



Agro-Chemical and Food Company Limited

ADDENDUM NUMBER 1

TENDER NAME: PROVISION OF CLEANING AND SANITATION SERVICES

TENDER NO: ACFC/HR/04/2026/2027

DATE: 29th July 2027.

This addendum is issued to make clarification and include omissions on the tender document.
This addendum shall be part of the tender document **ACFC/HR/04/2026/2027**

Tender Details

Item	Description
Procuring Entity	Agro-Chemical & Food Company Limited
Tender Number	ACFC/HR/04/2026/27-8
Tender Description	Procurement of Sanitation and Cleaning Services
Procurement Method	Open National Tender
Eligibility	AGPO

1. Scope of Services

The successful Contractor shall provide comprehensive sanitation and cleaning services at all designated ACFC premises, including but not limited to:

- a) Administrative offices.
- b) Factory administrative buildings.
- c) Reception areas.
- d) Boardrooms.
- e) Conference and training rooms.
- f) Corridors.
- g) Staircases.
- h) Washrooms and ablution facilities.
- i) Kitchens and kitchenettes.
- j) Staff canteen.

- k) Laboratories.
- l) Dispensary and medical facilities.
- m) Security offices and gatehouses.
- n) Staff residential common areas (where applicable).
- o) External paved areas.
- p) Parking areas.
- q) Walkways.
- r) Waste collection points.
- s) Any other locations designated by the Procuring Entity.

The Contractor shall provide all labour, supervision, equipment, machinery, cleaning chemicals, consumables, tools, uniforms, personal protective equipment (PPE), transport and all other resources necessary for proper execution of the Contract unless expressly provided otherwise by the Procuring Entity.

2. Contract Period

The Contract shall be for an initial period of **twelve (12) months** commencing from the date specified in the Contract Agreement.

Subject to:

- a) satisfactory performance;
- b) continued operational requirement;
- c) availability of budgetary allocation; and
- d) mutual agreement of the Parties,

the Contract may be renewed once for a further period not exceeding twelve (12) months in accordance with the Public Procurement and Asset Disposal Act, 2015 and the applicable Regulations.

Stage One: Preliminary Examination (Mandatory Requirements)

-This makes clarifications on the mandatory evaluation criteria

The purpose of the Preliminary Examination shall be to determine the Tenderer's legal eligibility, statutory compliance and minimum capacity to undertake the Contract. All the requirements set out below are mandatory. Failure to comply with any mandatory requirement shall render the Tender non-responsive and it shall not proceed to Technical Evaluation.

No.	Mandatory Requirement	Requirement	Responsive (Yes/No)
------------	------------------------------	--------------------	----------------------------

1	Form of Tender	Properly completed, signed and witnessed in the prescribed format.	
2	Tender Security	Nil	
3	Certificate of Incorporation	Certified copy of Certificate of Incorporation or Registration.	
4	CR12	Current CR12 issued within the last twelve (12) months indicating Directors and Shareholding.	
5	KRA Compliance	Valid Tax Compliance Certificate.	
6	Business Permit	Current Single Business Permit authorizing operation of the business.	
7	NSSF Compliance	Valid Compliance Certificate.	
8	SHA Compliance	Valid Social Health Authority Compliance Certificate or equivalent statutory evidence.	
9	NITA Compliance	Valid NITA Compliance Certificate where applicable.	
10	Power of Attorney/Authority	Written authority authorizing the signatory where applicable.	
11	Confidential Business Questionnaire	Properly completed and signed.	
12	Tender Securing Declaration	Properly completed where applicable.	
13	Site Visit Certificate	Original certificate issued by ACFC.	
14	Litigation Declaration	Signed declaration confirming absence of any conflict of interest and disclosure of pending litigation.	
15	Integrity Forms	All PPRA self-declaration forms fully completed and signed.	
16	Page Serialization	Entire Tender sequentially serialized.	

Mandatory Minimum Capacity Requirements

In addition to the foregoing statutory requirements, a Tenderer shall demonstrate the following minimum capacity requirements. Failure to satisfy any of these requirements shall result in disqualification at the Preliminary Examination stage.

No.	Minimum Capacity Requirement	Minimum Threshold	Responsive
1	Experience	Evidence of having successfully completed at least three (3) contracts for comprehensive sanitation and cleaning services of a similar nature and complexity within the last five (5) years. Each contract shall have had an annual value of not less than KSh. 3Million.	
2	Financial Capacity	- Audited Financial Statements for the last three (3) financial years demonstrating financial stability. The average annual turnover from sanitation or facilities management services shall not be less than KSh. 5Million.or - Bank statement for the last 6months or - Letter from a reputable commercial bank confirming availability of working capital or credit facilities of not less than KSh5 Million or	
3	Bank Support		
4	Insurance	Commitment to provide a valid Public Liability Insurance, Work Injury Benefits Insurance and Group Personal Accident Insurance adequate for the proposed workforce if tender is successful.	
5	Office Presence	Evidence of an operational office within Kenya from which the Contract shall be administered.	

Only Tenderers satisfying every requirement above shall proceed to Stage Two.

Stage Two: Technical Evaluation

The objective of the Technical Evaluation is to determine the Tenderer's technical competence, operational capacity and ability to consistently deliver high-quality sanitation services throughout the Contract period.

C. Cleaning Equipment and Operational Resources.

The Tenderer shall provide documentary evidence of ownership or legally enforceable lease agreements.

Equipment	Minimum	Marks
Industrial vacuum cleaners	3	
Ride-on floor scrubbers	3	
Walk-behind scrubbers	2	
High-pressure washers	2	
Carpet extraction machines	2	
Wet & dry vacuum machines	2	
Waste collection trolleys	2	
Commercial polishing machines	2	
Utility vehicle for waste movement	2	
Adequate stock of cleaning tools and accessories	2	

Partial compliance shall attract proportional marks based on the quantities and suitability demonstrated.

D. Key Personnel (20 Marks)

Personnel	Minimum Qualification	Marks
Contract Manager	Diploma and experience managing institutional cleaning contracts attach reference letters.	8
Site Supervisor	Certificate and above experience attach reference letters	7
Cleaning Team Leaders	Evidence of competence and experience	5

Curriculum Vitae, academic certificates, professional certificates and appointment letters shall be submitted.

E. Technical Methodology and Work Plan (15 Marks)

Marks shall be awarded based on the quality, practicality and comprehensiveness of the proposed methodology.

Requirement	Marks
Understanding of the assignment	3
Deployment strategy	3
Cleaning schedules	3
Quality assurance system	3
Risk management and contingency arrangements	3

Generic submissions copied from standard brochures shall receive minimal marks.

F. Health, Safety and Environmental Management (5 Marks)

Marks shall be awarded based on documented policies and implementation measures relating to occupational safety, infection prevention, chemical handling, waste segregation, emergency response and environmental management.

G. Quality Assurance Systems (5 Marks)

Preference shall be given to Tenderers operating structured quality management systems.

Marks shall be awarded as follows:

- a) ISO 9001 Quality Management Certification – 2 Marks.
- b) ISO 45001 Occupational Health and Safety Certification – 2 Marks.
- c) ISO 14001 Environmental Management Certification – 1 Mark.

Equivalent internationally recognized certifications may be accepted where appropriate.

STAGE THREE: FINANCIAL EVALUATION

Financial Evaluation shall be undertaken only on Tenders that have successfully passed the Preliminary Examination and attained the prescribed minimum technical score.

The purpose of the Financial Evaluation shall be to determine the lowest evaluated responsive Tender while ensuring that the quoted rates are realistic, sustainable and capable of supporting satisfactory contract performance throughout the Contract period.

3.0 Preliminary Financial Examination

Before financial comparison is undertaken, each Financial Proposal shall be examined to establish its completeness and responsiveness.

The Evaluation Committee shall verify that the Price Schedule has been fully completed, that all items requiring pricing have been priced, that the Tender Price corresponds with the Form of Tender and that any arithmetic inconsistencies are corrected in accordance with the Instructions to Tenderers. Any discounts offered shall only be considered where they are unconditional and clearly stated.

Where a Tenderer fails to price a mandatory service item or submits a materially incomplete Price Schedule, the Tender shall be declared substantially non-responsive.

STAGE FOUR: POST-QUALIFICATION (DUE DILIGENCE)

The Procuring Entity shall undertake a comprehensive Due Diligence exercise to verify the accuracy, authenticity and adequacy of the information submitted by the Tenderer ranked first during the Financial Evaluation.

The purpose of the Due Diligence exercise shall be to establish beyond reasonable doubt that the Tenderer possesses the financial capacity, technical capability, operational resources and organizational systems necessary for successful execution of the Contract.

The Procuring Entity reserves the right to visit the Tenderer's offices, operational facilities, warehouses, workshops and ongoing project sites and to seek independent confirmation from any institution or organization referred to by the Tenderer.

4.0. Verification of Corporate Status

The Evaluation Committee shall verify the Tenderer's legal existence, ownership structure, business registration, statutory compliance, tax compliance and authority of the persons executing the Tender.

Any inconsistency between the submitted documents and official Government records shall constitute sufficient grounds for rejection.

4.1 Verification of Financial Capacity

The Evaluation Committee shall examine the Tenderer's financial strength to determine whether sufficient resources exist for commencement and sustained execution of the Contract.

The Committee may verify:

Item for Verification	Verification Method
Audited Financial Statements	Review by Evaluation Committee
Annual Turnover	Comparison with audited accounts
Working Capital	Analysis of current assets and liabilities
Bank Facilities	Confirmation with issuing financial institution
Existing Financial Commitments	Review of ongoing contracts and obligations

Creditworthiness	Confirmation with bankers where necessary
Pending Insolvency Proceedings	Independent verification

Where the Committee determines that the Tenderer lacks sufficient financial resources to mobilize and sustain the Contract, the Tender shall be rejected.

