NAIROBI CITY COUNTY
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GREEN NAIROBI (Environment, Water, Food & Agriculture)
Office of the County Chief Officer - Environment

TENDER DOCUMENT FOR

PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB – COUNTY, NAIROBI

TENDER NO: - NCC/ENV/ONT/110/2026-2027

TENDER CLOSING/ OPENING DATE: 4th December 2026

TIME: 11.30 A.M.

NAIROBI COUNTY GOVERNMENT
P.O. BOX 30075-00100
E-mail: nairobiprocurement@gmail.com
Website: www.nairobi.go.ke

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INVITATION TO TENDER

TENDER NO. NCC/ENV/ONT/110/2026-2027 - PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB – COUNTY, NAIROBI

1. The County Government of Nairobi (CGN) hereafter referred as [the county] invites sealed tenders for **PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB – COUNTY, NAIROBI** – Nairobi **for period of twelve (12) months subject to renewal.**
2. Tendering will be conducted under open tender method using a standardized tender document. Tendering is open to citizen contractors, youth, women and persons with disability

3. A complete set of tender document may be obtained electronically from either www.tenders.go.ke. or www.nairobi.go.ke .Tender documents obtained electronically will be free of charge.

4. All Tenders must be accompanied by a **bid security from** a reputable and eligible source in any of the following forms at the Tenderer's option: ***a bank guarantee***; ***a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority*** listed by the Authority; or ***a guarantee issued by a financial institution*** approved and licensed by the Central Bank of Kenya, of **Kshs. 11,000,000.00 (Eleven Million shillings only)** valid for **120 days** from the date of tender opening**.**

5. Completed Tender Documents in plain sealed envelopes marked with the tender number and title shall be deposited in the **Tender Box** located **at the main entrance of the Directorate of Supply Chain Management** located on the **4thfloor Room 400 at Main City Hall along Muindi Mbingu Street.**

6. Completed tenders must be submitted to the address below on or before **4th December, 2026 at 11:30am. Electronic Tenders will not be permitted.** Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend.

7. **Late tenders will be rejected**

HIBRAHIM OTIENO
COUNTY CHIEF OFFICER - ENVIRONMENT

SECTION I

INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

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1. Description of works
2. Bidder's memorandum
3. Cost of bidding
4. Site visits

B. BIDDING DOCUMENT

5. Contents of Bidding Documents
6. Clarification of Bidding Document
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C. PREPARATION OF BIDS

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9. Documents Comprising the Bid
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20. Process to be Confidential
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22. Determination of Responsiveness
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F. AWARD OF CONTRACT

25. Award Criteria
26. Employers right to Accept and to Reject Any or All bids

27. Notification of Award
28. Signing of Contract Agreement
29. Performance Security

MISCELLENEOUS

30. Discounts offered and Nil or Included Rates
31. Sub-Contracting
32. Payments for the Works
33. Prevention of Corruption

A. GENERAL

1. Description of Works

The works shall include the execution of the following activities in Nairobi Central Business District (CBD) and its environs as per the attached map. The works shall include: -

1. Sweeping of roads, car parks (off street and on street), walkways and footpaths
2. Litter collection on roads, road reserves, open spaces and flower beds
3. Clearing and carting away litter in open drains
4. Cleaning and clearing gulley pots and gulley connections, and
5. Any other related works as shall be directed from time to time

Definition of terms used in the description of works

a) "Sweeping" -Is clearing litter and silt with an approved broom or brush in an approved manner

b) "Litter" -Odds and ends, bits of paper, discarded wrappings or nay specified left lying about

c) "Solid waste" - Any solid worthless material and/or a collection of litter

d) "Disposal" - Is the handing over waste to a designated and approved disposal site(s)

e) "Cleaning" - Is the removal of litter, solid waste, silt and any other obstructing and or unwanted material

f) "Carting Away" - Is carrying refuse, litter, waste material and any other unwanted material as directed in an approved manner to collection point(s)

g) "Open Drain" - Is any channel be it lined or earth constructed and maintained for purposes of taking away or directing storm water to natural water courses.

h) "Clearing"- Is cleaning to approved standards and specifications

i) "Gulley Pot" - Is a water collection chamber in the road

j) "Gulley Connection" - Is a pipe connecting gulley pot to either a closed or open drain

k) "Zone" – Operational area

l) "Head of Department" - Shall be the Chief officer or Director in charge of Solid waste Management

2. Bidders Memorandum

All bids submitted shall include the following information: -

a) Details of other contractual commitments in the format prescribed
b) The qualifications and experience of key personnel proposed for the administration and execution of the contract, both on and off site in the program prescribed.
c) Major items of construction plant and equipment owned by the bidder proposed for use in carrying out the contract in the format prescribed
d) Details of major items of construction, plant and equipment proposed to be procured by the bidder for exclusive use in carrying out the contract in the format prescribed.
e) Details of the bidder bankers including true statement of account at the time of bidding
f) Certified copy of registration certificate of company

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bids and Nairobi City County hereinafter referred to as "the Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Site Visits

4.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for him or herself at own costs and responsibility, all information that may be necessary for preparing the bid and entering into a contract.

4.2 The bidder and any of his personnel or agents will be granted permission by the employer to enter upon employers premises and lands for the purposes of such inspection, but only with the express condition that the bidder, his personnel and agents, will indemnify the Employer and his personnel and agents from and against all liability in respect of and will be responsible for personal injury (whether fatal or otherwise). Loss of or damage to property and any other loss, damage costs and expenses however caused, which but for the exercise of such permission would not have arisen

A. BIDDING DOCUMENT

5. Contents of Bidding Document

Each of the bidding documents issued for bidding purposes includes the following sections: -

Section I Instructions to bidders

Section II General Conditions of Contract

Section III Conditions of Particular Application

Section IV Standard Specifications

Section V Special Specifications

Section VI Form of Bid and Appendix to Form of Bid

Section VII Schedule of Supplementary Information

Section VIII Form of Contract Agreement

Section IX Acceptable Forms of Performance Security

Section X Bills of Quantities

Section XI Drawing

5.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

6. **Clarifications of Bidding Document**

6.1 The prospective bidder requiring any clarification of the bidding document may notify the Employer in writing or by phone or email to the employers mailing address indicated in the invitation to bid. The Employer will respond in writing any request for clarification which he receives earlier than 3 days prior to the deadline for the submission of bids. Written copies of the Employers response (including any explanation of the query but without identifying the source of the inquiry) will be sent to all prospective bidders who will have received the bidding document.

7. Amendments of Bidding Document

7.1 At any time prior to the deadline for submission of the bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendments.

7.2 The amendment will be notified in writing or email to all prospective bidders who will have received the bidding document and will be bidding upon them

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids

C. **PREPATION OF BIDS**

8. **Language and Law of Bid**

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the employer shall be written in the English Language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by an appropriate

translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

The Law applicable is that in force in Kenya

9. Documents Comprising the Bid

9.1 The bid to be prepared by the bidder shall comprise of: -

- The form of Bid and Appendix thereto,
- A bid security
- The Bills of Quantities
- Schedules, and
- Any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in the bidding document

The forms, bills of quantities and schedules provided in the bidding document shall be used without exception (subject to extensions of the schedules in the same format and to the provision of alternative forms of the bid security if so desired)

9.2 All sections in the bid document issued for purposes of bidding as described in Clause 5 shall be deemed incorporated in the bid

10. Bid Price

10.1 Unless explicitly stated otherwise in the bidding documents, the contract shall be for the whole works as described, based on the schedule of unit rates and prices submitted by the bidder.

10.2 The bidder shall fill in rates and prices for all items of works described in the Bills of **Quantities, whether quantities are stated or not. Items against which no rates or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by other rates and prices in the Bills of Quantities.**

10.3 All duties, taxes and other levies payable by the contractor under the contract, or any other cause shall be considered included in the rates and prices and total amount of Bill submitted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. Bidders are required to insert the appropriate rate of Value Added Tax (VAT) in force at the time of bidding and the Tax amount for his bid in the summary sheet. All bidders shall attach a photocopy of certificate of registration with V.A.T department.

10.4 **Prices Adjustment**

The rates and prices quoted by the bidder are subject to no adjustment during performance of the contract

11. **Bids Validity**

11.1 The bid shall remain open for acceptance for a period of two hundred and ten (210) days from the specified date of the bid closing.

11.2 In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing or mail. A bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

12. **Bid Security**

12.1 The bidder shall furnish, as part of his bid, a bid security as specified in the tender data sheet and invitation to tenderers.

12.2 The form of bid surety will be provided by approved insurance company and or a banker's cheque payable to Nairobi City County will be accepted (individual loose cheque will not be accepted). This amount is required as a Bid Surety and in the event of the Bidder failing to comply with any or all the conditions laid down in the form of bids surety, the amount of surety in respect of the bid shall be forfeited to the Nairobi City County to defray expenses incurred in soliciting these bids (including consequential damage in delay to the commencement of works).

12.3 Any bid not accompanied by an acceptable bid security will be rejected by Employer as non-responsive.

12.4 The bid securities of unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by employer.

12.5 The bid security of the successful bidder will be discharged upon the bidder executing the contract and furnishing the required performance security.

12.6. The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity; or
b) In the case of a successful bidder, if he fails to
i) Enter into the contract, or
ii) Furnish the necessary performance security.

13. **No alternative offers**

13.1. The bidder shall submit an offer which complies fully with the requirements of the bidding document.

14. **Organized Site Visit**

14.1 There will be no organized site visit. It shall be assumed for purposes of this contract that the bidder shall have visited the work sites and satisfied him or herself with the

works ahead before tendering. It shall be the responsibility of the bidder to fulfill this obligation at his own cost before tendering.

15. **Format and Signing of Bids**

15.1 The bidder shall prepare two copies of the document comprising the bid, bound with the volume containing the form of the bid clearly marked "ORIGINAL" and "COPY" appropriately. In the event of any discrepancy between them, the original shall govern.

15.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid. All pages of the bid, except for un amended printed materials, shall be initialed by the person or persons signing in bid.

15.3 The completed bid document shall without alterations, interlineation or erasures, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

D. SUBMISSION OF BIDS

16. **Sealing and Signing of Bids**

16.1 The bidder shall seal the original and each copy of the bid in an inner and outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY"

16.2 The inner and outer envelopes shall be:

a) Addressed to

COUNTY SECRETARY
P.O BOX 30075-00100
NAIROBI.

b) Bear the following identification:

PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI

TENDER NO: - NCC/ENV/ONT/110/2026-2027

The word, "DO NOT OPEN BEFORE 11.30 A.M. ON – 4th December 2026

c) The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late"

16.3. If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. Any bid opened prematurely shall be rejected by the Employer and returned to the bidder

17. **Deadline for Submission of Bids**

17.1 Bids must be received by the employer at the address specified above not later than 4th December 2026 at 11.30 A.M.

17.2 The employer may at his discretion extend the deadline for the submission of bids through the issue of an Amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the deadline shall thereafter be subject to the new deadline extended.

18. **Modification and withdrawal if bid**

18.1 The bidder may modify and withdraw his bid submission provided that written notice of modification or withdrawal is received by the Employer prior to prescribe deadline for submission of bids.

18.2 The bidder's modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of bids. A withdrawal notice may also be sent by telex or email but followed by a signed confirmation copy, postmarked not later than the deadline for the submission of the bids.

18.3. No bid may be modified subsequent to the deadline for submission of bids.

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the forfeiture if the bid security.

18.5 Subsequent to the expiration of the period of validity of bids prescribed by the Employer, a successful bidder who has not been notified by the employer of the ward of the contract may withdraw his bid without penalty

E. BID EVALUATION

19. **Bid Opening**

19.1 The employer will open bids publicly at 11.30AM on 4th December 2026 at the Directorate of Supply Chain Management, Main City Hall Nairobi 4th floor room 400 or as directed by the County Secretary. The bidder's representative present at the opening of bids shall sign a register evidencing their attendance.

19.2 The Employer will examine the bids to determine whether they are complete; whether the required bid securities have been furnished, whether the documents have been properly signed whether the bids are generally in order.

19.3 The bidder's names, total amounts of bids, bid price modifications and did withdrawals, if any, the presence of the required bid security and such other details as the Employer, at his discretion, may consider appropriate will be announced in the bid opening.

19.4 The employer shall prepare minutes of the bid opening for his own records.

20. **Process to be Confidential.**

20.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of contract is announced.

20.2 Any effort by the bidder to influence the Employer in the process of examination, clarification, classification, evaluation and comparison of bids and decision concerning award of contract may result in rejection of the bidder's bid.

21. **Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of bids the employer may ask bidders individually for clarifications of their bids including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the bids.

22. **Determination of Responsiveness.**

22.1 Prior to the detailed evaluation of bids, the employer will determine whether each bid is substantially responsive to the requirements of the sections of the bidding document.

22.2 For purposes of this Clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the price, scope , quality, completion, timing or administration of the works to be undertaken by the bidder under the contract, or which in any substantial way, is inconsistent with the bidding document, the employer rights or the bidder's obligations under the contract, and the rectifications of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids at reasonable prices.

