and Equipment's Usage

Square Meter Representation

Area of Work	Quantity	Total charges Per Month (Sum of Monthly Sub-totals)	Charges per square meter per Month (Total charges per Month divide by square meters)	Total Charges for the contract period
Zone 29	**Square Meters**	**Ksh**	**Ksh**	**Ksh**

NOTE: Bidders are advised to ensure that the quoted total cost covers the staff salaries, associated costs, materials & equipment, and a reasonable profit. Where the salaries indicated do not meet the minimum Government wage rate as gazetted, the bid shall not be considered as responsive irrespective of having met all other requirements.

Signature of tenderer_____Date_____Stamp_____

2. Method Statement

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

3. Work Plan

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

4. Other Time Schedule

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

CONTRACT FORMS

1. NOTIFICATION OF INTENTION TO AWARD

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

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

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

Telephone numbers: *.....[insert Authorized Representative's telephone/ 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*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

iii). How to request a debriefing

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

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

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

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

Title/position: .....[*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

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

If your request for a debriefing is received within the3Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

iv. *How to make a complaint*

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

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

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

Title/position:..... [*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

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

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

2. The complaint can only challenge the decision to award the contract.

3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required to support the complaint.

5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be
6. refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke info@ppra.go.ke or

v). Stand still 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: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……OF……20……

BETWEEN

……APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of ……20…….in the matter of Tender No…….….of ……..20….. for .....(Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……...20……

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....[date]

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

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

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

Please return the attached Contract Duly

signed

AuthorizedSignature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT *[Form head paper of the Procuring Entity]* LUMP SUM REMUNERATION

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

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

WHEREAS

a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   Appendix A: Description of the
   Services Appendix B: Schedule
   of Payments Appendix C:
   Subcontractors Appendix D:
   Breakdown of Contract Price
   Appendix E: Services and Facilities Provided by the Procuring Entity

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

   INWITNESSWHERE 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]

5. FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]*

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

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

Alternative No*.: .....[Insert identification No if this is a Tender for an alternative]* **Date:** *.....[Insert date of issue]*

TENDER GUARANTEE No.: *.....[Insert guarantee reference number]*

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

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

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

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

(a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or

(b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

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

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

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

_____

[Signature(s)]

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

6. FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]* BOND NO. _____

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

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

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

c) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sFormof Tender("the TenderValidityPeriod"),oranyextensionthereto providedbythePrincipal;or

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

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

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

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespective names this_____day of_____20___.

Principal:_____
Corporate Seal (where appropriate)

_____
(Signature)

(Printed name and title)

Surety:_____

_____
(Signature)

(Printed name and title)

7. FORM OF TENDER-SECURING DECLARATION

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

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

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

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

To:..... *[complete name of Procuring Entity]* We,

the undersigned, declare that: We understand that, according to your conditions,

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

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

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

Name of the Tenderer*****_____

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

Title of the person signing the Tender_____

Signature of the person named above_____

Date signed_____day of_____,_____

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

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

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

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

PROVISION OF HOUSEKEEPING SERVICES CONTRACT – SCOPE OF WORK.

Provision of Housekeeping Services within the following Zones:

ZONE AREA	SCOPE OF WORK BRIEF DESCRIPTION
19	This zone covers a plinth area of **4,377 Square Metres** and is located within the Old Port and Ras Serani precincts. It comprises Old Port Offices, Old Port Compound, the Managing Director's Residence, Servant Quarters, and the Ras Serani Marine Watchtower and associated compound. Cleaning services shall cover all internal areas including offices, residential support spaces, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds, paved walkways, access points, and compound areas directly associated with the listed facilities.
20	This zone covers a plinth area of **5,657 Square Metres** and is located within the Mbaraki and Makupa areas. It comprises Mbaraki Sports Club, Makupa Welfare Club, and associated compound areas. Cleaning services shall cover internal areas including offices, social halls, kitchens, washrooms, corridors, staircases, doors, windows, internal partitions, and service areas. External cleaning shall include immediate building surrounds, compound areas, and access walkways. Enhanced cleaning shall be required during and after social or sporting events, with particular attention to kitchens, washrooms, and high use communal areas.
21	This zone covers a plinth area of **8,276.98 Square Metres** and is located across Shimanzi, Kilindini, Gorofani, and Mbaraki areas. It comprises New Shimanzi Preschool and associated compound, Old Shimanzi Makupa Asian Preschool and associated compound, Kilindini High Level Nursery School and compound, Gorofani Preschool, Mbaraki Low Level Nursery School, and associated compound areas. Cleaning services shall cover all internal areas including classrooms, staff rooms, washrooms, corridors, doors, windows, internal partitions, and child support spaces. External cleaning shall include immediate building surrounds and controlled outdoor play areas.
22	This zone covers a plinth area of **12,606 Square Metres** and is located within the marine security and operations area. It comprises G Section Shed Area, Security Booths, K Boat Security Booth, Pollution Control Shed, Shed A Marine Operation Offices, Mooring Banda, Marine Police Offices, and the Maritime Museum. Cleaning services shall cover internal areas including offices, operational rooms, exhibition spaces, washrooms, corridors, doors, windows, and internal partitions. External cleaning shall include immediate shed surrounds, access points, and paved operational areas.
23	This zone covers a plinth area of **5,156.25 Square Metres** and is located within security controlled and ICT operational areas. It comprises the Security Block at Headquarters from ground floor to third floor, the ICT and BPR Building covering ground and first floors, K Section offices. Cleaning services shall cover offices, technical rooms, corridors, staircases, washrooms, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate access areas.
24	This zone covers a plinth area of **3,400.08 Square Metres** and is located within operational and transport coordination areas. It comprises the Old One Stop Centre, Old Kipevu Clinic, Container Shift Manager Offices, SGR Offices, and Security Booths serving Gates 18 to 20. Cleaning services shall cover offices, operational rooms, corridors, staircases, washrooms, doors, windows, internal partitions, and staff service areas. External cleaning shall include immediate booth surrounds and access points.
25	This zone covers a plinth area of **5,824 Square Metres** and is located within Nairobi ICD. It comprises Nairobi ICD Workshop E, ICD Clinic, Fuelling ICD facilities, New Fire Station, Security Booths at Gates A and B, Container Offices, Procurement Store, Lubricants Yard, Verification Shed, and Bellevue Clinic. Cleaning services shall cover offices, workshops, clinics, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate operational access areas.
26	This zone covers a plinth area of **1,226 Square Metres** and is located within Naivasha ICD operational and gate control areas.