4.2 Verification of Technical Capacity

The Committee shall physically verify the existence, ownership or lawful possession of the equipment declared in the Tender.

Inspection may include industrial vacuum cleaners, floor scrubbers, polishing machines, pressure washers, waste handling equipment, utility vehicles, storage facilities and any other resources proposed for deployment.

Equipment declared but not available during verification shall not be considered.

4.3. Verification of Personnel

The Committee may verify the availability of proposed key personnel through interviews, inspection of employment records or confirmation of professional qualifications.

Where personnel submitted in the Tender are found not to exist, are unavailable or were included without their knowledge, the Tender shall be rejected.

4.4. Verification of Previous Experience

The Procuring Entity shall independently verify contracts declared by the Tenderer.

Verification may include contacting previous clients to establish:

- a) Whether the Contract was successfully completed.
- b) Whether performance met the required standards.
- c) Whether the Contract was completed within time.
- d) Whether there were disputes or contract termination.
- e) Whether the client would engage the contractor again.

Only satisfactory references shall be considered.

4.5 Verification of Operational Capacity

The Committee may inspect the Tenderer's offices, stores and operational facilities to confirm the existence of adequate management systems.

Particular attention shall be paid to document management, inventory control, storage of cleaning chemicals, maintenance of equipment, staff deployment arrangements, emergency response capability and quality management procedures.

4.6 Verification of Statutory Compliance

The Procuring Entity reserves the right to confirm the validity of all statutory certificates directly with the issuing authorities.

Any forged, altered or expired certificate shall result in immediate disqualification and may be referred to the relevant investigative agencies.

4.7. Verification of Litigation and Contract Performance

The Evaluation Committee shall review any pending litigation, arbitration proceedings, contract disputes or previous contract terminations involving the Tenderer.

Where such matters are considered likely to materially affect the Tenderer's ability to perform the Contract, the Procuring Entity may reject the Tender.

4.8. Integrity and Ethical Conduct

The Procuring Entity may undertake integrity checks to determine whether the Tenderer or its Directors have previously been debarred from public procurement, convicted of procurement-related offences or sanctioned by any regulatory authority.

Failure to disclose material information shall constitute sufficient grounds for rejection.

4.9. Due Diligence Report and Recommendation

Upon completion of the Due Diligence exercise, the Evaluation Committee shall prepare a comprehensive Due Diligence Report setting out its findings, observations and recommendations.

Where the Tenderer satisfactorily meets all verification requirements, the Committee shall recommend award of the Contract.

Where the Tenderer fails the Due Diligence exercise, the Procuring Entity shall reject the Tender, record the reasons for the decision and proceed to undertake Due Diligence on the next lowest evaluated responsive Tender until a suitably qualified Tenderer is identified for award.

PROCURING ENTITY'S REQUIREMENTS

5.0 Background

Agro-Chemical & Food Company Limited (ACFC) is a State Corporation established under the Companies Act and operating under the Ministry of Agriculture and Livestock Development. The Company owns and operates an integrated agro-industrial manufacturing complex situated at Muhoroni, Kisumu County, where it undertakes the manufacture of Extra Neutral Alcohol (ENA), potable spirits, baker's yeast and other value-added products derived from molasses.

The Company's operations comprise production facilities, administrative offices, laboratories, warehouses, engineering workshops, staff welfare facilities, medical facilities, staff housing estates, security installations, roads, parking areas and landscaped public spaces. Owing to the nature of its industrial processes and the volume of daily human activity within the premises, the Company is committed to maintaining high standards of sanitation, hygiene and environmental cleanliness in order to safeguard employee health, ensure operational efficiency, comply with applicable statutory requirements and project a positive corporate image.

The Procuring Entity therefore intends to engage a competent and experienced Contractor to provide comprehensive sanitation and cleaning services across all designated facilities. The Contractor shall be expected to maintain consistently high standards of cleanliness through the deployment of qualified personnel, appropriate equipment, suitable cleaning materials and effective supervision throughout the duration of the Contract.

5.1. Objective of the Contract

The objective of this procurement is to secure the services of a professionally managed sanitation and cleaning contractor capable of delivering efficient, reliable and comprehensive cleaning services that maintain all designated ACFC facilities in a clean, hygienic, safe and presentable condition at all times.

The Contract is intended to support compliance with the Occupational Safety and Health Act, the Environmental Management and Co-ordination Act, the Public Health Act and all other applicable legislation governing workplace hygiene, environmental protection and occupational health. It is further intended to ensure that sanitation services are delivered in a manner that promotes operational continuity, protects Company assets, minimizes health risks, enhances employee welfare and creates a conducive working environment for employees, visitors, contractors and other stakeholders.

The Contractor shall therefore be required to adopt internationally accepted cleaning practices, employ competent personnel, utilize appropriate cleaning technologies and maintain effective quality assurance systems capable of consistently meeting the service standards prescribed under this Tender Document.

5.2 Scope of the Services

The Contractor shall provide comprehensive sanitation and cleaning services for all premises designated by the Procuring Entity during the Contract period. The services shall extend to all internal and external areas under the control of the Company and shall include routine

cleaning, periodic cleaning, deep cleaning, sanitation, waste management and any incidental cleaning activities necessary to maintain the required standards of hygiene.

Without limiting the generality of the foregoing, the scope of the Contract shall include the cleaning and maintenance of administrative offices, executive offices, boardrooms, meeting rooms, reception areas, corridors, staircases, entrances, lobbies, waiting areas, laboratories, dispensary facilities, kitchens, kitchenettes, staff canteens, washrooms, changing rooms, engineering offices, workshops, stores, security offices, guard houses, staff welfare facilities, training rooms, archives, libraries, computer rooms and any other occupied office accommodation within the Company's premises.

The Contractor shall also be responsible for maintaining the cleanliness of external paved surfaces including parking areas, pedestrian walkways, loading bays, building entrances, verandas, paved courtyards and refuse collection points. External cleaning shall include the removal of litter, accumulated dust, leaves and other debris to ensure that all outdoor areas remain clean, safe and aesthetically presentable.

The Contractor shall provide all labour, supervision, cleaning machinery, specialized equipment, detergents, disinfectants, chemicals, cleaning consumables, refuse bags, tools, uniforms, personal protective equipment, transportation and all other resources required for proper execution of the Contract unless expressly stated otherwise by the Procuring Entity.

The Contractor shall ensure that all services are performed in accordance with approved cleaning schedules and shall immediately respond to emergency cleaning requirements arising from spillages, accidents, public health concerns or any other unforeseen circumstances requiring urgent intervention.

5.3 General Service Requirements

The Contractor shall execute all services in a professional, safe and efficient manner and shall at all times ensure that the Company's premises remain clean, hygienic and fit for their intended use. Cleaning operations shall be planned and executed in a manner that minimizes disruption to normal business operations while maintaining continuous service delivery throughout the Contract period.

The Contractor shall deploy adequate numbers of competent supervisory personnel and cleaning staff to ensure that all assigned areas receive the required level of attention. Cleaning activities shall be undertaken using appropriate equipment, approved chemicals and recognized cleaning procedures suitable for the various surfaces, fixtures and installations within the Company's premises.

The Contractor shall establish an effective supervisory system capable of monitoring daily performance, responding promptly to complaints, correcting identified deficiencies and maintaining continuous liaison with the Contract Administrator. Any defects identified during inspections shall be rectified without delay and, unless otherwise directed by the Procuring Entity, corrective action shall be undertaken within twenty-four (24) hours of notification. The Contractor shall always maintain sufficient stocks of cleaning materials and consumables to avoid interruptions in service delivery. All detergents, disinfectants and cleaning chemicals used under the Contract shall be suitable for their intended purpose, environmentally responsible where practicable, and compliant with applicable health and safety standards. Chemicals likely to damage surfaces, equipment or furnishings shall not be used without the prior approval of the Procuring Entity.

The Contractor shall ensure that all waste generated during cleaning operations is collected, segregated where necessary, transported and disposed of in accordance with applicable environmental legislation and the Company's waste management procedures. Waste handling shall be undertaken in a manner that minimizes environmental pollution, prevents health hazards and maintains acceptable standards of housekeeping throughout the premises.

5.4 Detailed Technical Specifications and Service Requirements

The Contractor shall perform comprehensive sanitation and cleaning services in all designated areas of the Company's premises in accordance with the standards prescribed herein. The Contractor shall ensure that all assigned facilities remain clean, hygienic, safe, orderly and fit for their intended use throughout the Contract period.

The Contractor shall deploy adequate personnel, appropriate cleaning equipment, approved cleaning chemicals and effective supervisory arrangements to always achieve and maintain the required service standards. The frequencies specified herein represent the minimum acceptable service levels and shall not relieve the Contractor of the obligation to undertake additional cleaning whenever circumstances demand.

5.5. Administrative Offices

The Contractor shall ensure that all administrative offices are maintained in a clean, dust-free and orderly condition throughout the working day. Cleaning shall include floors, carpets, furniture, office equipment, doors, windowsills, skirting boards, cabinets, shelves, waste receptacles and all accessible surfaces.

Dust shall be removed using methods that prevent redistribution into the working environment. Furniture and office equipment shall be cleaned carefully to prevent damage to electronic devices, documents and office fittings. Waste bins shall be emptied daily and fitted with clean refuse liners.

At no time shall dust accumulation, litter, stains, unpleasant odours or overflowing waste bins be permitted within office areas.

5.6. Executive Offices and Boardrooms

Executive offices, boardrooms and conference facilities shall receive enhanced cleaning standards commensurate with their corporate significance.

Furniture, polished timber surfaces, conference tables, leather furnishings, glass partitions, decorative fixtures and presentation equipment shall be cleaned using appropriate specialized materials to preserve their appearance and integrity.