22.3 A bid determined to be substantially non-responsive will be rejected by the employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.

22.4 The employer may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any bidder in the evaluation of bids.

23. **Correction of Errors**

23.1 Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors in computation and summation. Errors will be corrected by employer as follows:

a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern; and
b) Where there is discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

23.2 If a bidder does not accept the correction of errors as outlined above, its bid will be rejected

24. Evaluation and Comparison of Bids

24.1 The employer will evaluate and compare only those bids determined to be substantially responsive to the requirements of the bidding documents.

24.2 The evaluation of bids by the employer will take into account, in addition to the bid amounts, the following factors:

a) Arithmetical errors corrected by the employer in accordance with clause 23
b) Non-material deviations from or reservations to the bidding document that are quantifiable; and
c) Such other factors of a Technical, Financial, Contractual or Administrative nature that the Employer considers may have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

24.3 The monetary costs to the employer of quantifiable factors in the bid evaluation will future timing implications shall be assessed and discounted to present values for bid comparison purpose at the rate of 12 per cent.

24.4 Offers, deviations and other factors which are in excess of the requirements of the bidding document or otherwise result in accrual of unsolicited benefits to the employer, shall not be taken into account in bid evaluation.

24.5 Price adjustment provisions applying to the period of execution of the contract shall not be taken into account in bid evaluation.

F. Evaluation Criteria of Proposals

The Bids evaluation committee will evaluate the proposals' responsiveness to the TOR, applying the evaluation criteria:

1.1 The Procuring Entity considers the following requirements of the services and Bidder to be of primary importance in the evaluation of bids for the Collection and Disposal of solid waste. Weighting points will be allocated based on the Procuring Entity's assessment of the submissions where exact numerical assessment cannot be made. Only those requirements applicable to the bid and based on the submission will be considered.

1.2 The Procuring Entity will take into consideration when awarding the contract, the sum of the scores for each criterion. Proposals where a bidder does not meet a **minimum score of 85 %** will be rejected.
Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

i. **Personnel - 30%**
ii. **Head Office Backup - 5%**
iii. **Work Plan- 25 %**
iv. **Experience: Past performance, references and bidder capability: 15 %**
v. **Financial Capability - 25 %**

1.3 Proposals in which mandatory criteria are not met shall be automatically rejected.

1.4 The Bids evaluation committee shall evaluate the bid within 30 days from the date of opening the bid.

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 (ITT) is: **NCC/ENV/ONT/110/2026-2027** The Procuring Entity is: **NAIROBI CITY COUNTY** The name of the ITT is: **PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI** The number and identification of lots (contracts) comprising this ITT is: **None**
ITT 2.2	The Intended expiry Date is within **[twenty-four months]**
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: **None**
ITT 3.4	The firms that provided consulting services: none
	B. Contents of Tendering Document
ITT 8.1	A pre-tender conference will **be not held.** Bidders are encouraged to visit the site at their cost and time to familiarize themselves with property (s) and the extent of the services to be rendered. Such visit shall be communicated to the county in writing for guidance and should be done not later than four (4) days to tender closing date
ITT 9.1	i). The Tenderer will submit any request for clarifications in writing at the Address **nairobiprocurement@gmail.com** and the Scheme shall respond to such queries within 36 Hours of receipt of the query. ii). The Procuring Entity shall publish its response at the website: www.tenders.go.ke
	C. Preparation of Tenders
ITT 15.1	Alternative Tenders **shall not be** considered.
ITT 16.7	The prices provide by the county **shall not** be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be **210 days** after the date of tender opening
ITT 21	All Tenders must be accompanied by a **bid security from** a reputable and eligible source in any of the following forms at the Tenderer's option: ***a bank guarantee***; a ***guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority*** and listed by the Authority; or ***a guarantee issued by a financial institution approved*** and licensed by the ***Central Bank of Kenya,*** of **Kshs.11,000,000.00 (Eleven million shillings only)** valid for **120 days** from the date of tender opening**.** A Tender-Securing Declaration **shall not be** required.
ITT 22.1	**In addition to the original of the Tender**, the number of copies is**: One**

ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of **a registered Power of Attorney.**
	D. Submission and Opening of Tenders
ITT 24.1	For **Tender submission purposes** only, the Procuring Entity's address shall be as stated in the Invitation to tender:
ITT 24.1	**The deadline for Tender submission is: 4th December, 2026 at 11:30am** Tenderers **shall not** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at the location and time as stated in the invitation to tender
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by the members of the tender Opening Committee of the Procuring Entity conducting Tender opening.
	E. Evaluation and Comparison of Tenders
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings rate as at the date of tender opening as provided by the Central Bank of Kenya
ITT 34.1	Margin of preference **not allowed**.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: **Open to citizen contractors, youth, women and persons with disability**
ITT 35.2 (d)	Additional evaluation factors shall be: **none**
	F. Award of Contract
ITT 49.1	The Adjudicator proposed by the Procuring Entity is: **None**
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email nairobiprocurement@gmail.com If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

The county shall use the criteria in this Section to compare and evaluate tenders. The tender that (i) meets the qualification criteria [mandatory requirements], (ii) has been determined to be technically and (iii) financially responsive to the Tender Documents requirements shall be selected for award of contract.

i. MANDATORY REQUIREMENTS

Bidders **shall** attach **all the** required information at this stage; (**preliminary evaluation stage**)

S/NO	Subject	Criteria	Mandatory Requirements	YES/NO
1	Legal capacity	To determine bidder's capacity to enter into a contract	Submit a Copy of Certificate of incorporation/ Registration	
			Submit a copy of current CR12 [not more than 6months old prior to tender submission] and copies of directors' IDs	
			Submit a registered Power of Attorney, indicating who shall be the signatory of all documents and the contract.	
			Must fill, sign and stamp Tender's eligibility confidential business questionnaire Form	
2	Tax Compliance	Proof the bidder has fulfilled tax obligations nationally and within the county	Submit a Copy of a valid tax compliance certificate	
			Submit a Valid Single Business Permit	
			Fill, sign and stamp Litigation History Form	
			Fill, sign and stamp certificate of independent tender determination Form.	
			Fill, sign and stamp Declaration and Commitment to the code of Ethics Form.	
4	Instructions to Tenderers [ITT.21.1…]	To evaluate bidders' commitment to the tender process	The security shall be provided in any of the following forms at the Tenderer's option: ***a bank guarantee***; a ***guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority*** and listed by the Authority; or ***a guarantee issued by a financial institution approved*** and licensed by the ***Central Bank of Kenya,*** of **Kshs.11,000,000.00 (Eleven million shillings only).** valid for **120 days** from the date of tender opening**.**	
5	Tender submission	To evaluate bidder's adherence to the guidelines the bid document preparation in the check list	Original tender including all attachments MUST be submitted without any Mutilation or Alterations. The bid MUST be sequentially paginated/serialized on each page including all attachments.	
RESPONSIVENESS/ NON-RESPONSIVE				

Note: ***At this stage bidders shall either be responsive or non- responsive. Non- responsive bidders will be disqualified from the process and shall NOT proceed to the next stage of evaluation.***

STAGE 2: TECHNICAL REQUIREMENTS

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
1.	**PERSONNEL (30)**				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience.		**Requirements**		
	Previous experience	5	Years of experience • Same projects (i.e., cleaning and picking of litters)	More than 5 years 5 – 3 years 2 – 1 years None	5 2 1 0
	General Manager/ Field Manager/ Technical Manager/ Logistics Manager for collection Services & logistics	4	Ordinary Diploma in Environmental studies or managerial services from Kenya Polytechnic or Approved Equivalent; years of experience (certified copies of certificate by commissioner of oath)	More than 5 years 5-4 years 3-1 years Less than 1 year	4 2 1 0
	Accountant	4	KCSE or O Level or Approved Equivalent with CPA I (certified copies of certificate by commissioner of oath)	More than 5 years 5-4 years 3-1 years Less than 1 year	4 2 1 0

	Supervisors **Experience of supervisors.**	5	Years of experience • Same projects (i.e., cleaning and picking litters)	More than 5 years 5-4 years 3-1 years Less than 1 year	5 3 1 0
	Drivers **Experience of drivers.**	4	Valid driving licence and minimum of 3-year experience	5-4 years 3-1 years Less than 1 year	4 2 0
	Support Staff **i.e., Secretaries, Receptionist, Tea girl Messengers etc.**	3	N/A	Staff profile No staff profile	3 0
	Labourers	5	N/A	Staff profile No staff profile	5 0
2.	**HEAD OFFICE BACKUP (5)**				
	Evidence of physical address of the Head Office **Clause IV.1, Section IV Special Conditions of Contract**	2	Attach copies of title, lease or rental agreement (certified copies of certificate by commissioner of oath) See Schedule 5	Yes No	2 0
	Establishment of a complaint and public liaison office **Clause IV.9**	2	Name, title and contacts of a person in charge of the office	Yes No	2 0

		1	Organisational chart of the office	Yes No	1 0
3.	**WORK PLAN (25)**				
	Comprehensive, Cleaning and picking of litters Plan				
	Allocation plan of, cleaning and picking of litters within CBD Zone.	**5**	Suitability of numbers and type of vehicles and other equipment and crews proposed depending on the area.	V good Good Fair Poor	5 3 2 0
	Appropriateness of the route**. Clause IV.14**	4	Appropriateness of the route (distance, traffic and time taken)	Good Fair Poor	4 2 0
	Management and monitoring of cleaning and picking of litters plan (monitoring tools, schedules, plans and reporting formats)	4	Appropriateness of management and monitoring plans depending on areas to be covered	V. good Good Satisfactory Poor	4 2 1 0
	Action Plan from the Signing of the Contract to the Commencement of the Contract.				
	What kind of actions will be needed	4	Description of what kind of actions will be needed	Good Satisfactory Poor	4 2 0
	When these actions will be made	4	Description of when these actions will be made	Good Satisfactory Poor	4 2 0

	Time frame of the action plans	4	Chart of the time frame	Good Satisfactory Poor	4 1 0
4.	**EXPERIENCE (15)**				
	Experience that the firm has been providing cleaning and picking of litters services or as other contracts **Schedule 7**	9	Number of letters of reference from county government or any other local authority or client(original)	More than 3 letters 3 – 1 Nil	9 5 0
	Letters of award	3	Number of letters of award completion certificate from county government or any other local authority or client (copies)	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments	3	Copies of contract agreements	Yes No	**3** 1
5.	**FINANCIAL CAPACITY (25)**				
		25	The contractor should have audited accounts for the last 2 years (2024 & 2025) (certified by commissioner of oath) Company Turnover 20 million and above 15million to 19.9 million 10million to 14.9 million 5million to 9.9 million		 15 10 5 3

			1million to 4.9 million The Contractor should provide bank statement for the last 12 months		1 10
	TOTAL SCORE (1+2+3+4+5)	**100**			

QUALIFICATION FOR AWARD

- *Bidder(s) shall be required to acquire **85 marks to be considered for financial evaluation.***

AWARD OF CONTRACT

25 **Award Criteria**

25.1 Subject to Clause 31, the employer will award the contract to the bidder whose bid has been determined to be substantially responsive and has offered the lowest evaluated bid, provided further that the bidder has the capability and resources to carry out the works effectively and efficiently.

26. Employer's Rights to **accept** any Bid and to **reject** any or all Bids.

26.1 Notwithstanding clause 30, the employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders of the grounds for the employer's action.

27. **Notification of Award**

27.1 Prior to the expiration of the period of bid validity prescribed by the employer, the employer will notify the successful bidder by writing or email confirmed in writing by registered letter that its bid has been accepted.

27.2 The notification of award will constitute the formation of the contract.

27.3 Upon the furnishing by the successful bidder of a performance security, the employer will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

28. **Signing of Contract Agreement.**

28.1 At the time of notifying the successful bidder that his bid has been accepted, the employer will send the bidder Forms of Contract Agreement provided in the bidding document incorporating all agreements between the parties.

28.2. Within 30 days upon receipt of the Form of Contract Agreement the successful bidder shall sign the Form of Contract Agreement and return it to the employer.

29. **Performance Security.**

29.1 Within 14 days upon receipt of notification of Award from the employer, the successful bidder shall furnish the employer with Performance Security in the form of a Performance Bond provided by approved insurance company or Bank Guarantee at the bidder's option in accordance with the Conditions of Contract. The

form of Performance Security provided in the bidding documents may be used or some other form acceptable to the Employer.

29.2 Failure of the successful bidder to lodge the required Performance Security will lead to the annulment of award and forfeiture of the bid security in which event the Employer may make the award to the next lowest evaluated bidder or call for new bids.

H. MISCELLENEOUS.

30. **Discounts offered and nil or included rates.**

30.1 The bidder's attention is drawn to the appendix to the instructions to bidders and the bidders are reminded that no "nil" or "included" rates or "lump sum" discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

31. **Sub – Contracting.**

Bidders are referred to Clause 4 of Conditions of Contract. If the bidder wishes to sublet any portion of the work under any heading they must give details of the Sub – Contractor he intends to employ for each portion. Failure to comply with this requirement may invalidate the bid. If no portion of the works is to be sublet the bidder shall state accordingly.