	It comprises the Naivasha Integrated Building, ICD Main Gate Booths, Port Health Container Booth, Safety and Electrical Control Office, Workshop, Police Station, Yard Security Office, Signal Building, and Operators Container Office. Cleaning services shall cover offices, control rooms, workshops, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate gate and building access areas.
27	This zone covers a plinth area of **6,659 Square Metres** and is located within Kisumu ICD. It comprises the Kisumu Administration Building, Police Station, Fire Station, Shade Offices, Workshop Yard, ICD Clinic, security booths, Cargo Manager Offices, Pier Operations Offices, conference room, Finance Offices, Security Offices, DCIO Offices, NSIS Office, and Pier Police Station and adjacent offices. Cleaning services shall cover offices, operational rooms, clinics, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds.
28	This zone covers a plinth area of **6,912 Square Metres** and is located within Lamu port administrative and security areas. It comprises the Lamu Police Station, Administration Building, Welfare Building excluding the canteen, and the Lamu Jetty Building. Cleaning services shall cover offices, operational rooms, washrooms, corridors, staircases, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate building surrounds and access points.
29	This zone covers a plinth area of **1,949 Square Metres** and is located within Shimoni port. It comprises Shimoni Warehouse 1, Warehouse 2, Warehouse 3, Existing Offices, Gate Office, Main Gate, and Office Block 2. Cleaning services shall cover offices, warehouse administrative areas, washrooms, corridors, doors, windows, internal partitions, and service rooms. External cleaning shall include immediate warehouse access areas.

SCHEDULE OF REQUIREMENTS FOR MATERIALS AND EQUIPMENTS USAGE

The materials and equipment provided must be adequate to provide the service required to the required standard and must be available and in use on site for the duration of the contract. The equipment must be always maintained in good working order. Tools and equipment's shall include but not limited to the following:

Table 1: Description of Cleaning Consumables/Materials, unit of measure & Stocks Replenishment requirements

No.	CLEANING CONSUMABLES/ MATERIALS REQUIRED	UNIT OF MEASURE & STOCKS REPLENISHMENT
1	Air fresheners (300ml Can)	Dozen (Dz) (Monthly)
2	Axion paste (350g)	Dozen (Dz) (Quarterly)
3	Carpet Shampoo	Litres (Ltrs) (semiannually)
4	Disinfectants / Jik	Litres (Ltrs) (Monthly)
5	Dustbin Linings (50 pcs @ packet)	Dozen (Dz) (Quarterly)
6	Hand paper towels (white in color) (240 sheets Packet)	Dozen (Dz) (Monthly)
7	Handwash Liquid Soap	Litres (Ltrs) (Monthly)
8	Harpic Toilet Clean	Litres (Ltrs) (Monthly)
9	Multi-purpose cleaning detergents	Litres (Ltrs) (Monthly)
10	Oil/Grease spill (Degreaser)	Litres (Ltrs) (Quarterly)
11	Paragon balls (5 pcs @ packet)	Dozen (Dz) (Monthly)
12	Pledge Polish (Furniture) (300 ml)	Dozen (Ltrs) (Quarterly)
13	Polish (Floor)	Kilograms (Kg) (Quarterly)

14	Quality toilet papers (white in color)	Bale (40 Pcs) (Monthly)
15	Saw dust Chippings	Bags (50kg) (Monthly)
16	Swimming Pool (Algicure) (20 Ltrs)	Litres (Ltrs) (Quarterly)
17	Swimming Pool Antistain/Stain remover Liquid (20 Ltrs)	Litres (Ltrs) (Quarterly)
18	Swimming pool Chlorine 65% (20 kg)	Kilograms (Kg) (Quarterly)
19	Swimming pool chlorine 90% (20 kg)	Kilograms (Kg) (Quarterly)
20	Swimming Pool Floculantor (20 kg)	Kilograms (Kg) (Quarterly)
21	Swimming Pool Magic (HTH) (1ltrs) (1 Ltrs per Month)	Litres (Ltrs) (Monthly)
22	Swimming Pool PH Low (20kg)	Kilograms (Kg) (Quarterly)
23	Swimming Pool PH Plus (20 kg)	Kilograms (Kg) (Quarterly)
24	Window Cleaner Liquid (300ml)	Dozen (Dz)(Semi Annually)

Table 2: Description of Cleaning Tools & Equipment, Unit of measure & Stocks Replenishment requirements

No.	CLEANING TOOLS & EQUIPMENTS REQUIRED	UNIT OF MEASURE AND USAGE
1	Cleaning Caution signs	Pieces (one off)
2	Cobweb remover	Piece (one off)
3	Connix Green Braided Water Hose Pipe (1/2 inch by 15 Meters)	Roll (one off)
4	Disposable Dust masks (50 pcs packet)	Packet (Semi Annually)
5	Floor Squeegee	Pieces (annually)
6	Grass Slasher	Piece (one off)
7	Heavy Duty Chemical Resistant Cleaning Gloves (16 Inch)	Pair (Quarterly)
8	Housekeeping Aluminium ladder (4 step)	Piece (one off)
9	Housekeeping trolley	Piece (one off)
10	Jembe (Complete)	Piece (one off)
11	Jumbo Double Roll Toilet Paper Dispenser (Branded)	Piece (one off)
12	Jumbo Super Mop Complete (Type L17FH)	Pieces (semiannually)
13	Liquid Hand Wash Dispensers (Wall mounted 700ml) (Branded)	Piece (one off)
14	Machete (Panga)	Piece (one off)
15	Microfiber Cleaning cloth (Dust checks) (6 Pcs packet)	Dozen (Dz) (Quarterly)
16	Rake (Complete)	Piece (one off)
17	Scotch Brite Scouring Pad (pack of 12)	Dozen (Dz)(Monthly)
18	Scrapper Hard Broom	Pieces (annually)
19	Scrapping / Buffing machine & pads	Pieces (one off)
20	Soft Broom with handle (PVC)	Pieces (quarterly)