Boardrooms shall be inspected before scheduled meetings and restored immediately after use to ensure continuous readiness for official functions.

5.7. Reception Areas, Entrances and Public Spaces

Reception areas constitute the first point of contact for visitors and shall therefore be always maintained in an exceptionally clean and presentable condition.

Floors shall remain clean and free from dust, litter, mud, water, stains and other contaminants. Glass entrance doors shall remain transparent and free from fingerprints, smudges and dirt. Reception furniture shall be dusted and polished regularly while decorative items shall be cleaned carefully without damage.

The Contractor shall ensure continuous monitoring during working hours to promptly address any deterioration in cleanliness.

5.8 Corridors, Staircases and Common Areas

Corridors, staircases, verandas, waiting areas, lift lobbies and circulation spaces shall be cleaned sufficiently to ensure continuous cleanliness and safe movement of employees and visitors.

Hard floor surfaces shall be swept, damp-mopped or mechanically cleaned as appropriate. Handrails, balustrades, wall finishes, switches, door handles and other frequently touched surfaces shall be disinfected regularly using approved disinfectants.

Particular attention shall be given to preventing slip hazards arising from wet floors or accumulated debris.

5.9. Washrooms and Ablution Facilities

Washrooms shall receive the highest priority under this Contract owing to their direct impact on public health and employee welfare.

The Contractor shall maintain all toilets, urinals, wash hand basins, mirrors, countertops, tiled surfaces, partitions, plumbing fixtures, dispensers and associated fittings in a thoroughly clean and hygienic condition throughout the day.

Cleaning shall include washing, disinfecting, deodorizing and sanitizing all sanitary installations using hospital-grade disinfectants approved for public sanitation.

The Contractor shall ensure continuous availability of toilet tissue, hand soap, air fresheners, paper towels or hand drying facilities and any other consumables provided under the Contract.

Blocked drains, leaking taps, defective flushing systems or damaged sanitary fittings observed during routine cleaning shall be reported immediately to the Contract Administrator. Washrooms shall remain free from unpleasant odours, visible dirt, mould growth, water stagnation and insect infestation always.

60. Kitchens, Kitchenettes and Staff Canteen

The Contractor shall maintain kitchens, food preparation areas, kitchenettes and dining facilities in accordance with acceptable food hygiene practices.

Cleaning shall include floors, sinks, countertops, cupboards, serving counters, tables, chairs, waste bins and all exposed food preparation surfaces.

Grease deposits, food residues and spillages shall be removed immediately upon occurrence.

Cleaning chemicals used within food handling areas shall be food-safe and shall not contaminate food preparation surfaces.

61. Laboratories and Medical Facilities

Cleaning of laboratories, dispensary facilities and medical treatment rooms shall be undertaken with due regard to infection prevention, contamination control and occupational health requirements.

Only cleaning materials and procedures approved by the Procuring Entity shall be employed within these facilities.

Where hazardous substances or biological contamination are encountered, the Contractor shall immediately notify the authorized Company representative before undertaking any cleaning activity requiring specialized handling.

62. Engineering Workshops and Industrial Support Areas

Engineering workshops, maintenance facilities, stores and technical service areas shall be cleaned in a manner appropriate to industrial operations.

Cleaning shall include removal of dust, dirt, packaging materials, non-hazardous debris and accumulated waste from floors, workstations, storage areas and circulation routes.

The Contractor shall not remove machinery components, maintenance materials or technical equipment without prior authorization from the responsible departmental officer.

Oil spills and chemical residues shall be managed strictly in accordance with the Company's safety and environmental procedures.

63. Internal Glass, Windows and Partitions

All internal glazing, mirrors, glass partitions, glazed doors and display panels shall be maintained free from fingerprints, stains, dust and cleaning streaks.

Cleaning shall be undertaken using suitable glass cleaning materials that leave surfaces clear and free from residue.

High-level glazing shall only be cleaned using approved access equipment and in accordance with applicable occupational safety requirements.

64. External Areas

The Contractor shall maintain all paved external areas including building entrances, parking bays, loading areas, pedestrian walkways, verandas, paved courtyards and refuse collection areas in a clean and orderly condition.

Cleaning shall include sweeping, litter collection, removal of accumulated leaves, dust, soil and other debris together with periodic washing where necessary.

The Contractor shall ensure that drainage channels, kerb lines and paved surfaces remain unobstructed by litter or accumulated waste likely to interfere with storm water flow or pedestrian safety.

65. Waste Collection and Management

The Contractor shall implement an effective waste management system that ensures timely collection, handling, temporary storage and disposal of all waste generated within the designated premises.

Waste shall be collected from all offices, washrooms, kitchens, laboratories and common areas using appropriate containers lined with suitable refuse bags.

Where the Procuring Entity operates waste segregation programmes, the Contractor shall ensure strict separation of recyclable, general and other designated waste streams.

Waste shall be transported to designated collection points using covered trolleys or other suitable equipment that prevents spillage, leakage or environmental contamination.

The Contractor shall maintain all refuse collection points in a clean, sanitary and odour-free condition.

66. Emergency Cleaning Services

The Contractor shall provide emergency cleaning services whenever required by the Procuring Entity.

Such services shall include the immediate cleaning of accidental spillages, flooding, emergency sanitary incidents, post-maintenance cleaning, post-event cleaning and any unforeseen situations requiring urgent sanitation intervention.

The Contractor shall maintain adequate personnel and equipment to respond to emergency cleaning requests within thirty (30) minutes during normal working hours and within one (1) hour outside normal working hours unless otherwise directed by the Contract Administrator.

Failure to respond within the prescribed response times without reasonable cause shall constitute a performance failure under the Contract.

67. Cleaning Frequencies and Performance Standards

The frequencies prescribed under this Section represent the minimum service levels required by the Procuring Entity. The Contractor shall organize its operations in such a manner as to ensure that all designated facilities continuously achieve the prescribed standards of cleanliness and hygiene throughout the Contract period.

Where prevailing conditions require more frequent cleaning than that specified herein, the Contractor shall undertake such additional cleaning at no additional cost to the Procuring Entity. The obligation of the Contractor shall be to achieve and maintain the prescribed cleanliness standards rather than merely adhering to the minimum frequencies.

The Contract Administrator may require adjustments to cleaning schedules in response to operational demands, special events, emergency situations or changes in occupancy levels without fundamentally altering the scope of the Contract.

68. Daily Cleaning Requirements

The following services shall be undertaken each working day and, where necessary, continuously throughout the day to maintain the prescribed standards of cleanliness.

Area	Minimum Service Standard
Administrative Offices	Floors swept and mopped or vacuumed, furniture dusted, work surfaces cleaned, waste bins emptied, refuse liners replaced and offices left clean, orderly and free from dust and litter.
Executive Offices	Maintained in immaculate condition throughout the working day with immediate attention to any deterioration in cleanliness.
Reception Areas	Floors, furniture, entrance doors and public spaces maintained continuously in a clean and presentable condition.
Boardrooms	Inspected before and after every scheduled meeting and restored to full cleanliness immediately after use.
Corridors and Staircases	Swept, damp mopped where applicable and maintained free from dust, litter and spillages throughout the day.
Washrooms	Cleaned, disinfected and inspected at intervals not exceeding two (2) hours during normal working hours.
Kitchens and Kitchenettes	Cleaned after every meal period and maintained free from grease, food residues and refuse.
Engineering Workshops and Factory/Industrial Support Areas	Cleaning in a manner appropriate to industrial operations
Waste Collection Points	Waste removed before bins reach full capacity and collection points maintained in a clean and odour-free condition.

External Entrances and Walkways	Swept and maintained free from litter, mud, leaves and debris.
---------------------------------	--

69. Weekly Cleaning Requirements

In addition to the daily services, the Contractor shall undertake comprehensive cleaning activities on a weekly basis to maintain the appearance and hygiene of all facilities.

Weekly cleaning shall include the thorough washing of internal glass partitions, detailed cleaning of office furniture, polishing of wooden surfaces, machine scrubbing of hard floors where applicable, removal of cobwebs, cleaning of wall surfaces, dusting of high-level fittings and comprehensive cleaning of all common areas.

Waste storage areas shall undergo complete washing and disinfection at least once every week.

70. Monthly Cleaning Requirements

Once every calendar month the Contractor shall undertake intensive cleaning activities designed to restore all facilities to optimum condition.

Monthly cleaning shall include deep scrubbing and polishing of floors, shampooing of carpets where necessary, washing of external glazing accessible without specialized equipment, detailed cleaning of ventilation grilles, high-level dust removal, comprehensive cleaning of lighting fixtures where safely accessible, treatment of stains, removal of accumulated dirt from concealed areas and thorough cleaning of all sanitary installations.

The Contractor shall submit a Monthly Deep Cleaning Programme to the Contract Administrator for approval before commencement of the scheduled activities.

71. Quarterly Cleaning Requirements

At intervals not exceeding three months, the Contractor shall undertake comprehensive deep cleaning of all designated facilities.

Quarterly cleaning shall include complete carpet shampooing, polishing and restoration of hard floor finishes, high-level window cleaning using approved access equipment, cleaning of external building facades where included within the Contract, detailed washing of external paved areas using pressure cleaning equipment and comprehensive sanitation of waste collection facilities.

72. Emergency Cleaning

The Contractor shall maintain adequate personnel and equipment to respond immediately to emergency cleaning situations.

Emergency cleaning shall include accidental spillages, flooding, burst pipes, sanitary emergencies, post-maintenance cleaning, post-event cleaning, disease control interventions and any other unforeseen circumstances requiring urgent sanitation services.

Response shall commence within thirty (30) minutes during normal working hours and within one (1) hour outside normal working hours unless otherwise directed by the Contract Administrator.