This information shall be contained in the bidder's questionnaire attached in the schedules of supplementary information.

33. Working in Different Zones

i. The contractor can work in a different area outside the contracted area **(CBD Zone) upon written request by the sector authorized officer** only after satisfactory service provision in their contracted area.

34. **Prevention of Corruption**

The County reserves the right to cancel this Contract and to recover from the contractor the amount or any loss resulting from such cancellation: -

a) If the contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or having done or forborne to do any action in relation to the obtaining or execution of the contract with the council, or for showing or for bearing to show favor to any person in relation to the contract or any other contract with the County, or
b) If the like acts have been done by any person employed by such Contractor or acting on his behalf (with or without the knowledge of the Contractor) , or

c) If in relation to any contract with the County the Contractor or any person employed by him or acts on his behalf shall have committed an offence under the Prevention of Corruption Act.

APPENDIX

TO THE CONDITIONS OF CONTRACT

AND

INSTRUCTIONS TO BIDDERS

TO ALL CONTRACTORS

BID QUALIFICATION.

I write to inform you that it has been the practice of many contractors to give Conditions of Bid not set forth by the Client in the bid documents.

In many circumstances these Conditions have been very ambiguous and therefore very difficult to assess their implications.

In future no contractor will be allowed to include conditions of his own. The conditions set forth in the contract documents will be strictly adhered to.

Any contractor who fails to comply with the above will be disqualified

Signed: ……

Date: ……..

(For and on Behalf of the Contractor)

SECTION II

GENERAL CONDITIONS OF CONTRACT

The conditions of contract shall be "Conditions of Contract (International) for works of Civil Engineering Construction" Fourth Edition 1987 as approved by Federation International Des Ingenious Counsels (FIDIC) together with the "Conditions of Particular Application" stipulated in this document.

A copy of the said conditions is available for inspection at the offices of the Head of the Department in charge of Solid Waste Management, Nairobi City County, City Hall

SECTION III

CONDITIONS OF PARTICULAR APPLICATION

The conditions of particular application listed hereinafter shall substitute for or supplement the appropriate clauses in part 1 of the conditions of contract and where reference is made to specific clauses or sub clauses reference must also be made to these clauses in part 1. Where contradictions exist between the two conditions, conditions of particular Application shall prevail.

NOTE: - Wherever the word "Engineer" appears in both the general conditions of Contract and the Conditions of Particular Application, it should be replaced by, "Head of the Department in charge of Solid Waste Management"

Clause 10 Performance Bond

The performance Bond acceptable to the Employer must be issued by and/or a recognized financial Institution and shall be in a sum equal to ten percent (10%) of the contract sum. The contractor should note that he may make a cash deposit in lieu of the bond, if he so decides. The performance Bond must be submitted within 14 days upon receipt of the letter of offer.

Clause 14 Programme

The detailed Programme of the works (if so desired) to be undertaken shall be supplied within 14 days of the date of acceptance of the Bid.

Clause 21 Insurance of works

An insurance cover note shall be required before commencement of the works. Insurance shall be through local insurance companies. Additional insurance will be required for some special circumstances. The construction plant, equipment, vehicles, tools and other things brought on the site shall be insured by the contractor for the full value plus ten percent (10%) to cover professional and administrative costs.

Clause 23 Third party insurance

The amount stated in the appendix shall be the minimum for any one accident, the no. of accidents during the contract period, being unlimited. In addition to any statutory obligations, the contractor shall report to the Head of the Department in charge of Solid Waste Management all accidents within 24 hours of their occurrence, whether such accidents are in respect of damage to the works or persons, property or things. If required by the Head of the Department in charge of Solid Waste Management, the reports shall be in writing and shall contain full details of the occurrence. The Head of the Department in charge of Solid Waste Management shall have the right to make all and any other enquiries either on the site or all works and contractor shall give him/her full facilities for carrying out such enquiries.

Clause 26 Compliance with Statutes, Regulations

Delete the sentence "The Employer will repay in respect of such fees" and insert "any associated fees shall be deemed to be included in the contractor's Bids".

Clause 34 (1) Employment of Labor

(a) The contractor shall comply with all the laws governing importation and employment of expatriate labour and shall be responsible for obtaining work permits and other official authority.
(b) The contractor shall pay rates, wages and observe working hours and conditions of labour not less favorable than those established for the trade or industry in the area where the work is carried out by machinery of negotiation or arbitration to which the parties are organizations of employers and trade unions to representative respectively of substantial proportions of employees and works engaged in the trade or industry in the district.
(c) The Contractor shall recognize the freedom of his employees to be members of trade unions.
(d) The contractor shall maintain records in English of the time worked by and wages paid to employees adequate to show that he/she is complying with the requirements of this clause.
(e) The Procuring Entity shall together with the contractor keep records of attendance for easy of processing employees' salaries/ wages.
(f) Notwithstanding any clauses contained herein, the contractor shall comply with all the labour laws in Kenya including all amendments that the labour commission may prescribe.

Clause 36 (5) Quality of Materials, Plant and Workmanship

Where the specifications or the Head of the Department in charge of Solid Waste Management requires goods or materials of a particular brand, goods or materials of other brands which are equal or equivalent may be used subject to the approval of the Head of the Department in charge of Solid Waste Management which shall not be unreasonably withheld.

Clause 46 (3) Bonus for Early Completion

This clause will not apply.

Clause 48 Certification of completion of work

A certificate –of substantial completion shall be issued when the entire works is duly completed.

Clause 52(3) Variations exceeding 20%

If the net effect of all variations (other than those arising of any clause relating to the variations of price of labor and/ or materials, tools and equipment) shall be found on completion of whole works to result in a reduction of or an addition greater twenty percent (20%) of the sum named in the Bid or if any one item in the bills of Quantities representing not in itself less than 10% the said sum shall vary by more than 25%,the amount of the contract may be amended by such sum as in the opinion of the Head of the Department in charge of Solid Waste Management is reasonable and proper regard being given to all materials, equipment, tools and relevant factors including the contractors non-costs and overheads. For the purposes of this sub clause, any unexpected portion of any provisional sum or item or contingency sum shall not be taken into account in determining whether or not the percentage named in this sub clause has been exceeded.

Clause 60 Certificate and payment

(a) Payments
Bidders are advised that payments for the works shall be affected within Ninety (90) days after the certification by the Head of the Department in charge of Solid Waste Management. Each certificate shall be certified by the Head of the Department in charge of Solid Waste Management to become due.

(b) Retention money
The final release of all retention money shall become due and paid to the contractor 90 days after the issue of completion certificate, notwithstanding that at such time there may be outstanding claims by the contractor against the employer.

(c) Withholding of Certificate
Head of the Department in charge of Solid Waste Management may by any certificate make correction or modification in any previous certificate and shall have power to withhold any certificate if the works or any part of thereof has not been carried out to his satisfaction

Clause 67Appointment of arbitrator

For the purpose of this contract, arbitration shall be agreed upon by the two parties and any arbitration shall be deemed to be within the meaning of arbitration Act.

Clause 68 Notices
Any notice to be given to the Employer under the terms of this contract shall be served by sending the same by registered post or leaving the same at the office of:-

The Head of the Department in charge of Solid Waste Management,
Nairobi City County
Box 30075,
Nairobi.

Clause 70 Change in cost and Legislation
This clause SHALL NOT APPLY.

SECTION IV

STANDARD SPECIFICATIONS

The contract will be administered in accordance with "The Standard Specification and under the Directions of the Head of the Department in charge of Solid Waste Management-City County of Nairobi" as stipulated in this document and /or as directed from time to time.

SECTION V

SPECIAL SPECIFICATIONS

PART 1 GENERAL

1. SPECIFICATIONS

These special specifications are supplementary to the standard Specifications and the two must read in conjunction. In any case where there appears to be conflict between the two, then special Specifications will take precedence.

2. LOCATION AND EXTENT OF THE WORKS

The Works are located in the Central Business District (CBD) of Nairobi City and its environs as per the attached map and shall include;

a) Street and open space sweeping within CBD. The areas include, roads, car parks (off street and on street), walkways and footpaths,
b) Litter collections on roads, road reserves, open spaces and flower beds and emptying of all litter bins within CBD,
c) Transfer of all street and open spaces sweeping waste and collections from litter bins to designated collection points as provided by the Director,
d) Collection of waste from other non-designated points within CBD,
e) Collection of waste from City market, Wakulima, Retail and Muthurwa markets as directed by the Head of the Department in charge of Solid Waste Management,
f) Collection of waste from any other areas as may be directed by the Head of the Department in charge of Solid Waste Management,

g) Any other related works as shall be directed from time to time.

The works specified under this contract shall include all general and ancillary works and work of any nature that is deemed necessary for the due and satisfactory execution, maintenance and sustainability. Emphasis is stressed on keeping the environment in this area clean to the highest standards possible always.

3. FIRST AID AND WELFARE

The contractor shall provide, equip and maintain adequate first aid stations throughout the works all in accordance with the laws of Kenya. The Contractor shall allow in his prices and be responsible for the cost of all site welfare arrangements.

4. ORDER OF EXECUTION OF WORK

The contractor shall carry out the works such that a continuous and consecutive output is achieved throughout the contract period.

5. PROGRAMME FOR EXECUTION OF THE WORKS

The contractor shall supply the programme of works required to the Head of the Department in charge of Solid Waste Management within 14 days upon receipt of the Directors order to commence work. The programme shall be coordinated with climatic and other conditions to provide for the execution of works in the order and by the time specified.
The contractor shall carry out the contract in accordance with the programme agreed with Head of the Department in charge of Solid Waste Management, but he shall no manner be relieved by the Directors approval of the programme, of his obligations to execute the works in the prescribed order and progress and make such amendments to his rate of execution of the works as may be necessary to fulfill his obligations.

6. LIAISON WITH GOVERNMENT AND POLICE OFFICIALS

The contractor shall keep in close touch with police and other Government officials of the area regarding their requirements in the control of traffic or other matters, and shall provide all assistance of facilities which may be required by such officials in the execution of their duties.

7. SITE VISIT

The contractor’s attention is drawn to his obligation with regard to inspection and examination of the Site as detailed in Clause 11 of the General conditions Contract.

However, contrary to paragraph 1 of clause 11, the Employer shall not make available to the contractor data on hydrological and subsurface conditions and the contractor is advised to undertake this at his own expense. The Employer shall not be liable for inadequate prior investigations of this nature by the contractor.

8. LAND ALL CAMP SITES AND FOR THE CONTRACTORS OWN PURPOSE INCLUDING TEMPORARY WORKS

All requirements on land for temporary purposes shall be to the approval of the Directors of Environment. However, it is emphasized that the contractor shall use any depot of the client where necessary. On or before completion of the contract, the contractor shall remove all temporary works and reasonable and practicable. No separate payment will be made to the contractor on account of these items and contractor must make due allowance for them in his rates.

9. TRIAL SECTIONS

The contractor shall allow in his rates for executing the works in trial sections where applicable.

10. COMPLIANCE WITH SPECIFICATION

All tools, plant, equipment, vehicles, personnel and workmanship in and connected with the execution of the works shall be to the best of their respective kinds without regard to any trade terms and the contractor shall comply in these and all other respects with the execution of the contract in proper and workmanship like manner and in strict accordance with the social, professional and health standards under the guidance and instructions of the Head of the Department in charge of Solid Waste Management.

11. TIME FOR COMPLETION OF WORKS

The time of execution of the contract shall be twenty four (24) calendar months from issuance of commencement order. However, there will be provision of extension depending on the prevailing circumstances.

12. PERIOD OF MAINTENANCE

The contractor shall maintain the environment in the area of operation to the highest social, professional and health standards possible throughout the contract period.

13. STORAGE OF MATERIALS

All materials, goods, tools, equipment and vehicles shall be stored in a manner approved by the Head of the Department in charge of Solid Waste Management and the contractor shall carefully protect from the weather all work and materials which may be affected thereby.

14. NOTICE OF OPERATIONS

All operations shall be carried out with the consent of the Head of the Department in charge of Solid Waste Management.

15. COMPLIANCE WITH LAWS AND BY- LAWS

The contractor shall comply with all the laws of Kenya and those of the County in respect of building temporary camps, sanitation, labor, etc.

16. WORKING HOURS

At the commencement of the contract, the contractor shall submit in writing to the Head of the Department in charge of Solid Waste Management the hours which shall be considered

normal working hours together with the day of the week which is to be set aside for rest. When approved these shall be maintained throughout the continuance of the contract.

Notwithstanding the above, the contractor is reminded that the woks shall be executed continuously (24 hours a day 12 calendar months) throughout the contract period and that it is the responsibility of the contractor to organize his shifts accordingly. The contractor shall submit to the Head of the Department in charge of Solid Waste Management his working shifts before commencement of the works for the Director to organize his supervisory personnel.