21	Stand Up Dustpans (Blue Colour)	Pieces (annually)
22	Standard Cleaning/ Mopping Buckets	Pieces (annually)
23	Steelwool 20 grams by 30 pieces	Bale (quarterly)
24	Swimming Pool Speck 8-wheel sweeper	Pieces (pcs) (one off)
25	Swimming Pool Floor Brush (18 inch)	Piece (one off)
26	Swimming pool leaf rake (shallow net)	Pieces (pcs) (one off)
27	Swimming Pool Telescopic Handle	Piece (one off)
28	Swimming Pool Test kit	Set (One off)
29	Swimming Pool vacuum hose (12m)	Pieces (pcs) (one off)
30	Swimming Pool Wall brush (For Tiles)	Piece (Annually)
31	Toilet Brush & Bowl Set (Blue Colour)	Pieces (annually)
32	Trash Bin with Wheels (100ltrs) (Branded)	Piece (One Off)
33	Wall/floor Scrapper	Piece (one off)
34	Watering can (Plastic) (15 Ltrs)	Piece (one off)
35	Wet & Dry Vacuum Cleaner machine (Carpets)	Piece (one off)
36	Wheelbarrow	Piece (one off)
37	Window Telescopic Aluminum Pole (6m)	Piece (one off)
38	Window Wiper (Handheld Squeegee)	Pieces (pcs) Annually

Table 3: Description of Human Resource Persons & Standard Renumeration Requirements

NO	Human Resources Required	Standard Government Rates
1	Housekeeping Stewards	Standard Government Monthly Salaries / wages
2	Housekeeping Supervisors	
3	Transport Allowance	
	Personal Protective Equipment (PPE's)	**Usage**
1	Staff Uniform (Contractor Branded) (ladies / Men)	Sets (Trouser & Shirt /Blouse) (Annually)
2	Safety Shoes (Oil/Chemical Resistant)	1 Pair (One Off)
3	Retro Reflective Jacket (Luminous Green Colour) (Contractor branded)	1 Pair (Annually)
4	Port User Staff Pass (Access Port Pass)	1 Piece (Two Years)

PERFORMANCE MANAGEMENT

i) The contractor must perform the required services to standards acceptable to Kenya Ports Authority. Key Performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.

ii) The Authority shall apply the following KPIs as attached in **Appendix 2: -**

a) Standard of cleanliness
b) Use of duly certified cleaning consumables by KEBS
c) Customers Compliments/Complaints
d) Safety management system
e) Staff Presentation & uniforms
f) Staff attendance
g) Confirm Compliance to minimum wage guidelines & submit detailed monthly statutory deductions to MA or representative

iii) The Manager Administration will develop the KPI's to be used to measure the ongoing performance of the contract.

iv) The contractor will be required to attend a particular site/location visit with the Manager Administration or representative to undertake the KPI parameters.

v) The Authority shall carry out routine and random inspection of the contract areas as specified in the scope of work. The results of the periodic/random inspections shall be factored during monthly evaluations.

vi) Where the performance will be below 90% for three (3) consecutive months, then termination proceedings will commence.

vii) The tenderer/contractor shall permit free and unfettered access to and provide such assistance as the Authority may require to its representatives, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.

viii) Where the inspection or survey indicates that the contractor has not performed the services to the specified standards, the Authority shall deduct from the contract price, the cost of materials and labour and of the service for which the Contractor is in default and the Authority has had to rectify.

ix) The Authority shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.

x) The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Manager Administration and shall comply with and adhere strictly to the set instructions and directions.

xi) The contractor shall be required to maintain the highest standards of cleaning services and decorum as is applicable to KPA. The services required shall be to the satisfaction of the Manager Administration and the User/departments.

xii) The Authority's representative shall carry out annual performance review for the contractor and document the findings.

OTHER SPECIAL CONDITIONS OF CONTRACT

1) The successful bidder will meet the cost of:
- ✓ Port movement passes for the firm's employees at the prevailing rates.
- ✓ Fire, safety, and security awareness courses; and
- ✓ Any damages, faults or defects to fixtures and fittings caused by their employees.

2) The Contractor shall immediately on notification remedy any breach of the Contract.

3) The contractor shall pay the workers a monthly salary that is not less than the applicable minimum government rates and will avail copies of his or her payroll quarterly to the Authority to verify compliance.

4) The contractor shall be required to keep abreast with emerging trends and best practice in housekeeping standards.

5) Suitable storage facilities if required will be provided to the contractor. Additional space can be provided at prevailing office and premises accommodation rates as specified by the Authority.

6) The Authority shall not be liable for any injury to the contractor, his servants or licensees caused during/or consequential upon the performance of the services contracted herein.

7) The contractor shall be responsible for the safety and security of the Authority's property of whatever description in the contract areas and shall ensure that they are always secure from theft and all kinds of risks from the contractors employees/agents which may occasion loss and or damage. In case of such incidences the item(s) must be replaced.

8) Any servant and/or agent of the contractor who engages in misconduct, whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and/or good image of the Authority shall be liable to instant removal from the KPA premises, and the Authority may directly impose such conditions as it may deem necessary for his re-admission to the KPA facility.

9) The contractor, his servants and/or agent shall always comply with all regulations and directives which may be issued from time to time by the Authority in regards to the Port facility.

10) The Contractor shall be liable for and shall indemnify and hold harmless, the Authority, including for this purpose any employee or agent of the Authority, in respect of any loss, liabilities, damage, claim or proceedings suffered or incurred by the Authority, its employees, tenants, customers or other users of the KPA premises or any third parties arising from or in connection with any neglect or wrongful omissions or willful default of the Contractor, its employees, agents or sub-contractors, arising from or in connection with the performance of the services.

11) The contractor it's employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority's as a result of the Contractor's or its employees' or agents' failure to observe or comply with such requirements.

12) The contractor shall always diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property in the KPA premises.

13) The contractor shall be required to be compliant with statutory deductions as amended from time to time and to provide quarterly remittance reports of the same to Manager Administration. (e.g., NSSF, SHIF, SHA, and Housing Levy). requirements and regulations for all its employees and submit detailed biodata to MA / representative.

14) The Contractor shall supply all materials, including consumables such as soap, detergents etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. Any proposed changes shall be discussed with and agreed by the Authority representative in advance and documented. The Authority representative reserves the right to refuse the use of any chemicals on environmental grounds.