73. Performance Standards

The Contractor shall ensure that the quality of service delivered under this Contract consistently meets the minimum performance standards prescribed herein.

At the conclusion of each cleaning activity, all designated areas shall present a clean, hygienic, orderly and professional appearance consistent with good industrial housekeeping practices.

Floors shall be free from dust, litter, mud, stains, grease, standing water and visible dirt. Hard floor surfaces shall exhibit a clean finish without streaks or residue, while carpeted areas shall remain free from dust accumulation, stains and objectionable odours.

Furniture, workstations, shelves, doors, windowsills, skirting boards and other fittings shall remain free from visible dust, fingerprints and accumulated dirt. Glass partitions, mirrors and glazed doors shall be transparent, free from smears and cleaned without streaking.

Washrooms shall remain clean, disinfected and adequately stocked with the required consumables throughout the working day. Toilets, urinals, wash hand basins, mirrors, partitions and tiled surfaces shall remain free from stains, scale, unpleasant odours, mould growth and biological contamination.

Waste bins shall be emptied before reaching full capacity and fitted with clean liners. Refuse collection points shall remain orderly, clean and free from overflowing waste, offensive odours and insect infestation.

External paved areas shall remain free from litter, leaves, accumulated soil, stagnant water and any other material likely to create an unsightly appearance or safety hazard.

The Contractor shall ensure that cleaning operations do not interfere unnecessarily with the normal operations of the Company. Appropriate warning signs shall be displayed whenever wet floors or other temporary hazards exist.

Cleaning chemicals shall be correctly diluted, safely stored and applied strictly in accordance with manufacturers' instructions. Chemicals that may damage Company property or endanger employees shall not be used.

The Contractor shall maintain sufficient supervisory personnel to ensure continuous monitoring of service quality and prompt correction of any deficiencies identified during inspections.

Any deficiencies identified by the Contract Administrator shall be rectified within twenty-four (24) hours of notification unless a shorter period is specified owing to the urgency of the matter.

Persistent failure to achieve the prescribed performance standards shall constitute unsatisfactory performance and may attract service deductions, issuance of corrective action notices, or such other contractual remedies as may be provided under the Contract.

Excellent. This is arguably the most important operational section of the tender document because it converts the Contractor's obligations into **measurable performance outcomes**. It also provides the Contract Administrator with an objective basis for monitoring performance, certifying monthly payments, issuing corrective action notices and making recommendations regarding contract renewal.

To avoid subjectivity, each Key Performance Indicator (KPI) should be measurable, verifiable and supported by documentary or physical evidence.

74. Key Performance Indicators (KPIs) and Service Level Requirements

The Contractor shall perform the Services in accordance with the Service Level Requirements prescribed in this Section. Performance shall be measured through a structured Key Performance Indicator (KPI) framework designed to evaluate the quality, efficiency, responsiveness and reliability of the Services.

Performance shall be assessed monthly by the Contract Administrator or such other officer as may be designated by the Procuring Entity. The assessment shall be based on routine inspections, scheduled audits, service reports, complaint records, response times, attendance records and any other objective evidence deemed relevant.

The Contractor shall attain an overall monthly performance score of not less than eighty-five percent (85%). Consistent failure to achieve this minimum performance threshold shall constitute unsatisfactory performance and may result in the issuance of corrective action notices, application of contractual remedies, withholding of payment for deficient services, non-renewal of the Contract or termination in accordance with the Conditions of Contract.

The Procuring Entity reserves the right to conduct announced or unannounced inspections at any time during the Contract period.

75.Key Performance Indicators

Performance Indicator	Performance Standard	Weight (%)	Means of Verification
Overall cleanliness and hygiene standards	All assigned areas maintained in accordance with the prescribed cleaning standards without recurring deficiencies.	30	Physical inspections, monthly audit reports and inspection checklists.
Compliance with approved cleaning schedules	All daily, weekly, monthly and periodic cleaning activities completed within the approved programme.	15	Approved work schedules, attendance registers and supervisor reports.
Washroom sanitation and consumables management	Washrooms maintained in a hygienic condition throughout the day with continuous availability of consumables.	15	Inspection records, stock records and complaint registers.
Response to emergency cleaning requests	Emergency incidents attended to within the prescribed contractual response times.	10	Incident registers, response logs and Contract Administrator verification.
Waste management and environmental compliance	Waste collected, segregated, transported and disposed of in accordance with statutory requirements and Company procedures.	10	Waste collection records, inspection reports and environmental compliance reports.
Staff deployment, supervision and discipline	Deployment levels maintained as approved with effective supervision and professional conduct of personnel.	10	Attendance registers, deployment schedules, inspection reports and disciplinary records.

Health, safety and statutory compliance	Compliance with occupational health, safety and environmental requirements together with proper use of PPE.	5	Safety inspection reports, accident records and statutory compliance documentation.
Quality of reporting and contract administration	Submission of accurate monthly reports, incident reports and other contractual documentation within prescribed timelines.	5	Monthly reports, correspondence records and document review.

Total Weight: 100%

76.Monthly Performance Assessment

Performance shall be evaluated at the end of every calendar month using the approved KPI framework.

The Contract Administrator shall prepare a Monthly Performance Evaluation Report detailing the Contractor's performance against each Key Performance Indicator, identifying areas of compliance, areas requiring improvement and any corrective measures that may be necessary. The Contractor shall be afforded an opportunity to discuss the findings before the evaluation is finalized. Such discussions shall not invalidate factual findings supported by objective evidence.

The finalized Performance Evaluation Report shall constitute an official contract management record and shall form part of the Contractor's performance history for purposes of future procurement, contract renewal and final performance evaluation.

77. Performance Rating

The Contractor's monthly performance shall be classified as follows:

Overall Score	Performance Rating	Contract Management Action
95% – 100%	Excellent	Performance exceeds contractual requirements. Continued performance at this level shall be considered favourably during contract renewal.

90% – 94%	Very Good	Performance consistently meets contractual expectations with only minor deficiencies requiring routine correction.
85% – 89%	Satisfactory	Minimum acceptable contractual performance. Minor improvements may be directed by the Contract Administrator.
70% – 84%	Unsatisfactory	A Corrective Action Notice shall be issued requiring immediate remedial measures within the period specified by the Contract Administrator.
Below 70%	Poor	Constitutes a material breach of the Contract and may result in application of contractual remedies, including service deductions, issuance of default notices or commencement of termination proceedings.

78. Corrective Action

Where inspections reveal deficiencies in service delivery, the Contract Administrator may issue a written Corrective Action Notice specifying the deficiencies observed, the contractual requirements not met and the period within which corrective measures shall be implemented.

The Contractor shall investigate the causes of the deficiencies, implement appropriate corrective measures and submit a written response indicating the action taken to prevent recurrence.

Failure to comply with a Corrective Action Notice within the prescribed period shall entitle the Procuring Entity to invoke the remedies available under the Contract without prejudice to any other legal rights.

79. Service Failure and Contractual Remedies

Without limiting any other provisions of the Contract, the following shall constitute service failures:

Failure to maintain the prescribed standards of cleanliness and sanitation; repeated failure to deploy the agreed number of personnel; failure to replenish essential washroom consumables; failure to respond to emergency cleaning requests within the stipulated response times; failure

to comply with occupational health, safety or environmental requirements; unauthorized absence of supervisory personnel; submission of false performance reports; or persistent failure to comply with lawful instructions issued by the Contract Administrator.

Where such failures occur, the Procuring Entity may require immediate rectification, direct the Contractor to implement corrective measures at its own cost, withhold certification for deficient services, deduct the value of unperformed or unsatisfactory services from the monthly payment certificate, issue notices of default, or terminate the Contract in accordance with the General and Special Conditions of Contract where the breaches are persistent or material.

80. Continuous Improvement

The Contractor shall continuously review its operational procedures with the objective of improving efficiency, service quality, occupational safety and environmental performance throughout the Contract period.

The Contractor shall proactively recommend improvements in cleaning methods, equipment, environmentally sustainable cleaning products and innovative technologies that may enhance service delivery without increasing the Contract Price, unless otherwise approved by the Procuring Entity through the applicable contract variation procedures.

81. Contractor's Obligations and Responsibilities

a) The Contractor shall execute the Services in a professional, diligent and efficient manner consistent with good industry practice and the standards expected of a competent provider of institutional sanitation and cleaning services. The Contractor shall at all times act in the best interests of the Procuring Entity and shall exercise all reasonable skill, care and diligence in the performance of its obligations under the Contract.

b) The Contractor shall provide all labour, supervisory personnel, management, cleaning equipment, machinery, tools, cleaning chemicals, disinfectants, consumables, waste handling equipment, transportation, communication facilities, uniforms, personal protective equipment and all other resources necessary for the satisfactory execution of the Services, except where expressly stated otherwise in this Tender Document.

c) The Contractor shall be solely responsible for the planning, organization, supervision and control of all cleaning operations and shall ensure that sufficient resources are available at all

times to meet the prescribed service standards without interruption throughout the duration of the Contract.

d) The Contractor shall maintain an effective management structure with clearly defined reporting lines and shall designate a competent Contract Manager who shall serve as the principal point of contact between the Contractor and the Procuring Entity. The Contract Manager shall possess full authority to receive instructions, deploy resources, resolve operational issues and implement corrective measures on behalf of the Contractor.

e) The Contractor shall ensure that all supervisory personnel remain readily accessible during normal working hours and that suitable arrangements are made for supervision during weekends, public holidays and emergency operations whenever services are required.

f) The Contractor shall deploy adequate numbers of competent personnel to perform the Services and shall ensure that staffing levels are maintained throughout the Contract period. Under no circumstances shall the Contractor reduce staffing levels below those approved by the Procuring Entity without prior written approval.

g) All personnel deployed under the Contract shall be employees of the Contractor. The Contractor shall remain solely responsible for recruitment, remuneration, statutory deductions, disciplinary control, welfare, training, insurance and all employer obligations arising under the Employment Act, the Labour Relations Act, the Work Injury Benefits Act and any other applicable legislation.

h) The Contractor shall ensure that every employee deployed under the Contract is medically fit to perform the assigned duties, possesses the necessary competence for the work assigned and maintains high standards of integrity, discipline and professionalism while on the Company's premises.

i) The Contractor shall immediately replace any employee who is absent without authorization, consistently performs below the required standard, engages in misconduct, compromises security or whose continued presence on the Company's premises is considered undesirable by the Procuring Entity. Any such replacement shall be affected without disruption to service delivery and at no additional cost to the Procuring Entity.

j) The Contractor shall ensure that all personnel are smartly dressed in clean, distinctive uniforms bearing the Contractor's identification and that every employee carries an official identification card while on duty. Appropriate personal protective equipment shall be issued and worn at all times in accordance with the nature of the work being undertaken and the applicable occupational safety requirements.