17. TRANSPORT OF WORKMEN

The contractor shall include in his rates all prices, all transport of staff and workmen to and from the various parts of and upon or in connection with the works, costs incurred in securing, recruiting and transporting labour to site.

18. RECEIPTED ACCOUNTS

The contractor may be instructed by the Head of the Department in charge of Solid Waste Management to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision on personnel and claims or the Head of the Department in charge of Solid Waste Management may direct the contractor to purchase or pay for the above. The contractor shall, on provision of receipts, be paid on a prime cost basis plus a percentage for overheads and profit. Reimbursement for the above shall be affected under the contingencies or any other item in the Bills of Quantity as advised by the Director.

19. STOCKPILE AND SPOIL AREAS

Notwithstanding any indications to the contrary, the Head of the Department in charge of Solid Waste Management will not make available to the contractor any land for stockpiles and spoil areas. The contractor will be entirely responsible for locating and identifying the same.

No additional payment will be made to the contractor to cover costs arising from the requirements of this clause and the contractor must include these costs in the rates inserted into the Bills of Quantities.

20. TRAFFIC CONTROL AND DEVIATIONS

The contractor shall provide to the satisfaction of the Head of the Department in charge of Solid Waste Management adequate signs, temporary restriction signs, advance warning sign barriers, temporary restriction signs, advance warning sign barriers, temporary bumps and other devise and personnel if necessary equipped with two- way radios to ensure the safe passage and as much as possible unrestricted passage of post and maintain to the satisfaction of the Director all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to adequacy of his bid for these works and no additional payments will be made to the contractor for any expenditure on traffic control or the provision of deviation. The Employer shall not be liable for inadequate prior investigations of this nature by the contractor.

21. EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the contract to the respective standards and code in accordance with which plant ,equipment or materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply ,unless otherwise expressly set forth in the contract.

Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality that the standards and codes specified will be accepted subject to the Head of Department prior review and written approval. Differences between the standards specified and the proposed authoritative standards must be fully described in writing by the contractor and submitted to the Director at least 40 days prior to when the contractor desires the Director's approval.

In the event the Head of Department determines that such proposed deviations do not ensure equal or higher quality, the contractor shall comply with the standards set forth in the document.

22. MONITORING AND SUPERVISION

For purposes of Monitoring and supervision of the works, a supervisor appointed by the Head of the Department in charge of Solid Waste Management shall be at all collection, disposal site, on the way to disposal site and work sites. The said supervisor shall be responsible for measurement, monitoring and guiding on each day's output and performance standards.

23. PROVISION OF VEHHICLE FOR THE USE OF THE DIRECTOR AND HIS STAFF

The contractor shall not provide any vehicle.

24. DEFINITION OF TERMS

In this Document the following terms have the meanings set for and assigned to them namely:

a) "The County" means the City County of Nairobi and any officers of the County empowered to act on the County's behalf.
b) The "County Secretary" means the County Secretary for the time being to the county.
c) The "Tenderer" means the firm or person who has offered to conduct street and other open spaces sweeping and cleansing, collect litter and empty litter bins, collect waste from designated and non-designated areas, transport and dispose at the designated final disposal site.
d) The "Contractor" means the firm or person whose tender has been accepted by the County and includes contractor's personnel, representatives, successors and assignees.

e) The "Work" means the whole to be undertaken in accordance with the contract.
f) "Commencement Date" means the date referred to in the contract or agreement in writing between the parties as the date from which the contractor commences to execute the works.
g) "Commissioning Period" means the period of not more than two weeks prior to the commencement date during which time the contractor shall provide the necessary premises, vehicles, and equipment as set out in the contract and during which period the default provisions in clause 20 shall not apply.
h) "Conditions" means these conditions, any supplementary conditions, and any notifications thereto.
i) "The Contract" means the Binding Agreement and includes any Agreement in writing entered into between the contractor and city council.
j) The "Central Business District" means the area designated as shown on the map.
k) "Authorized Supervising Officer" means the Head of the Department in charge of Solid Waste Management of the County or his successor or his Representative as may be appointed by him either in a general capacity or specifically to oversee and supervise the completion of the works.
l) "Programme" means any programme or programmes of work submitted by the contractor in accordance with the requirements of the contract.
m) A reference to an act of parliament or any order, Regulations, Statutory instrument or any other delegated legislation shall include a reference to any amendment or re-enactment of the same.
n) "Week" means Seven (7) consecutive days starting on Sunday and ending on the following Saturday and "month" means a calendar month.
o) "Review Dates" means the whole of the work to be executed under the contract including any goods or materials to be supplied by the contractor in accordance with the contract.
p) "Services" means the whole of the work to be executed under the contract including any goods or materials to be supplied by the contractor in accordance with the contracts.
q) "Waste Disposal Charge" means the firm or body carrying out the function of waste disposal and to whom the contract has been directed to deliver the refuse collected under the contract.
r) "Waste Disposal Contractor" means the firm or body carrying out the function of waste disposal and to whom the contract has been directed to deliver the refuse collected under the contract.
s) The clause heading shall not be construed as part of these conditions.
t) The proper law of the contract shall be the Nairobi City County.

25. VARIATIONS OF CONTRACT

a) Without Prejudice to any other of the conditions thereof no omission from addition to or variation of the contract shall be valid or of any effect unless it is agreed in writing and signed by the authorized representative of the contract.

b) Save for an omission, additions or variation agreed pursuant paragraph (a) where there is any inconsistency between these conditions and any provision in any other document or oral agreement these conditions shall prevail.

26. THE AUTHORISED SUPERVISING OFFICER

The functions, rights and powers conferred by this contract upon the county shall be exercised by the authorized supervising officer. The contractor shall in no circumstances question the existence or extent of the authority of any person authorized by the Authorized Supervising Officer to act on his behalf.

27. CONTRACT PERIOD

This contract shall extend for the period of 24 calendar months from commencement date as specified in the contract and shall not be terminable by either party within that period save in accordance with clause 1.48 hereof.

28. CONTRACTORS OBLIGATIONS

a) During the contract period the contractor shall execute the works (any modifications thereof authorized under the conditions) in a manner consistent with the contract and to the satisfaction of the authorized supervising officer.

b) The contractor shall at all times execute the works in accordance with programme (and any modification thereof) agreed with the Nairobi City County as required in the contract.

c) The contractor or his designate shall pay Waste Disposal charge to the Nairobi City County as per the approved rates in respect of all waste delivered to the final disposal site.

d) The contractor shall at all times during the contract period allow such persons as may be nominated from time to time by the Authorized Supervising Officer, access for the purpose of (i) inspecting works being carried out pursuant to this contract (ii) inspecting records and documents in the possession of the contractor in connection with the carrying out of such work and (iii) inspecting materials, stores and spare parts in order to ensure that they comply with manufacturers specifications.

29. MODIFICATION

The authorized supervising officer shall be entitled to issue the Contractor instructions in writing requiring the contractor to do all or any of the following

a) To omit and cease to execute any part of the works for such period as the Authorized Supervising Officer may determine.
b) To execute the works or any part, thereof, in such manner as the Authorized Supervising Officer may require
c) To execute such additional works outside the scope of this document as the Authorized Supervising Officer may require provided that such additional works shall be the same as or similar to the works under the contract and shall be paid for by the County in accordance with the Bills of Quantities.

d) To revise the program and the contractor shall execute the works in accordance with the revised programme.

30. AMENDMENT OF CONTRACT

Should Nairobi City County at any time after the commencement date wish to alter, vary or change the method of work specified in the Specification it may issue a written notice to the contractor to negotiate such alteration. Variation, change or terms to be agreed with the contractor and any such alteration, variation or change agreed to in writing by the Contractor shall be drawn up by the County as an amendment to the contract and signed by both parties to the contract.

31. COPY CERTIFICATE

A copy of the valuation, including amendments, which Supervising Officer has used to prepare the Certificate of Payment shall sent to the Contractor

32. ASSIGNMENT

The contractor shall in no circumstance assign, sub-let or purport to assign or sun-let any part of this contract to any person whatsoever PROVIDED that the Authorized Supervising Officer may approve such an assignment occurring as a result of any internal re-organization of a contractor only.

33. PREMISES

a) The contractor shall at all times during the contract period provide and maintain such premises as are necessary for the proper execution of the works.
b) The contractor shall reimburse the County for the cost of repairing any damage arising from any negligence willful or criminal act on the part of the contractor or any person for whom it is responsible or any consequential costs arising from any negligent, willful or criminal act.
c) The contractor shall at all times permit the Authorized Supervising Officer access to all premises occupied for purposes of this contract.
d) The County may lease to the contractor any equipment at a rent upon conditions to be agreed upon.

34. VEHICLES PLANTS AND MACHINERY

a) The contractor shall at all times during the Contract Period provide and maintain all such vehicles, plant, machinery and equipment (hereinafter together referred to as “Plant”) and are necessary for the proper execution of the works and in particular shall provide before the end of the Commissioning period the plant listed Specification.
b) The contractor shall at all times be fully responsible for licensing fees, taxes and insurances required in connection with or arising out of the possession of all or part of any of the employer’s premises for purposes of execution of the works.

c) The contractor shall at his own expense put and keep plant used in the execution of the works at all times in good serviceable repair and in such condition as is commensurate with the proper execution of the works. It is the contractor's responsibility under the terms and conditions of the contract to ensure compliance with all statutory requirements relating to vehicles and plant.
d) The contractor shall at all times permit the Authorized Supervising Officer access to all plant employed for purposes of the contract. The Authorized Supervising Officer shall be entitled to serve upon the contractor Notice in writing requiring the contractor to put an item of plant into such condition as is required under paragraph (c) above and the contractor shall forthwith upon receipt of such notice use his best endeavors cause all necessary works to be carried out to comply with such notice.
e) The contractor shall cause all plant bear such words, devices or initials as the Authorized Supervising Officer may approve and in addition shall cause all new plant to be painted in such colors as the Authorized Supervising Officer may approve. No plant shall bear any advertising matter of any sort without prior written consent of Authorized Supervising Officer.
f) The contractor shall give to the Authorized Supervising Officer full details of all new plant acquired or hired by him in connection with this contract and in relation to hired plant full details to the agreement for hire.
g) The contractor shall ensure that he has adequate level of reserve vehicles available to him at all times as lack of suitable vehicles will not be considered as a reason for non-performance of the requirements of the contract.
h) Nairobi City County shall hire to the contractor the plant listed in the special specifications using the Contractor's Day works rates as set out in the Bills of Quantities.

35. VEHICLE OPERATION

The contractor shall ensure that: -

a) Drivers and operators of the plant are licensed and responsible for the operation and use of the plant. Furthermore, they should be in uniforms as advised by the Head of the Department in charge of Solid Waste Management
b) Drivers drive safely and correctly at all times in accordance with statutory regulations and instructions of the contractor. Speed limits are to be observed and reversing should only take place under guidance.

c) Drivers are trained and thoroughly competent in the safe use of the plant, paying particular attention to the tipping at waste disposal sites which shall be as directed by the waste disposal contractor
d) The routes to be taken by the plant for all purposes required in connection with the execution of the works are clearly defined and approved by Authorized Supervising Officer.
e) Plant operations are carried out in a reasonable and workmanlike manner without causing obstruction or annoyance to the public.
f) The plant is cleaned internally and externally and maintained in such condition and manner so as to present a professional and pleasant image to the public.

36. MACHINE OPERATIONS

a) This is not a mandatory requirement for this Contract.
b) The scheduling of the machine operations will be at the discretion of the Head of the Department responsible for solid waste management.
c) Machine operations will be executed as and when necessary in the any Zone as required by the Head of the Department in charge of Solid Waste Management.

37. STAFF

a) The contractor shall at all times during the contract period employ sufficient persons with appropriate qualifications, abilities, and skills for the satisfactory execution of the works
b) The contractor shall at all time during the contract period employ sufficient persons with appropriate qualifications, abilities and skills to supervise the execution of works in a proper and continuous manner. The contractor is expected also to provide an organization structure for the execution of the works. Besides, the contractor shall supply the Authorized Supervising Officer with a list of the staff he proposes to employ and include on it the qualifications of each person.
c) The contractor shall notify the Authorized Supervising Officer of the name, address and telephone number of the person who will be in charge of the contract at the local level.
d) The contractor shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by him.
e) The contractor's minimum qualification of the person in charge of the daily operations and execution of the works shall be **Higher National Diploma in Solid Waste Management.**

38. UNIFORMS AND IDENTIFICATIONS

a) The contractor shall ensure that all persons employed for purposes of execution of the works shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall have been approved by the Authorized Supervising Officer
b) Representatives of the contractor shall carry out at all times identity cards in form approved by the Authorized Supervising Officer and make such cards

available for inspection on request by any officer of Nairobi City County who similarly discloses his identity or by a member of the general public

39. AGENCY

a) The contractor is not and shall in circumstance hold himself out as being an employee or agent of Nairobi City County save as expressly authorized in the contract

b) The contractor is not and shall in no circumstances hold himself out as being authorized to enter into any contract on behalf of Nairobi City County or in any other way to bind Nairobi County to the performance, variation, release or discharge of any obligation save as expressly authorized in the contract.

c) The contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any law or regulation of any kind.

d) The employees of the contractor shall not hold themselves out to be and shall not be held out by the contractor as being employees or agents of Nairobi City County save expressly authorized in the contract.