15) The Contractor would be expected to adopt/adjust to new products in the market at no cost to the Authority.

16) The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.

NOTE:

❖ **On commencement of the contract, KPA will issue safety regulations procedures /or training to the successful contractor which must be complied with.**

WORK SPECIFICATION PROVISION OF CLEANING SERVICES

The contractor shall be required to maintain the highest standards of cleanliness and decorum as applicable. For this reason, his/her obligation will be the following against which standards shall be measured.

Surface/Areas defined to include:

Floors, glasses, Walls, pillars and exterior facades, signage, Ceilings, Toilets, Elevators and, lift, all partitions, Staircases, Door grills, Furniture, Wire mesh and Roof tops

Equipment and installation (including but not limited to all signboards, displays, panels, bins, desks, counters, partitions and screens), removal of insects and nesting.

A) FLOORS

i) Concrete

- Scrub daily using scrubbing machines and stain removing detergent and to retain them always clean,
- Apply floor seal suitable for the surface to enhance appearance

ii) Ceramic Floors

- Scrub and clean the floors and Where Applicable Strip and polish, buff to keep the floors devoid of stains, stickers, litter, and any form of dirt and to always retain the glitter.

iii) Wooden Surfaces

- Clean to retain the clean and polished surface all times.

B) Walls And Pillars

- Clean thoroughly without removing (peeling) of original paint
- Remove Cobwebs, dirt, ugly marks, or stains
- Remove bird nests and clean bird droppings

C) Stairs And Landings

- Clean metal and wooden and polish them on daily basis
- Clean all stairs, remove all dirt, litter, stains, and spills,

D) Glass Walls, Windows, And Doors.

- Clean and keep them devoid of dust or any marks

E) Office Furniture

- Clean and shampoo upholstered furniture on monthly basis or when necessary
- Clean and polish upholstered furniture using recommended leather polish
- Dust plastic chairs daily and scrub them on weekly basis to retain their original colour,
- Clean, dust and polish wooden tables on daily basis
- Arrange all furniture in an orderly manner.
- Remove disused and broken furniture, collect, and move to designated areas
- Transfer furniture to different location when need arises

F) Refuse Collection Points

- Sweep thoroughly, wash and dispose rubbish and food remains properly using plastic bags to designated areas
- Wash the areas thoroughly and disinfect them daily
- Maintain the area clean and dry

G) Waste Bins

- Collect and manage all refuse in the entire zone and transfer to designated refuse area.
- Empty and clean all dustbins immediately.
- Clean and disinfect them daily

H) Main Building

- Remove rubbish and clean the rooftops of buildings.
- Remove litter from gully traps and down pipes ensuring no litter enters them.
- Provide quality/recommended air fresheners
- Clean and polish furniture daily
- Clean and shampoo upholstered furniture on monthly basis or when necessary
- Hoover the carpets and remove stains
- Remove stickers and chewing gums daily

I) Offices

- Dusting of furniture using wooden polish
- Disinfecting the telephone heads
- Cleaning of the glass windows and walls
- Dust bins emptied and liners replaced
- Telephone Headsets, damp-wipe with detergent solution and sanitizer daily

J) Ceiling, Roof Space, Partitioning and Windows

Clean roof space, ceiling, and walls, remove cobwebs, dirty marks and any bird nests and always retain them clean.

K) Glass Partitions/Windows
Clean all glass partitions with appropriate detergents, keep them clean, and always polished e.g., using window lane. Clean high windows using telescope window cleaners.
Clean them daily; that is damp wipe and weekly polish them so that they can retain their shine.

L) Quality Assurance
Provide quality assurance forms to be designed by the Authority and shall be filled as required. These forms shall be checked frequently by the Authority's Representative.

M) Staff Identification
The Contractor shall provide staff with appropriate protective wears and safety gadgets (safety shoes, masks & hand gloves). He shall also provide staff with nametags and uniforms as approved by the Authority.
The contractor shall be required to provide name tags to the staff. The KPA security Port movement pass shall not be considered as a name tag.

Q) Signage/Barriers
The Contractor shall provide appropriate caution signs (alerting users of e.g., slippery, wet floors and cleaning in progress).

R) Garbage Collection
Collect garbage from all offices and ramps to a designated central location using the designated waste collection bin that is well covered with a lid and mounted on wheels.

S) Gender Deployment
The Contractor shall ensure to deploy gender equality in deployment of stewards.

T) Staff Transport
The contractor should ensure staff arrive at their workplaces on time, hence the need to provide staff with transport as appropriate.

QUALITY WORK SPECIFICATION STANDARDS ON SURFACES TO BE COVERED:

A) Ceramic/Tiles
All ceramic floor areas shall always be kept clean and dry.

B) Walkway and Stairs
To retain their original glitter, tiled floors shall always be kept clean by washing, scrubbing, and polishing using suitable detergent. Stains on tiles floor shall not be accepted.

C) Ceiling, Roof and Partitioning
The roof space, ceiling and walls shall be cleaned by constant removal of cobwebs, dirty marks, gnats and bird droppings and any bird nests. Remove litter from gully traps and down pipes ensuring no litter enters them.

D) Glass Partitions/Windows
Window glasses shall be kept clean and always washed with an appropriate detergent.

E) Stairs
The contractor shall ensure that the stairs are always clean by keeping the surface dry, cleaning the rails and walls, and keeping the walls free of marks.

F) Surroundings And Pavements
The contractor shall ensure that the surroundings and pavements are clean and free of dirt & dust.

WORK SPECIFICATION STANDARD FOR CLEANING EQUIPMENT, TOOLS AND MATERIALS TO BE UTILIZED

Products to be utilized shall be of high quality. The Housekeeper may call for test reports on the equipment, tools, or materials used if the quality is doubtful. Such costs of testing and transportation and any other related costs for this test will be borne by the contractor.