- k) The Contractor shall provide continuous training to its personnel in modern cleaning techniques, infection prevention and control, occupational safety and health, customer service, environmental protection, emergency response procedures, proper handling of cleaning chemicals and waste management practices. Records of such training shall be maintained and made available to the Procuring Entity upon request.
- l) The Contractor shall provide and maintain all cleaning machinery, specialized equipment and tools in safe and efficient operating condition throughout the Contract period. Equipment that becomes defective shall be repaired or replaced immediately to prevent any interruption in service delivery. The Procuring Entity shall not be liable for the repair, replacement or maintenance of the Contractor's equipment.
- m) The Contractor shall ensure that all detergents, disinfectants, cleaning agents and consumables used in the execution of the Contract are of high quality, fit for purpose and compliant with applicable health, safety and environmental standards. The use of counterfeit, expired, adulterated or substandard cleaning materials shall constitute a material breach of the Contract.
- n) The Contractor shall establish and maintain adequate inventory management systems to ensure uninterrupted availability of cleaning materials and consumables throughout the Contract period. Stock shortages shall not be accepted as justification for failure to achieve the prescribed service standards.
- o) The Contractor shall maintain comprehensive operational records, including staff attendance registers, deployment schedules, equipment maintenance records, cleaning schedules, chemical inventory records, incident reports, complaint registers, inspection reports and monthly performance reports. Such records shall be made available to the Procuring Entity for inspection whenever required.
- p) The Contractor shall cooperate fully with the Contract Administrator during routine inspections, performance audits, investigations and quality assurance reviews. The Contractor shall promptly implement all lawful instructions issued by the Contract Administrator concerning the execution of the Services.
- q) The Contractor shall maintain strict confidentiality regarding all information obtained during the performance of the Contract. No information relating to the operations, personnel, assets, production processes or business affairs of the Procuring Entity shall be disclosed to any third party without prior written authorization, except where disclosure is required by law.

- r) The Contractor shall be responsible for the security of its personnel, equipment, materials and property brought onto the Company's premises. The Procuring Entity shall not be liable for any loss, theft or damage affecting the Contractor's property unless such loss is directly attributable to the negligence of the Procuring Entity.
- s) The Contractor shall immediately report any accident, dangerous occurrence, fire, security incident, environmental hazard, damage to Company property or any other unusual event observed during the execution of the Services. Such reports shall initially be made verbally to the Contract Administrator or the designated Company representative and shall thereafter be confirmed in writing within twenty-four (24) hours.
- t) The Contractor shall comply fully with the Occupational Safety and Health Act, the Environmental Management and Co-ordination Act, the Public Health Act, the Employment Act, the Work Injury Benefits Act, the Public Procurement and Asset Disposal Act and all other applicable laws, regulations, codes of practice and statutory requirements governing the execution of the Services.
- u) The Contractor shall neither assign, subcontract nor otherwise transfer the whole or any substantial part of the Contract without the prior written approval of the Procuring Entity. Any approved subcontracting arrangement shall not relieve the Contractor of its obligations, responsibilities or liabilities under the Contract, and the Contractor shall remain fully accountable for the acts, omissions and performance of any approved subcontractor.
- v) Throughout the Contract period, the Contractor shall exercise due care to protect the Procuring Entity's buildings, installations, furniture, fixtures, equipment, landscaping and all other property from loss or damage arising from the Contractor's operations. Any damage attributable to the negligence, omission or wrongful act of the Contractor or its employees shall be repaired or replaced by the Contractor at its own cost to the satisfaction of the Procuring Entity.

82. Personnel, Staffing Levels and Minimum Deployment Requirements

The Contractor shall provide a competent management, supervisory and operational workforce sufficient to ensure the continuous delivery of sanitation and cleaning services in accordance with the requirements of this Contract. The Contractor shall at all times maintain adequate staffing levels commensurate with the size of the facilities, occupancy levels, operational demands and the prescribed service standards.

The Contractor shall submit, as part of its Technical Proposal, a detailed staff deployment schedule indicating the proposed organizational structure, number of personnel, duty stations, shift arrangements, supervisory responsibilities and reporting relationships. The deployment schedule shall demonstrate, to the satisfaction of the Procuring Entity, that adequate human resources have been allocated to all designated service areas.

The Procuring Entity reserves the right to require the Contractor to review and adjust its deployment arrangements whenever it is established that the approved staffing levels are inadequate to achieve the prescribed service standards. Any such adjustment shall not constitute a variation to the Contract where the need arises from the Contractor's failure to provide sufficient personnel to perform the agreed scope of work.

The Contractor shall ensure that all personnel assigned to the Contract possess the necessary competence, experience, integrity and physical fitness required for the duties assigned. Personnel shall always conduct themselves professionally and shall observe the rules, regulations and security procedures applicable within the Company's premises.

The Contractor shall maintain appropriate supervision throughout the execution of the Contract to ensure continuous quality control, prompt response to operational challenges and effective communication with the Contract Administrator.

83. Minimum Key Personnel

The Contractor shall, as a minimum, assign the following key personnel to the Contract throughout its duration.

Position	Minimum Qualification	Minimum Experience	Minimum Requirement
Contract Manager	Diploma in Facilities Management, Environmental Health, Environmental Science, Hospitality Management, Business Administration or another relevant discipline.	At least two years' experience managing institutional or industrial cleaning contracts of similar size and complexity.	One (1)

Site Supervisor	Diploma in Environmental Health, Facilities Management, Hospitality Management or another relevant discipline.	At least two years' supervisory experience in commercial cleaning services.	One (1) per operational shift.
Health, Safety and Environment Officer	Recognized training in Occupational Safety and Health together with relevant certification.	At least two years' practical experience in occupational health and safety.	One (1), who may serve multiple Company contracts provided effective oversight is demonstrated.
Quality Assurance Officer	Certificate or Diploma or Degree in Quality Management, Environmental Health or a related field.	At least one (1) years' experience in quality assurance or facilities management.	One (1).
Cleaning Team Leaders	Certificate or demonstrable competence in institutional cleaning and supervision.	Minimum two (2) years' relevant experience.	Sufficient to effectively supervise all cleaning teams and work shifts.

The Contractor shall not replace any of the key personnel identified in the successful Tender without the prior written approval of the Procuring Entity. Where replacement becomes unavoidable owing to resignation, illness, death or any other reasonable cause, the replacement shall possess qualifications and experience equal to or better than those of the person being replaced.

84. Operational Personnel

The Contractor shall deploy an adequate number of cleaners, sanitation attendants and waste handling personnel to ensure that all activities specified under this Tender Document are performed within the prescribed frequencies and service levels.

The number of operational personnel proposed shall be supported by a deployment methodology demonstrating how each building, facility and operational area shall be

adequately serviced during normal working hours, after-hours operations, weekends, public holidays and emergency situations where applicable.

The Procuring Entity shall not prescribe the exact number of operational personnel to be deployed. However, where the Contract Administrator determines that the staffing proposed by the Contractor is insufficient to achieve the prescribed performance standards, the Contractor shall immediately deploy additional personnel at its own cost.

The failure to maintain adequate staffing levels shall constitute a service deficiency and shall be addressed in accordance with the provisions governing performance management and contractual remedies.

85. Staff Training and Competence

The Contractor shall establish and maintain a structured training programme for all personnel deployed under the Contract.

The training programme shall include induction training before deployment and periodic refresher training covering cleaning techniques, infection prevention and control, occupational safety and health, safe handling and storage of cleaning chemicals, waste segregation and disposal, customer service, emergency response procedures, fire safety, environmental protection and security awareness.

Training records shall be maintained by the Contractor and produced for inspection whenever requested by the Procuring Entity.

86. Staff Conduct and Discipline

All personnel deployed under the Contract shall maintain the highest standards of integrity, professionalism and courtesy while performing their duties.

The Contractor shall ensure that its personnel comply with all lawful instructions issued by the Contract Administrator and observe the Company's security procedures, access control requirements and workplace rules.

Smoking, alcohol consumption, possession of prohibited substances, disorderly conduct, harassment, theft, vandalism, unauthorized photography, disclosure of confidential information and any conduct likely to compromise the safety, security or reputation of the Procuring Entity shall constitute serious misconduct.

Where any member of the Contractor's personnel engages in misconduct or consistently performs below the required standard, the Procuring Entity may require the immediate removal and replacement of such employee. The Contractor shall comply with such instruction within twenty-four (24) hours without interrupting service delivery.

87. Staff Identification, Uniforms and Personal Protective Equipment

All personnel deployed under the Contract shall report for duty in clean, presentable and clearly identifiable uniforms bearing the Contractor's corporate identity. Every employee shall always carry an official identification card while on the Company's premises.