40. LIABILITY OF CONTRACTOR AND INDEMNITY

The contractor shall indemnify and keep indemnified Nairobi City County against injury to or death of any persons, or loss of or damage to any property, which may arise out of the act of default or negligence of the contractor, his employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the contractor shall not be liable for, nor be required to indemnify the county against, any compensation or damages for or in respect of injuries loss or damage resulting from any act default or negligence on the part of Nairobi City County its employees or agents not being the Contractor or employed by the Contractor.

41. INSURANCE

a) The contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters, approved by the County as shall fully insure and indemnify the Contractor against the liability:-
   - Nairobi City County and to any employee of the County
   - The employees of the contractor
   - To any other person

b) The contractor shall prior to the commencement date and thereafter annually, and at such other times as the Authorized Supervising Officer may require, supply the Authorized Supervising Officer with copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with paragraph (a) above.

c) The Authorized Supervising Officer shall be entitled to notify the Contractor in writing that in the opinion of Authorized Supervising Officer any such policy of insurance does not affect sufficient cover to comply with the conditions and to require the contractor to effect such insurance as will so comply. Upon receipt of such notice, the contractor shall effect such insurance or the Authorized Supervising Officer may himself cause such insurance to be effected whereupon the contractor shall pay to the County as liquidated damages such sum as the Authorized Supervising Officer shall certify as being the cost to Nairobi City County of effecting such insurance.

42. DEFAULT IN PERFORMANCE

At any time after the commencement date,

a) The Authorized Supervising Officer may investigate each case where he has received a complaint in writing that the contractor has failed to execute the works in accordance with the provisions of the Contract. Any complaint not made in writing shall be put in writing by the Authorized Supervising Officer and signed by the complainant. Any complaint to be valid must be made within seven days for the alleged default. A copy therefore shall be sent to the contractor within seven days to its receipt by the Authorized Supervising Officer of signature by the complaint in unjustified or if he considers the complaint to be justified and within seven days does not reach agreement with the Authorized Supervising Officer as to how to solve the complaint the complaint shall immediately be referred to a panel of three persons on appointment by the Authorized Supervising Officer one by the contractor and one by the office of the Minister responsible for County Governments who shall seek information as they see fit in order to decide upon the validity of the complaint and the resolution thereof and whose decision shall be final.
b) Where the Authorized Supervising Officer is satisfied or following the procedure in Clause 20 (a) it is determined that in any particular case the contractor has failed to execute the works in accordance with the provisions of the contract, the contractor shall remedy the failure in order to comply fully therewith within such reasonable period as the Authorized Supervising Officer may determine
c) If the contractor fails to comply with the instructions of the Authorized Supervising Officer issued under (b) above the Authorized Supervising Officer shall be entitled to record in writing a Notice of Default(hereinafter called “a Default Notice”) which shall be sent to the contractor

43. WORKS IN DEFAULT

If by reason of any accident or failure or other event occurring to or in connection with any premises or plant of any part thereof either during the execution of the works or taking any remedial measures or other work or repair shall in the opinion of the Authorized Supervising Officer be urgently necessary and the contractor is unable or unwilling at once to do such work or repair as the Authorized Supervising Officer may consider necessary, Nairobi City County may do the work itself or arrange for it to be

done and if the work or repair so done is work which in the opinion of the Authorized Supervising Officer the contractor was liable to do at his own expense under the contract all costs and charges be paid by the contractor to Nairobi City County or be deducted from the contract when the payment become due to the contractor provided always that the Authorized Supervising Officer shall as soon as after the occurrence of any such emergency notify the contractor thereof in writing.

44. TERMINATION

a) Nairobi City County shall be entitled forthwith upon the happening of any of the following events terminate this Contract :-

(1) The events referred to in Clause 1.46 hereof concerning defaults in performance
(2) Substantial breach by the contractor of any fundamental provision of the contract.
(3) Failure by the contractor to provide the plant mentioned in Clause 1.40 (a), and listed in the specification within the commissioning period.
(4) The contractor having failed to perform a substantial part of the works for a period of one week.
(5) The contractor having a receiver or a receiver manager appointed or being subject of a resolution or order for winding up provided that an amalgamation or reorganization of a limited company shall be deemed not to be breach of this condition if agreed by the Authorized Supervising Officer.

b) Upon such termination in addition to such consequences as are set out in the other provisions of the Contract:-

(i) The contractor shall forthwith cease to execute any works

(ii) The contractor shall fully and promptly indemnify the city council in respect of the cost of such works as would have been executed by the contractor during the remainder of the contract period to the extent that such cost exceeds such sums as would have been lawfully payable to the contractor for performing such works by any other persons (whether the said person are city county employees or not) as the city county shall in its discretion think fit.

(iii)The City County shall be under no obligation to make any further payment to the contractor and shall be entitled to retain any payment which shall have fallen due to the contractor before termination until the contractor has paid in full the County any sums due under this contract or to deduct from the contractor to the county under the contract.

45. NOTICES

(a) No notice to be served upon the city county shall be valid or effective unless it is sent by pre-paid register or recorded delivery post or delivered by hand to Nairobi

City County it's principal office or to such other addresses as the Authorized Supervising Officer may notify the contractor in writing.

(b) Any notice to be served upon the contractor shall be valid and effective if it is sent by pre paid recorded delivery post or delivered by hand to the Managing Director and his Signature or that of his representative obtained acknowledging receipt of the same.

46. ARBITRATION

(a) All disputes between the parties arising out of or connected with the contract or the execution of the works by the contractor shall be referred to an Arbitrator to be agreed upon by the interested parties or in default of such agreement to be nominated by the High Court of Kenya such reference to be one month after service of notice by either party requiring such a reference.

(a)The Arbitrator shall be entitled to make such decisions or reward as he thinks just and equitable having regard to circumstances existing. The cost of such arbitration to the follow event or in the event of neither party succeeding to be apportioned between the parties by the arbitrator in such proportions as he in his absolute discretion think fit.

(c) Any reward or decision of such Arbitrator shall be final and binding to the parties hereto.

47. OBSERVANCE OF STATUTORY REQUIREMENTS

The contractor shall comply with statutory and other provisions to be observed and executed in connection with the works provided under the contract and shall indemnify the city county accordingly.

48. RIGHTS AND DUTIES RESERVED

For the avoidance of doubt nothing herein contained or implied shall prejudice or affects the County's rights, powers, duties and obligations in the excise of its functions for the enforcement or pursuant to any enactment by-law regulation or order for the time being in force.

49. LEGAL FEES

Each shall bear their own legal and other fees in relation to the preparation and submission of the tender documents and any other formal contract document arising there from.

50. PROVISION OF STATISTICAL INFORMATION

The contractor in conjunction with the authorized Supervising Officer shall provide in writing any statistical information which the City County may require from time to time.

51. COPYRIGHT

Copyright in the Contract Conditions plan drawing and specification shall remain with the County government and the contract may make any such copies and use it as it may fit.

52. SEVERANCE

If any provisions in the contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or affect any other provision all of which shall remain in full force and effect.

NOTICE TO BIDDERS

PERFORMANCE AND QUALITY STANDARDS

The contractor is expected to adhere to the following quality policy always: -

- Prompt attention to enquiries.
- Provision of services which meet the expectations of the customers.
- Deployment of appropriately skilled and experienced staff to provide management and technical expertise needed to satisfy the customers' needs.
- Adherence to procedures and monitoring mechanisms which ensure efficient and timely execution of services.
- Adherence and compliances with professional procedures, techniques and standards.
- Regular audits, monitoring and reviews of the quality standards, monitoring and reviews of the quality standards

1. **STREET AND OTHER OPEN SPACES SWEEPING, LITTER COLLECTION AND EMPTYING OF LITTER BINS**

This is part of the contract so that the contractor is responsible for the complete cleanliness and upkeep of the health standards of the area.

Litter collection will be carried out throughout the collection area but this will not include the collection of sand off the roads except in the areas where the roads are hard surfaced up to continuous buildings on either side of the road. Emptying of litter bins will be done within the CBD area and not at any time should there be an overflowing litter bin.

2. **SERVICE STANDARDS**

Standards will be set for the quality of works and services provided by the contractor. Cleanliness to the highest standards possible should be achieved under the contract especially and in particular in sweeping, litter collection and emptying of litter bins as well as for the transfer and delivery of solid waste to the final disposal site in Dandora.

3. **MONITORING SYSTEMS**

Nairobi City County through the Head of the Department in charge of Solid Waste Management will retain the responsibility for monitoring and controlling the quality of the work which is carried out under this contract.

4. DATA COLLECTION AND PROCESSING

Data collection service will be set up which will accurately record all the data required for future costing and control of the works. The data collection and processing will be under the control of the City County and available to the contractor if he so requires. However, in cases where the contractor collects waste from commercial/retail or institutions within CBD, such information will be collected by the contractor, compiled and delivered to the Head of the Department in charge of Solid Waste Management on the last day of every month.

The contractor in conjunction with the authorized supervising officer shall provide the following collection data; -

(a) Working hours for workers.
(b) The number of trips and tonnage collected each day by each vehicle.
(c) The total tonnage of waste collected each day.
(d) Details of each load arriving at the disposal site including truck number, weight in tonnage and vehicle capacity
(e) The area from which collection was done.
(f) Wages and salaries paid.
(g) Overhead costs.
(h) Capital investments.
(i) Break downs and accidents.

The weigh bridge records at the disposal site will be used as the standard for waste disposed and only when out of order, would average typical vehicle weight be used. This will have to be computed by the Authorized Supervising Officer.

5. HOSPITAL AND INDUSTRIAL WASTE

Prior to the commencement of the works in hospital, clinics and industrial areas with the contract area, a study should be carried out to identify all the hazardous wastes and other "special" wastes which are generated in these areas.

No such wastes shall be collected shall be collected and delivered to the waste Disposal site without the prior approval of the Authorized Supervising Officer.

SOLID WASTE GENERATED IN THE CENTRAL BUSINESS DISTRICT – NAIROBI CITY COUNTY

The Central Business District has an estimated static population of about 100,000 people. It is also estimated that during the day the population reaches about 900,000 people. These people generate an average of 0.25kg/capital/day. This is because most of them are on transit and hence their generation is about is about half of the accepted figure.

This would give an estimate of 225 metric tons. The markets produce about 70 metric tons. This ultimately gives a total figure of approximately 295 metric tons. Analysis of vehicle beats in the Central Business District has shown that an ideal situation could be maintained by the following vehicles and equipment: -

(a) Bulk Container Vehicles,
(b) Bin Vehicles,
(c) Side Loaders, and
(d) Ordinary Tipper
(e) Backhoe
(f) Wheelbarrows
(g) Bins
(h) Liner bags (for litterbins)

Note: - Besides any other vehicle the bidder may find desirable for this work, it is expected that such vehicles and equipment will also include number and assembly of the above vehicles and equipment which shall be used in the execution of this work.

CATEGORIES OF THE WASTE IN CENTRAL BUSINESS DISTRICT

Paper and cellulose material	=	8.22%
Plastic and Rubber material	=	3.74%
Aggregate material: Glass/Stones	=	2.63%
Metallic material	=	1.18%
Clinical Wastes	=	2.5%
Vegetable material	=	80.01%
Non-classified fine material	=	1.92%
Toxic material (electric bottle, etc.)	=	0.05%
		100%

NAIROBI CITY COUNTY GOVERNMENT

TERMS OF REFERENCE

Provision of complementary manual cleaning services within the CBD area and specifically approved adjoining locations

Scope safeguard: no duplication of, or interference with, existing NCCG waste collection, transportation and disposal contracts.

Purpose and procurement Rationale

1.1 NCCG seeks measurable improvements in public-surface cleanliness through manual sweeping, litter picking, servicing of specifically listed public litter bins, and limited surface-drain cleaning. Only documented residual requirements not already assigned to an existing provider or covered by an approved County deployment may be purchased under this TOR.

1.2 Before tender issue, NCCG shall compare each proposed task, asset, road segment, shift and frequency against executed waste-service contracts, amendments, schedules, exclusivity provisions, existing sweeping arrangements, drainage/market contracts and County staff deployment. A provider's non-performance does not make its existing obligation an uncontracted gap. NCCG shall first use the applicable enforcement and lawful remedial processes.

1.3 Procurement, Legal and the responsible contract administrators shall validate the comparison; the Accounting Officer or duly authorised officer shall approve the residual scope and funding before issue. Unresolved overlaps shall be excluded from the advertised scope until lawfully resolved.