Contractor Obligation

Notwithstanding the responsibility of the Contractor to fulfil all the contract obligations, the Contractor without being limited to the following shall provide:

i) All cleaning materials, supervision, labour, cleaning equipment necessary for the performance of the Services.

ii) All daily, weekly, and monthly reports as requested by the Authority.

iii) A minimum of two (2) sets of uniforms and one (1) pair of appropriate safety shoes per year for the Contractor personnel providing services under this Contract to the Authority.

iv) Appropriate identification cards bearing the company name, the personnel passport photograph, identification number of personnel, personnel and issuance date of the company identification card.

v) Provision of transportation/transport allowance to his employees to and from the Work site within the port. The contractor shall also provide transportation within the Services work area, as and when required

vi) Safeguarding of Contractor's cleaning material stocks and well-being of cleaning equipment within the designated Contractor's work area in a safe and tidy manner, and the removal away from site of all unused cleaning materials on completion of the Services to the satisfaction of the Authority.

vii) Report all maintenance defects or breakdowns encountered during their duties to the Authority's Representative immediately.

viii) Removal and/or Replacement of personnel

a. Except as the Authority 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 key personnel, the service provider shall provide a replacement, a person of equivalent or better qualifications.

b. If the Authority finds that any of the personnel have committed serious misconduct or have been charged with having committed a criminal action, or have reasonable cause to be dissatisfied with the performance of any of the personnel, then the service provider shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.

c. The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

KPA Obligations

Without limiting the responsibility of the Contractor in any way to complete the provision of the Services, the Authority will provide/assist the following:

i) Review/Approval of Contractor's cleaning material submittals
ii) Review/Approval of Contractor's Cleaning Method Statements
iii) Review/Approval of Contractor's cleaning equipment
iv) Periodic inspection of Contractor Services
v) Prepare Key Performance Indicators and Service Level Agreement in conjunction with the contractor

Complaints

i) The Manager Administration or representative shall receive all complaints regarding housekeeping services.

ii) The Manager Administration or representative shall notify the Contractor of any complaints requiring his attention. The Contractor shall deal with such complaints in a prompt, courteous and efficient manner and the Contractor shall notify the Manager Administration or representative forthwith of how and when the complaint was resolved.

iii) Complaints received by or referred to by the Manager Administration or representative shall be investigated by the Manager Administration or representative who, in appropriate cases, can invoke the default provision.

iv) Any customer complaint received by the Authority in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied immediately from the time of receipt.

v) The successful Contractor representative in consultation with the Manager Administration or representative shall provide in writing **specific cleaning works plan** within fourteen days from commencement of duties.

vi) Cleaning work plans must always be accessible and available on site. The site work plan shall inter alia deal with the following issues: -

- ✓ The number of cleaning personnel required on site.
- ✓ KEBS certified cleaning materials to be used
- ✓ The targets to be met
- ✓ Uniform and dress standards
- ✓ General duties
- ✓ Required documentation: cleaning rosters, attendance registers duty rosters and any other necessary documentation.
- ✓ Mandatory meetings
- ✓ Time for reporting for duties

vii) Any signed cleaning work plans shall be deemed to be part of the Contract.

viii) The successful Contractor shall ensure that every staff member understands and complies with the cleaning work plans.

ix) The response time of the contractor should be immediately regarding any complaint raised.

Operations Plan

The Tenderer is required to provide an operational plan showing the following: -

a) Deployment of staff on a daily, weekly, and monthly basis captured in a detailed work plan

b) Distribution of machines and equipment to achieve intended purpose in all areas.

c) The contractor shall provide transportation to his employees to and from the work site**.**

d) Remittance of all statutory deductions from staff and prompt payment of salaries by 5th of every month.

e) The contractor shall submit quarterly statements of statutory deductions to the Manager Administration for compliance verification.

f) Engage the minimum number of staff as required.

Based on the site visit the contractor is expected to analyse deployment of personnel to execute the contract on the tasks required. For the washrooms the deployment of stewards will be a male steward and a female steward each for the respective washroom blocks.

Quality Assurance

The supervisor will be expected to inspect and verify the quality of work the whole day and maintain records. All surfaces and fittings will be expected to be clean and shiny every time. The contractor shall be expected to use any means possible to maintain and execute the contract.

Polished Or Glazed Surfaces

The shine should be maintained always. Desirable detergents should be applied to avoid damaging the floor during heavy duty or deep cleaning.

Maintenance

The successful contractor shall carry out minor repairs to fixtures and fittings. These shall be carried out immediately where practicable or by no later than the following working day. No additional payments shall be made for the provision of this service.

APPENDIX 2

Key Performance Indicators

KPI's for Cleaning Contractor	Excellent	Good	Average (Fair)	Poor	Very Poor
Cleaning Standard	The standard of clean as observed on regular inspection this month is excellent, no issues to rectify. Always the same high standard.	The standard of clean as observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard.	The standard of clean as observed on regular inspection this month is acceptable, few issues to action. Consistently to an acceptable standard.	The standard of clean as observed on regular inspection this month is below standard, numerous issues to rectify. Inconsistent, often a lot of issues to deal with.	The standard of clean as observed on regular inspection this month is very poor standard, building was noticeably unclean. Very inconsistent usually a poor standard.
Complaints	We receive compliments from public and tenants but no complaints.	Very few complaints or none, from the public or tenants.	Few complaints from the public or tenants and promptly attended to.	Some complaints from the public or tenants.	Constant complaints from public or tenants.
Customer Service	Individual cleaners go above and beyond the call of duty. High standard verified by Head (If relevant).	Cleaners are proactive in offering service. High standard verified by Head (If relevant).	Acceptable. Cleaners are polite and helpful. High standard verified by Head (If relevant).	Needs improvement cleaners polite, but not very helpful. Poor results verified by Head (Where relevant).	Poor or none. Cleaners are impolite. Poor results verified by Head (Where relevant).
Waste Management	Waste bins are spotless. Waste system is optimized; cleaners make pro-active contribution.	Waste bins are excellent; waste management is excellent.	Waste bins are acceptable, Waste management is acceptable.	Some problems in docks.	Waste bins are unacceptable; waste system is disorganized Recycling is not effective.
Safety Management System	Excellent safety management system, up with best in this trade. Includes up to date training records. Clear signs of implementati	Very good SMS includes training records. Clear signs of implementatio n.	Acceptable SMS. Documentatio n is complete and safe work practices are observed.	SMS is incomplete or needs improvement. Doubts over implementatio n.	Inadequate SMS. Definite signs of non-implementatio n. Unsafe work practices are observed.

	on.				
Stability of Supervisors & Staff	Supervisor and cleaners, with no changes. Few site staff changes.	Very good, supervisor and cleaners; changes are rare. Few site staff changes.	Shift supervisor do not change often. Site staff reasonably stable.	Too many changes to senior staff. Many changes to site staff.	Housekeeper /Shift supervisor change frequently. Many changes to site staff.
Presentation & Uniforms	All staff are well presented, in perfect uniform and equipped at all times.	All staff are well presented. Very high standard of uniforms almost all the time, few exceptions.	Occasional exceptions but promptly rectified. Overall acceptable.	Often a staff member unacceptable.	Many people often out of uniform or look untidy or not equipped.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. 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 9 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 attached to 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 thereof;

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-Clauses3.5and4;

u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

v) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 4.1 of Appendix 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

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

2. *Commencement, Completion, Modification, and Termination of Contract*

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

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

a) The proposed change(s), and a description of the difference to the existing contract requirements;

b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and

c) A description of any effect(s)of the change on performance/functionality.