The Contractor shall provide all personnel with appropriate personal protective equipment suitable for the duties assigned, including safety footwear, gloves, protective clothing, face masks, eye protection and any other equipment required under occupational safety legislation or the Company's safety procedures.

The Contractor shall ensure that all personal protective equipment is maintained in good condition and replaced whenever it becomes worn out, defective or unsuitable for continued use.

88. Cleaning Equipment, Machinery, Chemicals and Consumables

The Contractor shall provide, maintain and continuously operate sufficient quantities of modern cleaning equipment, machinery, tools, chemicals and consumables necessary for the proper execution of the Services throughout the Contract period.

The Contractor shall ensure that all equipment deployed under the Contract is appropriate for institutional and industrial cleaning operations and is maintained in safe and efficient operating condition. Equipment shall be serviced regularly in accordance with the manufacturer's recommendations and shall be replaced immediately whenever breakdowns or defects are likely to compromise service delivery.

The Contractor shall not rely on manual cleaning methods where mechanized cleaning is reasonably necessary to achieve the prescribed standards of cleanliness, efficiency and occupational safety.

The Procuring Entity reserves the right to inspect all equipment proposed for deployment before commencement of the Contract and at any time during the Contract period. Equipment found to be defective, obsolete, unsafe or inadequate shall be repaired or replaced immediately at the Contractor's expense.

89. Minimum Equipment Requirements

The Contractor shall demonstrate ownership, lease or other legally enforceable access to equipment sufficient to execute the Contract efficiently. The equipment listed below represents the minimum expected operational capacity.

Equipment	Minimum Requirement
------------------	----------------------------

Industrial wet and dry vacuum cleaners	Minimum two (2) units suitable for commercial cleaning operations.
Industrial floor scrubbing machines	Minimum two (2) units capable of cleaning large hard floor surfaces.
Floor polishing and burnishing machines	Minimum one (1) unit suitable for polishing terrazzo, tiled and other finished floors.
Carpet shampooing or extraction machines	Minimum one (1) commercial-grade unit.
High-pressure cleaning machines	Minimum one (1) unit for external paved areas and periodic deep cleaning.
Glass cleaning equipment	Adequate telescopic tools and accessories suitable for internal and approved external glazing.
Waste collection trolleys	Sufficient numbers to facilitate hygienic transportation of waste within the premises.
Mopping systems	Commercial-grade mop buckets fitted with wringers and colour-coded mops for different cleaning zones.
Warning signs	Adequate "Wet Floor", "Cleaning in Progress" and other occupational safety signage.
Ladders and access equipment	Industrial-grade equipment suitable for authorized high-level cleaning activities.
Hand tools	Adequate brushes, brooms, squeegees, dusters, scrapers, microfiber cloths and related accessories.
Transportation	Suitable vehicle(s) for transportation of personnel, equipment, consumables and emergency response where required.

The Contractor shall ensure that sufficient standby equipment is available to prevent interruption of services in the event of equipment failure.

89. Cleaning Chemicals and Detergents

All detergents, disinfectants, sanitizers, degreasers, polishing agents and other cleaning chemicals used under this Contract shall be of commercial quality, fit for purpose and suitable for use in institutional and industrial environments.

Cleaning chemicals shall be compatible with the surfaces to which they are applied and shall not cause staining, corrosion, deterioration or other damage to the Procuring Entity's buildings, equipment or furnishings.

The Contractor shall ensure that all chemicals comply with applicable occupational health, public health and environmental protection requirements. Where Safety Data Sheets (SDS) are available from the manufacturer, they shall be maintained on site and made available for inspection by the Procuring Entity upon request.

The use of expired, counterfeit, adulterated, unlabelled or prohibited chemicals shall constitute a material breach of the Contract.

The Contractor shall ensure that cleaning chemicals are diluted strictly in accordance with the manufacturer's instructions and handled only by appropriately trained personnel.

91. Cleaning Consumables

The Contractor shall maintain adequate stocks of all consumables necessary for uninterrupted service delivery throughout the Contract period.

Where the supply of washroom consumables forms part of the Contract, such consumables shall include, but not be limited to, toilet tissue, liquid hand soap, paper towels, deodorizing agents, refuse liners and any other items specified by the Procuring Entity.

Consumables shall be replenished before depletion to ensure continuous availability in all designated facilities.

The Contractor shall establish an inventory management system capable of monitoring stock levels, consumption patterns and replenishment schedules so as to prevent stock shortages.

92. Storage of Equipment and Chemicals

The Contractor shall store all equipment, machinery, chemicals and consumables in locations approved by the Procuring Entity.

Storage areas shall be maintained in a clean, secure and orderly condition and shall comply with all applicable occupational health, fire safety and environmental protection requirements.

Cleaning chemicals shall be stored separately from food preparation areas, office supplies and other incompatible materials. Appropriate measures shall be implemented to prevent unauthorized access, accidental spillage, fire hazards and environmental contamination.

The Contractor shall ensure that all chemical containers remain clearly labelled at all times and that incompatible chemicals are not stored together.

93 Equipment Maintenance

The Contractor shall establish a preventive maintenance programme for all equipment deployed under the Contract.

Maintenance records shall be maintained for each major item of equipment and shall indicate servicing dates, repairs undertaken, replacement of parts and equipment downtime.

Equipment that becomes unsafe, defective or unsuitable for continued use shall be withdrawn from service immediately and replaced without delay.

The Procuring Entity shall not be responsible for the repair, servicing, fuelling, maintenance or replacement of any equipment belonging to the Contractor.

94. Inspection and Approval

Before commencement of the Contract, the Procuring Entity may inspect the Contractor's equipment, machinery, chemicals and consumables to verify compliance with the requirements of this Tender Document.

The Procuring Entity may conduct subsequent inspections at any time during the Contract period.

Where any equipment, machinery, chemical or consumable is found to be inadequate, unsafe, substandard or otherwise unsuitable for the execution of the Services, the Contractor shall replace or rectify the deficiency within the period specified by the Contract Administrator. Failure to comply with such instructions shall constitute unsatisfactory performance and may result in the application of the remedies provided under the Contract.

95 Occupational Health, Safety and Environmental Management

The Contractor shall execute all Services in strict compliance with the Occupational Safety and Health Act, 2007, the Environmental Management and Co-ordination Act, 1999 (as amended), the Public Health Act, the Work Injury Benefits Act, the Employment Act and all other applicable legislation, regulations, approved codes of practice and safety standards governing sanitation and cleaning services in Kenya.

The Contractor shall be solely responsible for establishing, implementing and maintaining an effective occupational health, safety and environmental management system throughout the Contract period. The system shall be designed to safeguard the health and safety of the Contractor's personnel, employees of the Procuring Entity, visitors, contractors and any other persons who may be affected by the execution of the Services.

The Contractor shall undertake all cleaning operations in a manner that minimizes occupational risks, environmental pollution and disruption to the normal operations of the Company.

96 Occupational Health and Safety

The Contractor shall identify, assess and manage all foreseeable occupational risks associated with the execution of the Services.

Appropriate safe systems of work shall be established for all cleaning activities including floor cleaning, high-level cleaning, handling of chemicals, operation of powered cleaning equipment, waste collection and manual handling of materials.

Where wet floors or other temporary hazards exist, the Contractor shall immediately erect appropriate warning signs, barriers or other protective measures to prevent accidents.

The Contractor shall ensure that all electrical cleaning equipment is inspected regularly and maintained in safe working condition. Defective equipment shall not be used under any circumstances.

97. Personal Protective Equipment

The Contractor shall provide, at its own cost, all personal protective equipment necessary for the safe execution of the Services.

The personal protective equipment issued shall be appropriate to the nature of the work being undertaken and shall include, where applicable, protective gloves, safety footwear, overalls, reflective jackets, face masks, eye protection, hearing protection and any other equipment necessary to safeguard employees against occupational hazards.

The Contractor shall ensure that all personnel correctly wear the prescribed personal protective equipment while performing their duties and shall replace damaged or worn-out equipment immediately.

Failure by the Contractor to enforce the use of personal protective equipment shall constitute a breach of the Contract.

98. Handling and Storage of Cleaning Chemicals

All detergents, disinfectants and other cleaning chemicals shall be transported, handled, diluted, used and stored in accordance with the manufacturer's instructions and applicable occupational health and environmental standards.

The Contractor shall ensure that every chemical container is properly labelled and that Safety Data Sheets are readily available for all hazardous substances used under the Contract.

Under no circumstances shall cleaning chemicals be transferred into unlabelled containers or mixed in a manner likely to create hazardous reactions.

Any chemical spillage shall be contained and cleaned immediately using approved spill response procedures.

99. Environmental Protection

The Contractor shall execute the Services in a manner that minimizes adverse environmental impacts.

Cleaning operations shall be undertaken using environmentally responsible methods and, wherever practicable, biodegradable cleaning products and water-efficient cleaning techniques.

Wastewater generated during cleaning operations shall be disposed of only through approved drainage systems and shall not be discharged in a manner likely to contaminate the environment.

The Contractor shall ensure that litter, dust, debris and waste generated during cleaning operations do not migrate to adjacent work areas or surrounding environments.

100. Waste Management

The Contractor shall establish and maintain an efficient waste management system throughout the Contract period.

Waste shall be collected, segregated, handled, transported and disposed of in accordance with applicable environmental legislation and the waste management procedures established by the Procuring Entity.

Waste collection containers shall remain clean, covered where appropriate and maintained in hygienic condition.

The Contractor shall immediately remove accumulated waste likely to create health hazards, unpleasant odours or environmental nuisance.

101. Accident and Incident Reporting

The Contractor shall immediately notify the Contract Administrator of any accident, injury, dangerous occurrence, fire, chemical spill, environmental incident or any other event arising during execution of the Services that may affect persons, property or the environment.

Initial notification shall be made immediately upon occurrence, followed by a detailed written incident report within twenty-four (24) hours.