1.4 The source TOR estimates a static population of 100,000, daytime population of 900,000, generation of 0.25 kg per capita per day, 225 metric tonnes plus 70 metric tonnes from markets, totalling approximately 295 metric tonnes. These are unverified background estimates, not guaranteed quantities, cleaning outputs, pricing bases or evidence of an additional procurement need; NCCG shall validate their date, coverage and possible double counting before any other use.

1.5 In this TOR, the Cleaning Contractor is the supplier appointed for the approved residual cleaning outputs. The Existing Waste Provider is the entity lawfully responsible under a separate NCCG arrangement for collection, loading where applicable, transportation and disposal. NCCG remains responsible for administering that separate arrangement.

Service boundaries and exclusions

2.1 Every service must appear in the approved Service Schedule with a unique asset or segment ID. A location name, ward reference, general instruction or cleanliness complaint alone does not authorise work or payment. Applicable boundaries are the measured, mapped limits in that schedule, not the provisional location lists in Annex A.

Included only where certified as a residual gap

2.2 Manual sweeping and litter picking: clean listed public footways, kerb edges, lanes, pedestrian areas, car parks and market circulation surfaces; gather ordinary non-hazardous cleaning residues; segregate, bag and place them in the designated on-site receptacle. Market inclusion does not authorise collection of stallholders', traders' or commercial premises' waste.

2.3 Public litter bins: service only individually identified bins, replace approved liners and wipe accessible surfaces. Removal of the liner and placement in the designated adjacent or same-site receptacle is the limit of this obligation. Skip lifting, communal-bin evacuation, household, institutional and commercial waste collection are excluded.

2.4 Limited surface drainage: remove loose litter and accessible superficial sediment from specifically measured open kerb channels, without entering drains, lifting covers, excavation, breaking surfaces or changing drainage geometry. NCCG shall inspect and specify each segment's safe method, extent and measurement before tender issue. No unspecified or unlimited desilting is included.

2.5 Residue handling is limited to the cleaning task's immediate worksite and pre-approved on-site receptacle. No inter-site transfer, road haulage or movement to a remote holding area is authorised. NCCG shall verify any regulatory requirements for the proposed handling method before commencement; the label "cleaning" does not create an exemption.

Express exclusions

2.6 Excluded: truck loading or unloading; skip or container lifting; bulk-waste evacuation; collection rounds; haulage; transfer-station or disposal-site operation; tipping fees; treatment; disposal; and sale or diversion of recovered materials. These costs shall not be included in cleaning rates, reimbursables or provisional sums. Truck loading in the source TOR is expressly removed.

2.7 Also excluded: mechanised sweeping; deep desilting; culverts, sewers and enclosed drains; flood-response works; infrastructure repairs; demolition debris; historical dumps and bulk accumulations; hazardous, biomedical, chemical or faecal waste; carcasses; liquid waste; and other specialist tasks. Discoveries shall be isolated where safe and reported for separate lawful action.

2.8 Neither this TOR nor an instruction under it amends, novates, terminates or reduces another contract, grants waste-service exclusivity or authorises interference with another provider's staff, vehicles, assets, access, customers, routes or payment rights. Any change to another contract requires its own lawful process.

Mobilisation and waste-service interface

3.1 Before any service starts, NCCG and the Cleaning Contractor shall conduct a joint baseline survey recording mapped limits, measured quantities, bin condition, drainage condition, inherited waste, pre-existing damage and photographs. Historic accumulations and unsafe areas shall be separately identified; they shall not be silently absorbed into routine cleaning rates.

3.2 Within seven calendar days of award notification, the successful tenderer shall submit its mobilisation plan for review. No physical service shall start before contract signature, required approvals and securities, safety clearance, completion of the baseline and a written commencement notice. The commencement date, duration, mobilisation period and working hours shall be stated in the tender and contract.

3.3 NCCG shall issue an Interface Schedule identifying each on-site receptacle or handover point, its lawful status, capacity, segregated waste streams, access, responsible waste provider, collection window, contacts and missed-collection escalation. No cleaning route shall commence without sufficient approved containment and a confirmed downstream service arrangement.

3.4 The Cleaning Contractor shall keep organic, recyclable and general waste separately contained, using clearly labelled receptacles and the applicable national colour coding. Hazardous or suspect material shall not be mixed into these streams. NCCG shall validate the handling arrangement against the Waste Management Regulations, including regulation 7 and the Second Schedule [L3].

3.5 At each cleaning cycle, record the service ID, date and time, originating segment/bin, waste stream, bag or container count, receptacle ID and cleaning supervisor. These counts demonstrate containment and interface management only; they are not payable waste tonnage or a substitute for the transport records required of the waste provider.

3.6 The Cleaning Contractor's ordinary residue-handling duty ends on compliant placement in the scheduled on-site receptacle and recording of that placement. Liability for its own negligent handling, spillage, unlawful dumping or breach remains. The Existing Waste Provider's collection and transport duties remain governed by its separate contract; this TOR imposes no new obligation on that non-party.

3.7 If a receptacle is unavailable or nearing capacity, notify NCCG immediately and no later than 30 minutes after discovery. Protect the area and prevent scattering using approved on-site containment. NCCG shall coordinate the existing provider or activate a separate lawful contingency. No open heaps, overflowing bags, burning, discharge to drains, unauthorised transport or self-help truck loading is permitted.

3.8 Missed collection is not a cleaning default where compliant placement and timely escalation are evidenced. The Contractor shall continue unaffected duties and record blocked work. NCCG shall determine any time or payment adjustment under the signed contract; neither automatic extra payment nor automatic deduction arises from another provider's failure.

Service standards and measurable outputs

4.1 The following are proposed minimum contract standards. NCCG shall confirm that the mapped quantities, labour, receptacle capacity and collection windows can support them before tender issue. Higher frequencies shall be expressly priced in the Service Schedule, not imposed after award as unpriced obligations.

Frequency and coverage

4.2 Each scheduled surface shall receive at least one complete cleaning cycle on every scheduled service day. High-footfall routes shall have at least two cycles per service day where identified and priced. The schedule shall state the days, exact time windows and any patrol duties; there is no implied 24-hour or seven-day service unless expressly scheduled.

4.3 Listed litter bins shall be checked during each scheduled cycle and serviced before contents exceed three-quarters capacity. NCCG shall specify additional checks needed to meet this threshold. The Contractor shall immediately report full downstream receptacles under clause 3.7 rather than move or abandon waste elsewhere.

4.4 Listed open-drain segments shall be inspected each service day and surface-cleaned at least weekly, with the exact days and any approved pre-rain additional cycles stated and priced in the schedule. Blockages beyond the safe surface-cleaning method shall be reported, not excavated or forced downstream.

Acceptance at completion

4.5 Inspect every completed work unit immediately after its cycle. Acceptance requires: full coverage of the measured area; no visible loose litter, accumulated sweepings or bagged waste outside the approved receptacle; no displaced waste in drains or neighbouring areas; and no avoidable damage, dust nuisance or blocked pedestrian access caused by the cleaning activity.

4.6 A serviced bin shall have an intact liner where specified, a clean accessible rim and exterior, and no service-generated spillage. A surface-cleaned drain shall have no loose litter or accessible superficial deposit remaining within the defined extent; visible structural obstructions and deeper deposits shall be recorded and referred. Wet weather alone does not require workers to enter unsafe water or drains.

4.7 Photograph fixed, agreed inspection points before and after each cycle and any defect. Use time-stamped, location-linked records. Later re-littering is not proof of an earlier failure where timely acceptance evidence exists, but the next scheduled cycle and any expressly priced patrol obligation remain due.

4.8 Acknowledge a service complaint within one working hour during scheduled operating hours. Rectify an attributable failed cleaning unit within two operating hours of notice, or before the next scheduled cycle, whichever is earlier. If safe rectification is impossible, protect the area and obtain NCCG’s documented alternative instruction; an exception requires reasons and evidence.

Personnel, equipment and public safety

5.1 The Contractor shall provide an accountable contract manager, a competent supervisor for each operating shift, and sufficient trained cleaners and relief staff to deliver all scheduled outputs. Tenderers shall submit a route-and-shift staffing plan with workload calculations, supervision arrangements and absence cover. NCCG shall evaluate this against the disclosed requirements, not arbitrary undisclosed headcounts.

5.2 The Contractor shall provide and maintain suitable brooms, litter pickers, shovels, dustpans, labelled segregated bags, liners, approved same-site handling equipment, barriers, warning signs, communication equipment and PPE. No waste-haulage truck, compactor or loading crew is required or payable under this TOR. Powered or specialist equipment outside the scope shall not be introduced without a lawful scope review.

5.3 Before deployment, submit task-specific risk assessments and safe-work methods covering traffic, manual handling, sharps, biological exposure, dust, heat, rain, working hours and interaction with traders and pedestrians. Provide induction, refresher training, first aid, high-visibility clothing, protective footwear and suitable gloves; additional protection shall follow the risk assessment.

5.4 No confined-space entry, drain entry, lifting of covers, unsafe carriageway occupation, work in floodwater or unprotected exposure to moving traffic is permitted. Secure any required traffic-management approval before work. Maintain safe pedestrian passage and emergency access; suspend only the affected unsafe task and promptly notify NCCG.

5.5 On encountering needles, chemicals, asbestos, faecal waste or other suspect material, stop the affected task, prevent access where safe and alert NCCG immediately. Ordinary cleaners shall not manually sort or bag such material. NCCG shall arrange an authorised specialist response through the appropriate separate mechanism.

5.6 The Contractor shall comply with applicable employment, wage, occupational safety, work-injury and social-security requirements. It shall remain responsible for its workers, subcontractors, lawful wages and statutory obligations. No child labour, forced labour, harassment, unauthorised user charges or solicitation of payments from traders or the public is permitted.

5.7 The tender’s Special Conditions shall state evidence and limits for applicable work-injury/employer and public-liability insurance, performance security where required, and any task-specific permits. NCCG shall fill these requirements before tender issue. Transport or disposal licences shall not be used to expand this cleaning-only scope; any licence legally required for the actual authorised activity must nevertheless be obtained.

5.8 Report serious incidents to NCCG immediately, preserve evidence and make statutory notifications within the applicable periods. The contract shall provide fault-based responsibility for injury and property damage, insurance and claims procedures, rather than treating the Contractor as liable for all pre-existing defects or unrelated acts of another provider.

Inspection, pricing and payment controls

6.1 NCCG shall appoint its authorised contract administrator and the applicable inspection-and-acceptance personnel. The Contractor's supervisor shall submit daily completion records; NCCG shall inspect completed cycles and make documented spot checks. Acceptance and payment shall follow the signed contract and the statutory inspection framework [L1, section 48; L2, regulation 35].

6.2 A payable work unit is a uniquely identified asset/segment, task and scheduled cycle, measured once. Surface sweeping shall use measured square metres per cycle; kerb sweeping or surface-drain cleaning shall use measured linear metres per cycle with the applicable width or extent specified; bin servicing shall use identified bins per service. A surface shall not be paid both by area and by length for the same task and cycle.

6.3 The Price Schedule shall state quantities, cycles, unit rates, period totals and tax treatment for the whole contract term. Rates shall include all cleaning labour, supervision, tools, PPE, liners, approved on-site containment and handling, records, overheads and profit. Common costs shall be allocated once. No separate payment shall arise merely from worker attendance, deployment of equipment, bag counts or estimated tonnes.

6.4 Record each unit as accepted on time, rectified and accepted, rejected, not performed, or excusably prevented. Re-cleaning attributable defects is at the Contractor's cost and is not a second payable cycle. Rejected or unperformed units shall not be certified unless the contract expressly provides a lawful, evidenced adjustment for an excusable event.

6.5 Monthly gross value equals the sum of accepted payable quantities multiplied by the tendered unit rates. Calculate the net certificate after applicable contractual adjustments, taxes, retentions and lawful deductions. Do not deduct the price of a rejected unit twice. Any separate delay damages must have a disclosed trigger, formula and cap, and shall not duplicate recovery for the same loss.

6.6 Each monthly claim shall include the Service Schedule reference, daily completed-unit register, photographs, inspection/acceptance certificates, residue-placement records, complaints and rectification log, exception decisions and invoice. NCCG shall cross-check the same asset, task and period against other contractor certificates and County deployments before certifying payment. Disputed items shall be identified separately from undisputed accepted services.

6.7 False claims, duplicate billing, fabricated photographs or unauthorised substitution shall be investigated with notice and an opportunity to respond, without prejudice to immediate safety protection and lawful recovery or reporting. NCCG shall preserve an auditable decision trail. Payment is conditional on satisfactory contractual performance and an accurately submitted invoice [L2, regulation 139].

6.8 The tender and Special Conditions shall state the payment period, claim-review period, deduction process and dispute procedure. No acceptance shall arise solely from silence or another provider's signature; the authorised NCCG acceptance process remains necessary.

Contract administration and legal alignment

7.1 Only officers named in the contract may issue instructions within their delegated authority. Oral requests, political requests, emergency labels or informal coordination meetings do not authorise new services or increased payment. An authorised safety stop may take immediate effect; its scope and reasons shall be recorded promptly.