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

a) accelerates the delivery period; or

b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or

c) improves the quality, efficiency, safety or sustainability of the services; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described into (a) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

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

a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

b) if the Service Provider become insolvent or bankrupt;

c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 4.1(a) of Appendix 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

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

any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon 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 incidental 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 Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

a) During the term of this Contract, any business or professional activities in Kenya

which would conflict with the activities assigned to them under this Contract;

b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active 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.**

e) 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.

3.6 **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.**

3.7 **Liquidated Damages**

3.7.1 **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.

3.7.2 **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.

3.7.3 **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.**

3.8 **Performance Security**

The Service Provider shall provide 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 days 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.

3.9 **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.

3.10 **Sustainable Procurement**

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

4. Service Provider's Personnel

4.1 **Description of Personnel**

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

4.2 **Removal and/or Replacement of Personnel**

a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service

Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses2.4 and 6.3.

6.2 Contract Price

a) The price payable is **set forth in the SCC.**

b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

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

6.3.3 **Where** the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:*(corrected tender price–tender price)/tender price X100*.

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

$$\mathbf{P_C = A_C + B_C\ Lmc / Loc + C_C\ Imc / Ioc}$$

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

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing28 days before Tender opening for labor; both in the specific currency "c".

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

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

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index

value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day Works

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

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

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

7. Quality Control

7.1 Identifying Defects

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

7.2 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 Service Provider’s Claims

8.1.1 If the Service Provider 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 Service Provider 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 Service Provider became aware, or should have become aware, of the event or circumstance.

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

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

8.1.4 The Service Provider 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 Authority's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Service Provider to keep further contemporary records. The Service Provider shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Service Provider 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 Service Provider and approved by the Project Manager, the Service Provider shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.6 This fully detailed claim shall be considered as interim;

a) The Service Provider 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 The Service Provider 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 Service Provider and approved by the Project Manager.

8.1.7 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 Service Provider, the Project Manager shall respond with approval, or with disapproval and detailed comments. The Project Manager may also request any necessary further particulars, but shall nevertheless give response to the principles of the claim within the above defined time period.

8.1.8 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 8.1.5 to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 2.5.3 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Service Provider is entitled under the Contract.

8.1.9 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 Service Provider shall only be entitled to payment for such part of the claim as he has been able to substantiate.

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

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

8.2 **Matters that may be referred to arbitration**

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

a) The appointment of a replacement Project Manager upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions

c) Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance with these Conditions.

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**

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

8.4 **Arbitration**

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 **Arbitration with proceedings**

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

a) Law Society of Kenya or

b) Chartered Institute of Arbitrators (Kenya Branch)

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

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

8.6 **Failure to Comply with Arbitrator's Decision**

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

9. 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 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

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

B. SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is *PROVISION OF HOUSEKEEPING/CLEANING SERVICES (PREFERENCE GROUPS).*
1.1(g)	The Procuring Entity is *Kenya Ports Authority*
1.1(l)	The Member in Charge is *Not Applicable*
1.1(o)	The Service Provider is _____
1.1(v)	Project Manager is *the Manager Administration*
1.4	The addresses are: For the Procuring Entity: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT** **KENYA PORTS AUTHORITY** **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **KILINDINI MOMBASA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke** For the Service Provider: Name:_____ Attention: _____ Email address_____
1.6	The Authorized Representatives are: For the Procuring Entity: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT** **KENYA PORTS AUTHORITY** **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **KILINDINI MOMBASA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke** For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is: *The contract shall be for a period of three (3) years from the date of commencement of Services.*
3.1	The Service Provider shall:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	• Use and produce the best quality, equipment materials, products, techniques and standard for provision of the service and ensure that they are fit for intended purposes. • Provide services with the care, skill and diligence required in accordance with the best practice in the cleaning of the port. • Perform the services in such a manner that the Authority and users of the port shall have available for their benefit and use of all facilities in the contract areas and that no operations of the Authority or user of the port shall be disrupted in any way. The Service Provider shall permit free and unfettered access to provide such assistance as the Authority may require to the Authority representatives or other persons authorized by the Authority for purposes of determining the standards or services or compliance with this contract to inspect or conduct a survey of the contract areas, equipment, materials, records, work method or any of the aspect to the services. The Services shall be executed and maintained strictly in accordance with the contract to the satisfaction of the Principal Administration Officer and shall comply with and adhere strictly to the Manager Adminstration (or his representative) instructions and directions. The Service Provider shall perform the services to be carried out at the port in the zones detailed in the schedule of requirements. The Service Provider shall execute and provide and maintain the services in the contract areas in accordance with the highest standards of performance and to the satisfaction of the Authority. The Service Provider shall be required to submit to the Manager Adminstration for his approved a programme showing the number and strength of personal and equipment/tools for each zone to cover daily nine-hour period in line with the guidelines for labour and tools requirements. Works shall be executed in such a way that it does not interfere with normal port operations such as flow of port users and other personnel movement and shall comply with all port regulations. The Service Provider shall make good any damage caused to any part of the port building or to the port facilities or structure in the causes of or consequent upon executing the provision of services. The Service Provider shall not do or permit contract areas and other premises of the port anything which shall be nuisance to persons occupying or using the port. In the event that the Service Provider fails to comply with the provision herein and the Authority by itself or by direction to another Service Provider or agent remedies or makes good the breach, the cost thereof shall be forthwith recoverable as a debt due from the Service Provider to the Authority. The Service Provider shall ensure the safety of all persons using the port by ensuring that appropriate signage is erected where areas are not safe for passage. The Service Provider shall provide and employ such staffs for the performance of the service who are:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	• Skilled and experienced in their respective calling to properly discharge the services. • Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of works. The Service Provider shall ensure that its employees and supervisors engaged in provision of the service are smartly attired in appropriate clothing/protective clothing and safety gear befitting port standards and shall upon being requested by the Authority in writing provide them according to specification provided by the authority. The Authority shall not be liable for any injury to the Service Provider, his servants or licenses caused in the cause of or consequential upon the performance of the service contracted herein. The Service Provider shall be responsible for the safety of the Authority's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its workers and all kinds of risks which may occasion loss and or damage. Any servant and/ or agent of the Service Provider who misconducts himself whether due to insobriety or otherwise or conducting himself in a manner prejudicial to the security and good image of the port shall be liable to instant removal from the port premises and the Authority may directly impose such condition as it may deem necessary for his readmission to the premises. The Service Provider and his staff shall at all times comply with all regulations and directives which may be issued from time to time in connection with the operation of the port by the Authority. The Service Provider shall pay its staff a monthly salary which shall comply with the Government rates for that specific region and shall deduct and remit all statutory payments (SHIF/SHA, NSSF) as required under the labor laws. The Service Provider **SHALL** avail copies of the payroll quarterly (or earlier as may be demanded) to the Project Manager (or the CIT) for verification of compliance. Any breach of these requirements by the Service Provider shall constitute grounds for termination of the Contract. Grading for performance standards attained in each month shall be made in the following manner:- • 90% and Above - Excellent • 75% to 89% - Good • Between 74% and 60% - Average • Between 59 – 51% - Poor • Below 50% - Very Poor In the event that the level of service provided is not satisfactory, the Authority shall deduct from the applicable contract price in respect of the relevant month on the following percentages:- Evaluated Performance Deduction • Below 74% 10%