The report shall describe the circumstances surrounding the incident, the corrective measures undertaken and the actions implemented to prevent recurrence.

The Procuring Entity reserves the right to investigate any incident occurring under the Contract and to require the Contractor to implement additional control measures where necessary.

102. Emergency Preparedness

The Contractor shall maintain appropriate emergency response procedures capable of responding effectively to fires, chemical spillages, flooding, accidental contamination, occupational injuries and any other emergency likely to arise during execution of the Contract.

All personnel shall receive appropriate instruction regarding emergency procedures relevant to their duties.

Emergency response equipment necessary for the execution of the Services shall be maintained in good working condition throughout the Contract period.

103. Compliance Monitoring

The Procuring Entity may conduct periodic occupational health, safety and environmental inspections throughout the Contract period.

Where deficiencies are identified, the Contractor shall immediately implement corrective measures within the period specified by the Contract Administrator.

Persistent non-compliance with occupational health, safety or environmental requirements shall constitute unsatisfactory contract performance and may result in the application of contractual remedies, including suspension of hazardous activities, withholding of payment for affected services, issuance of default notices or termination of the Contract in accordance with the Conditions of Contract.

Excellent. This section establishes how the contract will be managed after award. It defines the relationship between the Procuring Entity and the Contractor, reporting obligations, inspections, meetings, complaint handling and performance monitoring. A well-drafted contract administration section significantly reduces disputes during implementation.

104. Reporting, Monitoring and Contract Administration

The Procuring Entity shall appoint a Contract Administrator or such other authorized officer as may be designated to oversee the implementation of the Contract. The Contract Administrator shall serve as the official representative of the Procuring Entity for purposes of contract administration, monitoring of performance, inspection of services, certification of completed work and communication with the Contractor.

The Contractor shall designate a Contract Manager who shall act as the authorized representative of the Contractor throughout the Contract period. The Contract Manager shall possess sufficient authority to receive instructions, coordinate service delivery, deploy personnel and resources, resolve operational issues and implement corrective actions without unnecessary delay.

The Contractor shall cooperate fully with the Contract Administrator and shall promptly comply with all lawful instructions issued concerning the execution of the Services.

105. Contract Administration

The Contract Administrator shall monitor the Contractor's compliance with all contractual obligations, technical specifications, service level requirements, statutory obligations and performance standards prescribed under the Contract.

The Contract Administrator shall have unrestricted access to all areas covered under the Contract, operational records relating to service delivery, inspection reports, attendance records, equipment maintenance records and any other documentation reasonably required for contract management purposes.

Nothing contained in this Section shall relieve the Contractor of its sole responsibility for the proper execution of the Services.

106. Progress and Performance Reporting

The Contractor shall prepare and submit comprehensive Monthly Performance Reports to the Contract Administrator not later than the fifth (5th) working day of the following month.

Each report shall contain, as a minimum:

- a) Summary of cleaning activities undertaken during the reporting period.
- b) Compliance with approved cleaning schedules.
- c) Staff deployment and attendance records.
- d) Equipment availability and maintenance undertaken.
- e) Consumption of cleaning chemicals and consumables.
- f) Waste management activities.
- g) Health, safety and environmental incidents.
- h) Complaints received and corrective actions taken.
- i) Emergency cleaning requests attended.
- j) KPI performance results.
- k) Challenges encountered and proposed corrective measures.
- l) Planned activities for the succeeding month.

The Procuring Entity may require additional reports whenever considered necessary for effective contract administration.

107. Meetings

To facilitate effective contract management, the Contractor shall participate in meetings convened by the Procuring Entity.

The meetings shall include:

Meeting	Frequency	Purpose
Contract Inception Meeting	Once, immediately after contract award	Review contract requirements, reporting procedures, deployment programme and commencement arrangements.
Operational Review Meeting	Monthly	Review service delivery, KPI performance, complaints, corrective actions and payment certification.
Performance Review Meeting	Quarterly	Assess overall contract performance, service improvements, compliance and emerging operational issues.
Special Meetings	As required	Address emergencies, incidents, major service failures or other matters affecting contract performance.

Minutes of all meetings shall be prepared by the Procuring Entity and shall form part of the official contract records.

108. Inspections

The Procuring Entity may undertake scheduled or unannounced inspections at any time during the Contract period to verify compliance with contractual requirements.

Such inspections may include examination of:

- a) Cleaning standards.
- b) Staff deployment.
- c) Equipment availability.
- d) PPE compliance.
- e) Chemical storage.
- f) Waste management.
- g) Health and safety compliance.
- h) Record keeping.
- i) Service quality.

The Contractor shall provide full cooperation during inspections and shall promptly implement any lawful corrective instructions issued by the Contract Administrator.

109. Complaint Management

The Contractor shall establish and maintain an effective system for receiving, recording, investigating and resolving complaints relating to the Services.

Every complaint shall be entered into a Complaint Register indicating:

- a) Date and time received.
- b) Nature of complaint.
- c) Location.
- d) Person reporting.
- e) Corrective action taken.
- f) Date and time resolved.
- g) Officer responsible.

Complaints requiring immediate attention shall be acted upon without delay.

The Contractor shall provide updates to the Contract Administrator until each complaint has been fully resolved.

Repeated complaints relating to the same service area shall constitute evidence of poor performance during KPI evaluation.

110. Non-Conformance Reports (NCRs)

Where the Contract Administrator identifies deficiencies in service delivery, a Non-Conformance Report (NCR) may be issued.

The NCR shall describe:

- a) Nature of the non-conformance.
- b) Contract requirement not achieved.
- c) Evidence supporting the finding.
- d) Corrective action required.
- e) Deadline for compliance.

The Contractor shall investigate every NCR, identify its root cause and submit a written corrective action plan within the period specified by the Contract Administrator.

Failure to close an NCR within the prescribed period may result in service deductions, issuance of default notices or other contractual remedies.

111. Performance Monitoring

Performance shall be monitored continuously using the Key Performance Indicators established under Section 5.8.

Performance monitoring shall include:

- a) Routine inspections.

- b) Monthly performance evaluations.
- c) Customer feedback.
- d) Complaint analysis.
- e) KPI scoring.
- f) Service audits.
- g) Verification of staffing levels.
- h) Verification of equipment availability.
- i) Review of statutory compliance.
- j) Health and safety inspections.

The Procuring Entity may revise monitoring procedures where necessary to improve contract administration, provided such revisions do not alter the fundamental obligations of the Contract.

112. Records Management

The Contractor shall establish and maintain complete and accurate records relating to the execution of the Contract.

The records shall include, but shall not be limited to:

- a) Attendance registers.
- b) Deployment schedules.
- c) Cleaning schedules.
- d) Inspection reports.
- e) Complaint registers.
- f) Incident reports.
- g) Equipment maintenance records.
- h) Chemical inventory records.
- i) Waste disposal records.
- j) Training records.
- k) PPE issuance records.
- l) Monthly performance reports.

All records shall be retained for the duration of the Contract and for at least six (6) years after completion, or such longer period as may be required under applicable law.

The Procuring Entity shall have the right to inspect, copy or audit such records upon reasonable notice.

113. Communication Protocol

All official communication relating to the administration of the Contract shall be made in writing through the designated representatives of the Parties.

Instructions affecting the scope, quality, timing or administration of the Services shall be issued only by the Contract Administrator or another duly authorized representative of the Procuring Entity.

The Contractor shall not act upon verbal instructions that materially alter the Contract unless such instructions are confirmed in writing.

Urgent operational instructions may initially be communicated verbally but shall be confirmed in writing within a reasonable period.

114. Continuous Contract Improvement

Throughout the Contract period, the Contractor shall proactively identify opportunities for improving operational efficiency, service quality, environmental sustainability, occupational safety and cost effectiveness.

Recommendations for improvement shall be submitted in writing to the Contract Administrator for consideration. Any approved improvement initiative shall be implemented in accordance with the Contract and shall not alter the Contract Price unless processed as a formal contract variation in accordance with the Conditions of Contract.

115. Inspection, Acceptance and Certification of Services

The Procuring Entity shall inspect the Services periodically to determine whether the Contractor has complied with the technical specifications, performance standards, Key Performance Indicators (KPIs), Service Level Requirements and all other obligations prescribed under the Contract.

Inspection, acceptance and certification of the Services shall not relieve the Contractor of its responsibility for the quality of the Services or for any defects, deficiencies or omissions subsequently discovered during the Contract period.

The Contractor shall cooperate fully during all inspections and shall provide unrestricted access to all service areas, personnel, equipment, operational records and any other information reasonably required for verification of contract performance.

116. Routine Inspections

The Contract Administrator may conduct routine inspections on a daily, weekly or monthly basis to assess the quality of sanitation and cleaning services.

Routine inspections shall verify, among other matters:

- a) Compliance with approved cleaning schedules.
- b) General cleanliness of all designated facilities.
- c) Adequacy of staff deployment.
- d) Availability of cleaning equipment and consumables.
- e) Proper use of personal protective equipment.
- f) Compliance with occupational health and safety requirements.
- g) Waste management practices.
- h) Compliance with contractual performance standards.

Routine inspections may be conducted without prior notice where the Procuring Entity considers such inspections necessary for effective contract administration.

117. Joint Inspections

The Procuring Entity may conduct joint inspections together with the Contractor's Contract Manager to review the quality-of-service delivery and identify any deficiencies requiring corrective action.

Following each joint inspection, an inspection report shall be prepared indicating:

- a) Areas inspected.
- b) Findings.
- c) Deficiencies identified.
- d) Corrective measures required.
- e) Time allowed for rectification.
- f) Officers participating in the inspection.

The report shall be signed by representatives of both Parties. Where the Contractor declines to sign the report, the Procuring Entity shall record the refusal, and the findings shall remain valid where supported by objective evidence.