7.2 Any proposed change to locations, quantities, shifts, tasks, price or duration requires an updated non-duplication check, available funding and approval under the signed contract and applicable procurement law before implementation. Use the applicable statutory review and approval process; do not use this TOR to change another contract or bypass the requirements for a separate procurement [L1, section 139; L2, regulation 132].

7.3 The tender's Contract Agreement, General and Special Conditions, this TOR, completed schedules, Price Schedule and lawful clarifications shall form a coherent contract with an express order of precedence. NCCG Legal shall resolve contradictions before tender issue. No interpretation shall permit unauthorised waste collection, haulage, loading, disposal or double payment.

7.4 The Special Conditions shall define notices, default and cure periods, proportionate remedies, suspension, termination, transition, governing Kenyan law and dispute resolution. Repeat failures shall be escalated through that process. Emergency replacement, if needed, shall be procured and administered lawfully; it is not automatically added to this cleaning scope.

7.5 Maintain daily supervision, weekly joint operational reviews and a monthly quality audit. Review complaints, missed cycles, interface delays, safety incidents and duplicate-service risks. Keep complete records for the statutory and contractual retention periods; protect personal data, limit public identification in photographs and make records available for authorised audit.

7.6 On expiry or termination, reconcile accepted work, unresolved defects and residue records; return NCCG property and records; and leave assigned sites safe. Coordinate transition without obstructing existing providers. Final payment and release of securities shall follow the contract, not an assumed entitlement under this TOR.

Legal references used in this revision

[L1] Public Procurement and Asset Disposal Act, 2015: sections 48, 60, 135 and 139 on inspection, requirements, contract formation and variations. Kenya Law consolidated text: https://new.kenyalaw.org/akn/ke/act/2015/33/eng@2022-12-31

[L2] Public Procurement and Asset Disposal Regulations, 2020: regulations 35, 132 and 139 on acceptance, variation review and payment. Kenya Law: https://new.kenyalaw.org/akn/ke/act/ln/2020/69/eng@2022-12-31

[L3] Environmental Management and Co-ordination (Waste Management) Regulations, Legal Notice 178 of 2024, as amended: regulation 7 and Second Schedule govern segregation;

regulations 8, 9 and 12 govern transport licensing, transport duties and limited exemptions. Kenya Law latest available text: https://new.kenyalaw.org/akn/ke/act/ln/2024/178

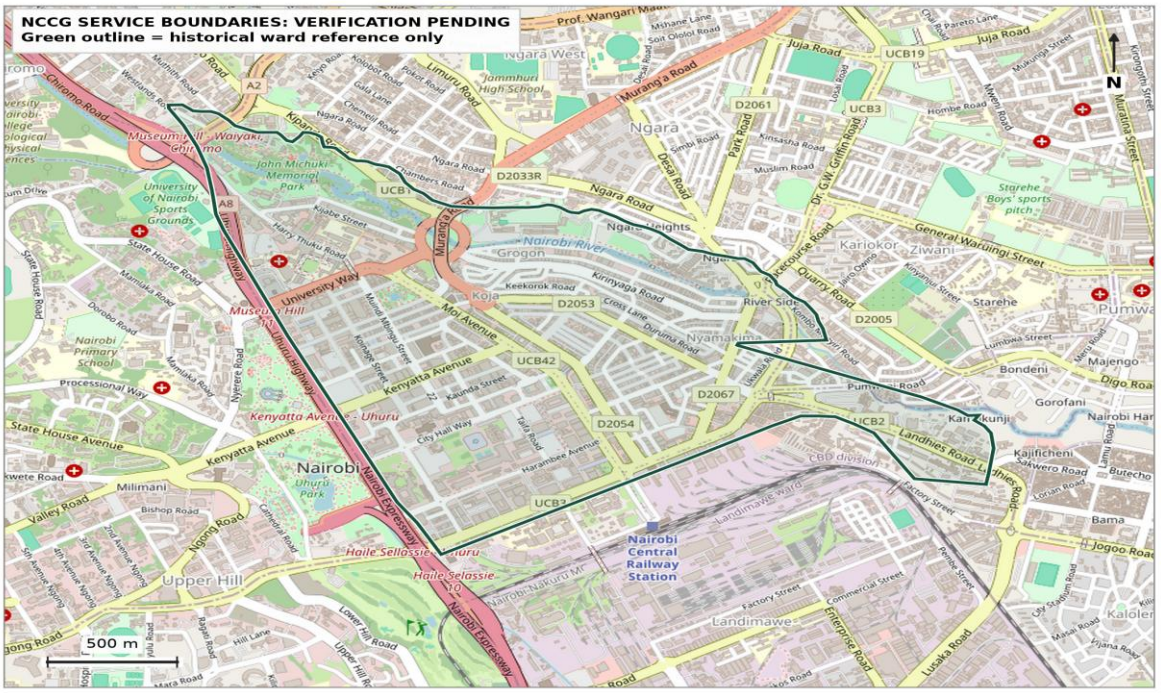
NCCG Legal and Procurement shall check the versions and any subsequent amendments, applicable orders and tender requirements before issue.

Annex A. Source location inventory

This inventory preserves all location identifiers and road/place entries from the source TOR for reconciliation. It is not an approved ward boundary, measured service schedule or authority to clean an entire named road. Some places may extend outside the CBD and several corridors repeat across locations. NCCG shall verify jurisdiction, spelling, endpoints, road sides, lengths, widths and overlaps before assigning a single payable asset/segment ID to each task and cycle.

CBD street and ward-reference map

Nairobi CBD and adjoining locations: the green outline shows Nairobi Central ward (code 1439), not an approved cleaning-contract boundary. The street basemap provides context for reconciling the source inventory with mapped, measured service segments.



Location 5a (Zone 5)

New Pumwani Road, Machakos country bus stop, Landhies road, Market, Muthurua market, Kamukunji lane, Ring Road Pumwani, Racecourse Road, Ukwala estate Kamukunji lane, Ring Road pumwani, Racecourse Road, Ukwala road, Yatta road, Gwassi road, Rendille lane, Elwak, O.T.C area.

Location 5b (Part Of Zone 3)

Haile-sellasie Avenue, Wakulima market area, Exchange lane, Racecourse road, tembo road and lane, Uyoma Street, Kenya bus station car park, Mfangano Street, Hakati road, Ronald Ngala.

Location 6 (Zone 2 And 3)

Mfangano lane, Tom Mboya street, Moi Avenue, Halle-Sellasie avenue, Tumbo avenue, Harambee avenue, Aghakan walk, Gichamu car park, Country hall lane, Red-Cross lane, Uhuru highway, Workshop road, Ngaira, Railway station road, Pate bay road, Halle -Sellasie lane, parliament road and lane.

Location 7 (Zone 1)

River road, River lane, Racecourse road, Kirinyaga and go-down, Accra road, Voi road and lane, Cross road, lane, Duruma road, Kumasi road, Price road, Ambala road and Cresent, Mwimbi road and lane.

Location 8 (Zone 1 And 3)

River road, Tom Mboya street, Latema road, Timboroa road, Lagos road and lane, Five station lane, Kirinyaga Go-down, Ngenda lane, Kilome road, Ngomeni road and lane, Jainsala road, Keekrok road, Ngariama road, Ndumberi road, Voi road and lane, Duruma road and lane, Cross road and lane, Accra road, Sabatia lane, Magadi lane, Sotik Lane.

Reconciliation rule: repeated names are retained here solely as source information. The final Service Schedule must split genuinely different sections by mapped endpoints or merge duplicates; it must never create two payments for the same task, surface and cycle.

Annex A. Source location inventory (continued)

Location 9 (Zone 3)

River road, Accra road, Latema road, Tom Mboya street, Moi lane, Ambassadeur area, Short street, bank street, Ronald Ngala street, Dubois road and lane, Taveta road and lane, Timboroa road, Tsavo road and lane, Munyu road, Siafu lane, Gaberone road and lane, Kamae road and lane, Sheik Kharume road and lane, Tiriki lane.

Location 10 (Zone 1, 3 And 4)

Moi avenue and lane, Mondi lane, Tom Mboya street, River road, Nyakach lane, Muranga road, Ngenda lane, Slip road, Kijabe street and go-down, Harry Thuku road, University way, Uhuru highway, University Cresent.

Location 11 (Zone 4)

Moi avenue, University way, Uhuru highway, Kenyatta avenue, Loita street, Utalii street, Monrovia street and lane, Moktar daddah street and lane, Koinange street, Muindi Mbingu street, Jani lane, Biashara street, Market street, Banda street, Play house lane, Jamia lane, Soko lane, Njugu lane, Tubman road, Kimathi street and lane, Kigali road.

Location 12 (Zone 2 And 4)

Kenyatta avenue, Uhuru highway, Harambee avenue, Moi avenue, Kimathi street and lane, Standard street, Kaunda street, Mama Ngina street, Wabera street, parliament road/Taifa road, Simba street, Aghakan walk, Central car park, Nkuruma road and lane, General Kago street.

FORM OF BID

CONTRACT: PROVISION OF CLEANING SERVICES WITHIN THE CENTRALBUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI

TENDER NO: - NCC/ENV/ONT/110/2026-2027

NAIROBI CITY COUNTY

The County Secretary,
Nairobi City County,
P. O. BOX 30075-00100
NAIROBI

Madam/Sir,

1. Having examined and understood the conditions of contract, Standard Specifications, Special Specifications, Bills of Quantities and the Bid Document in totality for the execution of the above- named works, we the undersigned, offer to execute complete and maintain the whole of the said in conditions of contract , specifications and bills of quantities in conformity with the Quality Standards for the sum of Kenya shillings
   ……
   ……..(in words)
   ……
   …… (in figures) as may be ascertained in accordance with the said conditions.
2. We undertake, if our bid is accepted, to commence works within fourteen days upon a receipt of the Director's order to commence, to execute and maintain the whole of the works to the highest social, professional and health standards possible as stipulated in the contract for a period of **Twenty-Four Calendar months, calculated from the last day of the aforesaid period in which the works are to be commenced.**
3. If our bid is accepted we will, if required, obtain the guarantee of a bank (to be approved by you) to jointly and severally bound with us in a sum of one million Kenya Shillings for the due performance of the contract under the terms of a bond to be approved by you.
4. We agree to abide by this bid for the period of ninety days from the date fixed receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
5. Unless and until a formal agreement is prepared and executed, this bid, together with your written acceptance therefore, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive nor are you bound to give reasons for your decision.

7. We are fully equipped with equipment, vehicles, plant and personnel and competent in the type of work included in this bid and we have adequate financial resources to carry the works described. We are in position to fulfill the said contract.

Dated……...Day of……2026.

……

(Signature of Bidder)

……

(Name and address of bidder)

……

(Signature of witness)

……

(Name and address of witness)

FORM OF WRITTEN POWER OF ATTONEY

The bidder shall state here below the name(s) and address of his representatives who is/are authorized to receive correspondences in connection with the bid.

……
……

(Name of bidders' representatives in block letters)

……
……
……
……
……..

(Qualifications of the bidder's representative in capital letters, attach copies of certificates)

……
……..

(Address of bidders representative)

……
…….

(Representatives signature)

Sealed by the said company: -

……
……

(Name of the company)

……
……

(Stamped by the said company)

Note: - The bidder shall attach a certified copy of registration of the company.

SCHEDULE I

KEY PERSONEL

Designation	Name	Summary of qualification, experience and present occupation (Attach Copies of certificates and testimonials)
Headquarters Partner/Director Other key staff (give Designation)		
Site office Operations manager Deputy operations Manager Senior supervisor(S) Supervisors Other key staff		

NOTE:- **The** bidder shall list in this schedule the key personnel he will employ from headquarters and from site office to direct and execute the works together with their qualifications, experience, position held and nationality. The bidder shall attach copies of certificates and testimonials of the said personnel together with his bid. Also key, the bidder shall draw an organization structure for the execution of the work with clear roles of varied staff who will oversee the day-to-day execution of the work.

……

Date signature and stamp of the bidder

SECTION VII

FORM OF CONTRACT AGREEMENT

NOTE:- This form is included in the bidding document only for the information of bidders. Only the successful bidder will be in the due course required to complete the form

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ……...day of…….2013
BETWEEN City County of Nairobi Box 30075, 00100 Nairobi, Kenya (hereinafter called "the Employer") of the one part and
…… (herein called "the contractor") on the other hand.

WHEREAS the City County of Nairobi is desirous that certain works shall be executed, viz
PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI

TENDER NO: - NCC/ENV/ONT/110/2026-2027

as per the bid document and has accepted a bid by the contractor for the execution and maintenance of such works.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

   (a) The bid document
   (b) Such schedules and information as are required to be submitted as set out in the conditions of bid and instructions to bidders.
   (c) The conditions of contract
   (d) The Standard and Special Specifications
   (e) The priced Bill of Quantities
   (f) The letter of Acceptance
   (g) Bid Notices during period of Bid
   (h) Other documents and /or drawings as may be agreed upon from time to time between the two parties for purposes of execution of the said works.