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	• Below 60% (Poor) 15% • Below 50% (Very Poor) Non Payment The contractor in consultation with the Authority shall enter into a Service Level Agreement (SLA) which will be used to measure the performance of the contractor. Where the service levels will not be met then the above deductions will be effected and where the performance for two months within a particular financial year will be below 50% then termination proceedings will commence.
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Procuring Entity's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
3.6	Restrictions on the use of documents prepared by the Service Provider are: *Not Applicable*
3.7.1	NOT APPLICABLE
3.7.2	Interest on the overpayment shall not be payable
3.7.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is *10%* of the cost of having the service corrected.
3.8	Performance Security shall be for Kshs. 200,000.00 in form of performance guarantee from a bank with its operations in Kenya in the format provided in Section VIII – (Contract Forms - Form No. 1 - Performance Security – (Unconditional Demand Bank Guarantee) valid for a period of 37 months.
3.10	Sustainable Procurement
5.1	The assistance and exemptions provided to the Service Provider are: *Not applicable*
6.2(a)	The amount in Kenya Shillings _____ Any milestones/percentages on the payment terms should be incorporated here
6.3.2	The performance incentive paid to the Service Provider shall be: *Not Applicable*
6.4	*Payment shall be within 30 days after receipt of the service provider's invoice,* a copy of the payroll for the preceding month and proof of remittance of all statutory deductions for all employees. Upon compliance, the *Manager Administration* will certify the invoice for payment.
6.5	*Interest on delayed Payment-Not applicable*
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: *The Procuring Entity shall check the Service Provider's performance and notify him of any shortcomings in the performance of their service on daily basis.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Defects Liability Period is: *Not Applicable.*
8.1.10	Arbitration shall not be applicable. Where parties fail to resolve contractual claims and disputes amicably, either Party may refer the matter to a court of law with jurisdiction in Kenya.
8.2	Arbitration shall not be applicable
8.3	Arbitration shall not be applicable
8.4	Arbitration shall not be applicable
8.5	Arbitration shall not be applicable
8.6	Arbitration shall not be applicable
9	Adjudication shall not be applicable
Additional information	The contract will be managed by the Contract Implementation Team (CIT)

B. APPENDICES

Appendix A - Description of the Services

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

Appendix B - Schedule of Payments and Reporting Requirements

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

Appendix C - Breakdown of Contract Price

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

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

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

Appendix D - Services and Facilities Provided by the Procuring Entity

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]*

3. 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").

4. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

5. 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 ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scom plyingdemand 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.

6. 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.

7. 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.

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[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. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

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

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** *[insert name and Address of* Procuring Entity*]* **Date:**_____*[Insert date of issue]*

*PERFORMANCE BOND No.:*_____

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

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

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

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
   i). Complete the Contract in accordance with its terms and conditions; or
   ii). Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   iii). pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____ of_____20_____.

SIGNED ON_____on behalf of

by_____in the capacity

of In the presence of

SIGNED ON_____on behalf

of By_____in the

capacity of In the presence of

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

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

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

Date:_____*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE 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 ac companying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number__at____

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....

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[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 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.*

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

Tender Reference No.:_____

Name of the Tender Title/Description:_____

Name of Procuring Entity_____

In response to the requirement in your notification of award dated____to furnish additional information on beneficial ownership: We here by provide the following beneficial ownership information.

Details of beneficial ownership

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

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

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights, a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Email address					
	Occupation or profession					
3.						
e.t.c						

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

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

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

Name of the Tenderer: .....
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ……
Designation of the person signing the Tender: ……
Signature of the person named above: ..... ……..
Date:.....
……

Bidder Official Stamp

SAMPLE OF SERVICE LEVEL AGREEMENT
PROVISION OF HOUSEKEEPING SERVICES

Agreement Ref:	ADM/SLA/HS/01	**Version:**	1.0
Document Owner:	The Manager Administration	**Effective Date:**	
Client:	Kenya Ports Authority	**Service Provider:**	

1. Agreement Overview

This Service Level Agreement ("SLA" or "Agreement") is made between the Client and the Service Provider named above for the provision of housekeeping services (cleaning of building interiors and indoor toilets) within the designated zones, in support of environmental sustainability and general cleanliness of the Client's premises.

This SLA forms part of the main contract and does not replace existing policies, procedures or contract terms unless expressly stated. If there is a conflict, the main contract prevails. It remains valid until the contract ends or it is replaced by a revised agreement signed by both parties.

2. Purpose and Objectives

The purpose of this Agreement is to set out clear and measurable commitments so that housekeeping services are delivered consistently and to the Client's satisfaction. Its objectives are to:

- Define service ownership, accountability, roles and responsibilities.
- Describe the services and expected standards in clear and measurable terms.
- Align the expectations of both parties with actual service delivery.
- Provide a fair process for monitoring, reporting, correcting poor performance and resolving disputes.

3. Stakeholders

Role	**Party**
User Division	Administration
Contract Supervisor	The Manager Administration
Service Provider	

4. Term and Periodic Review

This Agreement takes effect on the Effective Date and runs for the term of the contract. It will be reviewed at least once every twelve months. The Document Owner coordinates the review, and any amendment must be agreed in writing by both parties and communicated to all affected. The current terms remain in force until an amendment is signed.

Next Review Date: _____

5. Scope of Services

The Service Provider shall carry out the following services within the zones specified in the contract:

- Daily sweeping, mopping and dusting of floors, stairways, corridors, offices, meeting rooms and common areas.
- Cleaning and sanitising of indoor toilets, washrooms and sinks, including the supply and refilling of consumables (toilet paper, hand soap, sanitiser, air fresheners) where included.
- Cleaning of desks, furniture, doors, handles, switches and other frequently touched surfaces.
- Cleaning of internal windows, glass partitions, mirrors and blinds.
- Emptying of waste bins and transfer of waste to the designated collection points.
- Cleaning of kitchenettes, pantries and staff lounges, where included.
- Periodic deep cleaning, including floor scrubbing and polishing, carpet and upholstery cleaning, as scheduled.
- Reporting of defects such as leaks, blocked drains, faulty lights and damaged fittings.

Any other reasonable task related to the services may be assigned by the Client's authorised representative. Where this materially changes the workload, the parties will agree any adjustment in writing.

6. Responsibilities

6.1 The Client will:

- Pay valid invoices on time, as stipulated in the contract.
- Provide access to the zones and facilities needed to carry out the work.
- Provide water, electricity and a secure storeroom for equipment and consumables.
- Inspect the services regularly and record performance scores.
- Develop reporting tools and a performance scoring system.
- Communicate emergencies, special events and special requirements promptly.

6.2 The Service Provider will:

- Deploy the required number of trained, vetted and supervised cleaners, in uniform and with identification.
- Ensure the full-service scope is met at the standards in Section 7.
- Provide all cleaning equipment, chemicals and materials, kept in good working condition and safe for indoor use.
- Provide suitable PPE for all staff.
- Keep a daily on-site attendance register.

- Comply with all applicable labour, environmental, health and safety laws, licences and permits.
- Pay staff on time at no less than the gazetted minimum wage and remit all statutory deductions.
- Protect the Client's property within the areas under its care and report any damage or loss immediately.
- Hold adequate insurance (including workmen's compensation and third-party liability) for the contract term.
- Submit monthly statutory remittance records.
- Respect the confidentiality of the Client's information and report any lost or found items promptly.

7. Service Levels

Service	**Minimum standard**	**Measure**
Floors and common areas	Swept, mopped and free of dust and spills daily; no visible dirt at inspection	Daily inspection score
Toilets and washrooms	Cleaned and sanitized at least twice daily; no odour; consumables never out of stock	Checklist; spot checks
Offices and surfaces	Desks, furniture and touch points wiped daily; no accumulated dust	Daily inspection score
Waste bins	Emptied daily or when full; liners replaced	Inspection
Windows and glass	Internal glass cleaned at least twice a week; no visible marks	Scheduled inspection
Deep cleaning	Carried out as scheduled at least once every month or as requested.	Schedule and sign-off
Request response	Ad hoc cleaning requests acknowledged within 20 minutes and completed within 2 hours	Request log
Overall performance	Average monthly score of at least 74%	Monthly performance score

8. Service Availability and Emergency Cover

- Staff deployment: 6:00 a.m. to 5:00 p.m., Monday to Friday and half day on Saturday, within applicable labour laws. Cleaning of occupied areas should minimise disruption to Client operations.
- Sundays and public holidays: Covered by the Service Provider when the need arises, such as special events, except Labour Day and Christmas Day unless otherwise agreed.
- Emergencies: Spills, flooding, blocked toilets and similar incidents are attended to promptly. The Service Provider must give the Client up to date 24-hour contacts for supervisors.

- Equipment and consumables: Readily available and in good condition, with backup arrangements for breakdowns or stock shortages.

9. Monitoring, Reporting and Remedies

- Monitoring: the Client inspects daily and scores performance against Section 7 and the parties meet to review scores, complaints and corrective actions.
- Corrective action: When a standard is missed, the Service Provider must correct it within the time the Client specifies and, for repeated failures, provide a written explanation and prevention plan.
- Service credits: If the monthly score is below the minimum, or the same failure recurs after written notice, the Client may apply a deduction of the monthly fee as provided in the main contract.

10. Health, Safety and Environment

The Service Provider will work safely and in line with the Client's HSE rules and applicable law. Staff must wear PPE, use only approved cleaning chemicals, never mix chemicals, and keep them labelled and securely stored. Wet floor signs must be displayed during and after mopping. Sharps, medical or hazardous waste must not be handled unless specifically trained and authorised. Waste must be disposed of only at designated collection points. Serious incidents and injuries must be reported to the Client immediately.

11. Assumptions, Changes, Escalation and Termination

- Changes to services, zones or standards will be agreed, documented and communicated to all stakeholders before taking effect.
- Services are provided on the assumption that the Client gives timely access to the zones and notice of special requirements.
- The Service Provider is not liable for delays beyond its reasonable control, provided it notifies the Client promptly and takes reasonable steps to limit the impact.
- Disputes are first raised with the Contract Supervisor, then escalated to the Document Owner, and finally handled under the dispute resolution clause of the main contract.
- The Client may terminate under the main contract for persistent failure to meet the service levels that is not remedied after written notice.

12. Approval

By signing below, the parties agree to all terms and conditions of this Agreement.

Party	**Name**	**Role / Designation**	**Date**	**Signature / Stamp**
Client				
Service Provider				