All the aforesaid documents are hereinafter referred to as "The Contract"

3. In consideration of the payment to be made by the Employer to the contractor hereby covenants with the Employer to execute and maintains the works in conformity in all respects with the provisions of the contract.

4. The Employer hereby Covenants to pay the Contractor, in consideration of the execution and maintenance of the works and contract price at the times and in the manner prescribed in the contract.

IN THE WITNESS WHEREOF, the parties have hereto have caused their respective common seals to be hereunto affixed (or have here unto set their respective hands and seals) the day and year above written.

SIGNED, SEALED AND DELIVERED

BY THE SAID EMPLOYER…….

(County Secretary- City County of Nairobi)

For and on behalf of the said Employer

Countersigned
by……..

BY THE SAID CONTRACTOR……

(For and on behalf of the said Contractor)

In the presence of
……

(Signature of witness)

……
…….

(Name of witness)

……..

(Address of witness)

SECTION IX

ACCEPTABLE FORMS OF PERFORMANCE SECURITY

NOTE

Bidders should not complete the attached Form of performance Security. Only successful bidder will be required to provide performance Security in accordance with the Forms or in a similar form acceptable to the employer.

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name 8. email of contact person 9. Telephone number
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.

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

	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 i n v o l v e d in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

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

Full Name

Title or Designation

(Signature) *(Date)*

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ *[Name o f Procuring Entity]* for: *[Name and number of tenders]* 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

FORM SD1

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

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

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

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

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

……	……	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

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

I, …… of P. O. Box.....being a resident of …….

…….. in the Republic of ……..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....

   ……..... *(insert name of the Company)* who is a Bidder in respect of Tender No……

   …….. for …….. *(insert tender title/description)* for ……*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

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

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

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

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

……

…….....

.....

(Title) (Signature)

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign…….....….....

Position…….....

Office address……. Telephone……

E-mail…….....

Name of the Firm/Company…….....

Date…….....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

Sign…….....

Date…….....

FORM OF PERFOMANCE SECURITY

Know all Men by these presents that (Name and Address of Contractor).
……
……
…….as Principal (thereinafter called "the Contractor "), and (Named Legal Title and Address of Surety, Bonding Company of Insurance Company……

……
…….as surety (hereinafter called "the surety"), are held and firm bound unto the Nairobi Kenya as oblige(hereinafter called " the Employer"), in the amount of Kenya
Shillings……
……
……
……
……
……
……for the payment of which sum accountable in the types and proportions of currencies in which the contract and the surety bind themselves ,their , executors, administrators successors and assigned, jointly and severally firmly by these presents.

Whereas the contractor has entered into a written contract agreement with the Employer dated the ……... Day ……... Of 2016 in accordance with the plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part, hereof and are hereinafter referred to as the contract.

Now, therefore, the conditions of this obligation are such that if the contractor shall promptly and faithfully perform the said contract (including any amendments thereto) to 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 Employer obligations there under the surety may promptly remedy on default, or shall promptly.

Complete the contract in accordance with its terms and conditions; or obtain a bid or bids for submission to the employer and surety of conditions ,and upon determination by Employer and surety of the lowest responsible bidder, arrange for a contract between such bidder and Employer and make available as work progress (even though there should be a

default or a succession of defaults 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 first paragraph hereof. The term “balance of the contact price “, as used in this paragraph shall mean the total amount payable by employer to contractor under the contract, less the amount properly paid by employer to contractor; or pay the employer the amount required by employer to complete the contract in accordance with its terms and conditions any amount up to a total not exceeding the amount of this bond.

The surety shall not be liable for greater sum than the specified penalty of this bond. Any suit under this bond must be instituted before the expiration of one year from the date of using of the maintenance certificate. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executor, administration or successors of the Employer.

In testimony whereof, the contractor has hereunto set its hand and affixed its seal, and surety has hereunto set its hand and affixed its seal, and the surety has caused these presents to be sealed with it corporate seal duly attested by the signature of its legal representative, this …… day …… 20……

Signed sealed and

Delivered by the contractor ……

Signature of contractor ……

In the presence of ……...

Signature of witness ……

Name of witness ……...

Signed sealed and delivered

By the surety ……

Signature of surety ……

In the presence of ……

Signature of witness ……..

Name of witness ……..

Address of witness ……..

TENDERER INFORMATION FORM

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

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

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

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

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

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*
4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

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

i) Legal and financial autonomy

ii) Operation under commercial law

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

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

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

OTHER FORMS

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 in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after 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 provide 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 on or before that date.

[Signature]

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

FORMAT OF TENDER SECURITY

[Option 2–Insurance Guarantee] TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this day of_____20 .

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

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of

      Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

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

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

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

5. Consequently, any demand for payment under this guarantee must be received by us at the office

   Indicated above on or before that date.

_____ _____

[Date] *[Signature of the Guarantor]*

_____ _____

[Witness] *[Seal]*

6. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel l 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*]

FORM PER-2:

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]*

DECLARATION

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

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

Commitment	**Details**
Commitment to duration of contract:	*[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):

SECTION V TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

10 FORM ELI -1.1 Tenderer Information Form

Date:_____

ITT No. and title:_____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: *[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.

11. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's name:_____ Date:_____ JV

Member's name_____ ITT No. and title:_____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

□ 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: _____	
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:	

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_____ (currency)	**Historic information for previous_____*years,* (Amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5

Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

Contract commitments.

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

Financial documents

The Tenderer and its parties shall provide copies of financial statements for_____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1.The financial statements shall:

a) Reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[1] for the____years required above; and complying with the requirements

[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.*

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

12. FORM FIN–3.3:

Financial Resources

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

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

13. FORM FIN–3.4:

Current Contract Commitments / Works in Progress

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

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4	SCOPE OF SERVICE				
5					

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*]

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 refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke

   info@ppra.go.ke or

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts fourteen (14) 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: ___

a) **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]*for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

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

Please return the attached Contract dully signed Authorized Signature:

.....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract

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]*

A. PREAMBLE TO THE BILLS OF QUANTITIES

1. The Bills of Quantities shall be read in conjunction with the instructions to Bidders, general conditions of contract, conditions of particular applications, standard and special specification and drawings.

2. The quantities given in the Bills of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, measured by the contractor and verified by the Head of the Department in charge of Solid Waste Management and valued at the rate and priced bided in the Bills of Quantities and schedule of day works where applicable, and otherwise at such rate and prices as the Head of the Department in charge of Solid Waste Management may fix within the terms of the contract.

3. The rate and prices bided in the Bills of quantities shall, except in so far as it is otherwise under the contract, maintenance, insurance, profit, together with all general risks, liabilities and obligation set out or implied in the contract.

4. A rate or price shall be entered against each item in the priced Bills of Quantities and stated or not. The cost of items against which the contractor has failed to enter a rate or price shall be deemed to be covered by the contract price.

5. The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bills of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of works.

6. General directions and description of work and material are not necessarily repeated or summarized in the Bills of Quantity. Reference to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bills of Quantities.

7. Provision sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Head of the Department in charge of Solid Waste Management in accordance with clause 58 of the conditions of contract.

8. The method of measurement of completed work for payment shall be in accordance with the directions for measurement and pricing included in the **standard specification** and as directed and agreed upon between the contractor and the Nairobi City County Government.

9. Errors will be corrected in accordance with clause 26 of the instructions to bidders.

10. The following abbreviations may be used in the Bill of Quantities where necessary:

Unit	Abbreviation
Millimeter	mm
Metre	m
Square metre	m2
Cubic metre	m3
Lump sum	Dum
Kilometer	km
Kilogram	kg
Litres	Lts
Tonne	Ton

B. WORK ITEMS

1. The Bills of Quantities contain the following Bills and Schedules: -

Bill Number 1 - Preliminaries

Bill Number 2 - Street and other open spaces sweeping/ cleaning, litter picking and emptying of litter bins and drain clearing where possible

Bill Number A - Schedule of Day works, tools and equipment

Summary of Bill of Quantities

NOTE: - Bidders are instructed to price the Bills of Quantities in Kenya Shillings only.

PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI

TENDER NO: - NCC/ENV/ONT/110/2026-2027

BILLS OF QUANTITIES FOR

PROVISION OF CLEANING SERVICES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) STAREHE SUB –COUNTY, NAIROBI

ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE/Month	AMOUNT (Kshs)
	BILL NO.1-PRELIMIINARIES				
1.01	STREET AND OTHER OPEN SPACES SWEEPING/CLEANING, LITTER PICKING AND LITTER BIN EMPTYING AND WASTE REMOVAL Provide for all Insurances cover to the entire contract.		Item		
1.02	Allow a provisional sum of Kenya Shillings, One million Two hundred Thousand Kshs. for contingencies to be expended in part or whole as directed by the Head of the Department in charge of Solid Waste Management. The whole or		Item	50,000	1,200,000
1.03	part not expended will be deducted from the tender sum. Allow for attendance to item 1.02 above				
1.04	Sweep all roads, car parks, both off street and on street, walk ways, lanes and footpaths within the CBD Area and free them from silt, refuse, litter or any other undesirable material as directed by the Supervisory Officer and tidying them up to the highest cleanliness standards.		Person /day		
1.05	Collect all litter on roads, road reserves, car parks both on and off streets, lanes, walk ways, foot paths, open spaces, flower beds and /or any other areas as directed by the Supervising Officer and store it in an approved manner in an				

	approved area and emptying litter bins and transport all the waste to an approved disposal site.				

ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT (Kshs)
	BILL NO 2-CLEANING AND CLEARING OF OPEN DRAINS				
	NOTE:-All rates for clearing and cleaning shall include carting away of waste material to tips				
2.01	Trim, clean and clear all storm water open earth and /or channelized drains of any growth, debris and any other materials to free flow conditions. Rate to include carting away the debris and waste materials on the drain verges to tips.	24	Month		
		24	Month		
2.02	Clean and flush gulley pots and gulley connections to free flow conditions.				
2.03					
	Street sweeping equipment and PPE's	120	Per Year		
	i. Wheelbarrows	300	Per Year		
	ii. Spades	175	Per Year		
	iii. Dust pans	375	4 Months		
	iv. Soft Brooms	275	4 Months		
	v. Hard brooms	200	4 Months		
	vi. Makuti brooms	550	4 Months		
	vii. Gumboots	550	4 Months		
	viii. Rubber hand gloves	550	4 Months		
	ix. Nose Masks	200	One Year		
	x. Slashers	300	Per Month		
	xi. Brooms Stakes	12000	Per Month		
	xii. Liner Bags	100	Per Year		
	xiii. Gulley Scoops	200	Per Year		
	xiv. Rakes	100	Per Year		
	xv. Foke Jembes	50	4 Months		
	xvi. 2 x 4 Meters cubed Pollyproprine	20 250	4 Months 6 Months		
	xvii. Canvass for open Tippers	500	Per Year		
	xviii. Over rolls with reflectors	1000 Pcs	Per Year		
	xix. Rain Coats	12	2 Years		
	xx. Uniforms				

	xxi. Receptacles skips (6ft height x12 ft lengthx12 ft width) xxii. Reflectors	1100	Per year		
	TOTAL CARRIED TO SUMMARY SHEET				

SUMMARY SHEET

BILL NO.	DESCRIPTION	AMOUNT (Kshs.)
1.	PRELIMINARIES	
2.	STREET AND OTHER OPEN SPACES SWEEPING/CLEANING, LITTER PICKING AND LITTER BIN EMPTYING AND OPEN DRAIN CLEARING WHERE POSSIBLE	
A.	SCHEDULE OF DAYWORK AND HIRE OF MACHINERY AND EQUIPMENT	
	SUB – TOTAL	
	ADD 16% VAT	
	ADD 0.03% CAPACITY BUILDING LEVY	
	TOTAL CARRIED TO FORM OF TENDER	

B. FORMS

SECTION VIII -CONTRACT FORMS

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

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

Date:_____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.:_____

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

1. We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____*dated* with the Beneficiary, for the execution of _____ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of (),[1] such sum being payable in the types and proportions ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the…. Day of……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

_____

[Name of Authorized Official, signature(s) and seals/stamps]
Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted
from the final product.

_____

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

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

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** *[insert name and Address of* Procuring Entity*]* **Date:**_____*[Insert date of issue]*

PERFORMANCE BOND No.:_____

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

1. By this Bond_____as Principal (hereinafter called "the Contractor") and

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

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

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
   1) Complete the Contract in accordance with its terms and conditions; or
   2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should

be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day____of_____20 _____.SIGNED ON _____on behalf of by_____in the capacity of In the presence of

SIGNED ON_____on beh alf

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.

.....

[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.

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or

Controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*

Tender Reference No.:_____[*insert identification no*] Name of the Assignment: _____*[insert name of the assignment]* to: *[insert complete name of Procuring Entity]*

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

I) we here by provide the following beneficial ownership information. Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares**	**Directly or indirectly holding 25 % or more of the Voting Rights**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body**
[include full name (last, middle, first), nationality, country of			

OR

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

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]" Name of the Tenderer: .....[insert complete name of the Tenderer]___*

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

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

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

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