118. Rectification of Deficiencies

Where any deficiency is identified during inspection, the Contract Administrator may require the Contractor to undertake immediate corrective action.

Unless otherwise specified due to the nature of the deficiency, corrective action shall be completed within twenty-four (24) hours from notification.

Where the deficiency poses an immediate health, safety or environmental risk, the Contractor shall commence corrective action immediately upon notification.

The cost of correcting deficiencies arising from the Contractor's failure to perform the Services in accordance with the Contract shall be borne solely by the Contractor.

119. Acceptance of Services

Services shall be deemed acceptable only where the Contract Administrator is satisfied that:

- a) All scheduled cleaning activities have been completed.
- b) Required service frequencies have been achieved.
- c) Performance standards prescribed under the Contract have been met.
- d) KPI performance meets the minimum acceptable threshold.
- e) All identified deficiencies have been rectified.
- f) Required reports have been submitted.
- g) Statutory and contractual obligations have been complied with.

Acceptance shall relate only to the Services delivered during the relevant certification period and shall not constitute acceptance of future performance.

120. Monthly Certification of Services

At the end of each calendar month, the Contractor shall submit an application for certification together with supporting documentation demonstrating satisfactory completion of the Services.

The submission shall include, where applicable:

- a) Monthly Performance Report.
- b) Staff attendance records.
- c) Deployment schedules.
- d) Inspection reports.
- e) KPI performance results.
- f) Complaint resolution records.
- g) Equipment maintenance records.
- h) Waste management records.
- i) Incident reports.
- j) Any other documents reasonably required by the Contract Administrator.

The Contract Administrator shall review the submission and verify the Contractor's performance before issuing a Monthly Service Completion Certificate.

No payment shall be processed unless the Monthly Service Completion Certificate has been issued.

121. Conditional Acceptance

Where minor deficiencies exist that do not materially affect the overall quality of the Services, the Contract Administrator may issue a Conditional Acceptance Certificate requiring the Contractor to rectify the deficiencies within the period specified.

Failure to rectify such deficiencies within the prescribed period may result in withdrawal of the Conditional Acceptance, withholding of payment, application of service deductions or any other contractual remedy available to the Procuring Entity.

122. Rejection of Services

The Procuring Entity reserves the right to reject any Services that fail to comply with the requirements of the Contract.

Grounds for rejection may include, but shall not be limited to:

- a) Failure to achieve prescribed cleaning standards.
- b) Persistent non-compliance with approved cleaning schedules.
- c) Inadequate staffing.
- d) Failure to replenish consumables.
- e) Unsafe cleaning practices.
- f) Use of defective equipment.
- g) Use of substandard or prohibited chemicals.
- h) Failure to comply with health, safety or environmental requirements.
- i) Persistent failure to achieve minimum KPI scores.
- j) Failure to implement corrective actions within the prescribed period.

Where Services are rejected, the Contractor shall immediately undertake remedial measures at its own cost.

123 Independent Verification

The Procuring Entity reserves the right to conduct independent quality audits, technical inspections or compliance reviews at any time during the Contract period.

Such verification may include interviews with users of the facilities, review of operational records, physical inspections and any other assessment necessary to determine whether the Contractor is complying with the Contract.

The Contractor shall provide full cooperation during such verification exercises.

124. Effect of Certification

The issuance of any inspection report, acceptance certificate or Monthly Service Completion Certificate shall not:

- a) Waive any rights of the Procuring Entity under the Contract;
- b) Prevent the Procuring Entity from subsequently identifying defects or deficiencies;
- c) Relieve the Contractor from liability for poor workmanship, negligence or breach of contract; or

- d) Limit the Procuring Entity's right to require corrective action or pursue any remedy available under the Contract or applicable law.

The Contractor shall remain fully responsible for the satisfactory performance of the Services throughout the duration of the Contract.

125. Final Performance Evaluation

Before expiry or renewal of the Contract, the Procuring Entity shall undertake a comprehensive final performance evaluation covering the entire contract period.

The evaluation shall consider, among other matters:

- a) Overall compliance with contractual obligations;
- b) Achievement of KPIs and Service Levels;
- c) Responsiveness to complaints and emergencies;
- d) Health, safety and environmental compliance;
- e) Quality of reporting and contract administration;
- f) Customer satisfaction;
- g) Timeliness of corrective actions; and
- h) Overall value for money achieved under the Contract.

The outcome of the final performance evaluation shall be taken into account when determining whether the Contract should be renewed, closed out, or whether the Contractor's performance should be considered in future procurement opportunities, in accordance with the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Asset Disposal Regulations, 2020.

Certainly. From this point onward, the document should adopt the style commonly used in World Bank, AfDB, UN, and PPRA bidding documents—predominantly narrative with very limited use of tables. The Payment Provisions section is therefore drafted in prose rather than bullet points.

126. Payment Provisions

Payment for the Services shall be made in accordance with the terms and conditions of the Contract upon satisfactory performance of the Services and certification by the Procuring Entity. The Contract shall be a fixed-price service contract unless otherwise varied in accordance with the Conditions of Contract. The Contractor shall be deemed to have included in the Contract Price all costs necessary for the complete and satisfactory execution of the Services, including labour, supervision, transport, equipment, machinery, cleaning chemicals,

consumables, uniforms, personal protective equipment, statutory contributions, insurance, taxes, overheads and profit.

The Contractor shall submit a monthly invoice after completion of the Services for the relevant billing period. The invoice shall only be submitted after the Contract Administrator has verified satisfactory performance and issued the Monthly Service Completion Certificate in accordance with Section 5.14 of this Tender Document.

Each invoice shall be accompanied by all supporting documentation necessary to demonstrate that the Services have been performed in accordance with the Contract. Such documentation shall include the Monthly Service Completion Certificate, the Monthly Performance Report, attendance and deployment records, inspection reports, records of complaints received and resolved during the reporting period, evidence of compliance with the prescribed Key Performance Indicators and any other documentation reasonably required by the Procuring Entity for purposes of payment verification.

Upon receipt of the invoice and supporting documentation, the Procuring Entity shall review the submission to confirm that the Services have been satisfactorily performed and that all contractual obligations applicable to the relevant payment period have been fulfilled. Where the documentation is incomplete or where deficiencies are identified, the Procuring Entity may return the invoice to the Contractor for correction or request additional information before payment is processed. Any delay arising from incomplete or inaccurate documentation submitted by the Contractor shall not constitute a delay attributable to the Procuring Entity.

The Procuring Entity shall certify only those Services that have been satisfactorily completed in accordance with the Contract. Certification of payment shall not constitute acceptance of defective or incomplete Services, nor shall it relieve the Contractor of responsibility for correcting any deficiencies subsequently identified.

Where the Contractor fails to achieve the prescribed performance standards, Key Performance Indicators or Service Level Requirements, the Procuring Entity reserves the right to withhold certification for the affected Services until the deficiencies have been rectified to the satisfaction of the Contract Administrator. Where deficiencies cannot reasonably be rectified within the relevant payment period, the Procuring Entity may certify payment only for the satisfactorily completed portion of the Services and withhold payment for the deficient portion until compliance has been achieved.

The Procuring Entity further reserves the right to apply appropriate deductions from the certified monthly payment where it is established that the Contractor has failed to perform any part of the Services, has persistently failed to comply with the approved cleaning

schedules, has failed to maintain adequate staffing levels, has failed to replenish required consumables, has failed to comply with occupational health, safety or environmental requirements, or has otherwise failed to meet the obligations prescribed under the Contract. Any such deductions shall be based on objective evidence obtained through inspections, performance evaluations, complaint records, audit reports or other documented means of verification and shall be communicated to the Contractor together with the reasons supporting the deductions.

The Contractor shall remain responsible for the payment of all wages, statutory deductions, taxes, insurance premiums and any other financial obligations relating to its personnel and operations. Under no circumstances shall the Procuring Entity assume liability for salaries, statutory remittances, employment benefits or any other obligations owed by the Contractor to its employees, subcontractors, suppliers or other third parties.

Payment shall be made in Kenya Shillings through electronic funds transfer to the bank account nominated by the Contractor in the Contract. Subject to the availability of funds and compliance with all contractual requirements, payment shall be processed within the period specified in the Special Conditions of Contract after receipt of a complete and accurate invoice together with all supporting documentation.

No advance payment shall be made under this Contract unless expressly provided for in the Special Conditions of Contract. Similarly, no claim for additional payment shall be considered unless it arises from a variation that has been approved in writing by the Procuring Entity in accordance with the applicable provisions of the Contract.

The Contractor acknowledges that the Contract Price shall constitute full compensation for all obligations arising under the Contract and that no additional payment shall be due in respect of matters that ought reasonably to have been included in the Contractor's Tender.

Any dispute relating to certification, deductions or payment shall be resolved in accordance with the dispute resolution procedures prescribed under the Conditions of Contract. Pending resolution of any dispute, the Contractor shall continue to perform the Services diligently and without interruption, unless otherwise directed in writing by the Procuring Entity.

The Procuring Entity reserves the right to withhold payment where required by law, by a lawful order of a competent authority or where the Contractor is found to have engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the execution of the Contract. Such withholding shall be without prejudice to any other remedies available under the Contract or under applicable law.

127. Service Level Agreement (SLA)

The Contractor shall provide sanitation and cleaning services in accordance with the Service Level Agreement contained in this Section. The Service Level Agreement establishes the minimum operational standards expected throughout the duration of the Contract and shall constitute an integral part of the Contract. Failure to comply with the prescribed service levels shall constitute unsatisfactory performance and may result in the application of the contractual remedies provided under the Contract.

The Contractor shall ensure that all designated areas remain clean, hygienic, safe and fit for their intended use at all times. Service delivery shall be continuous, proactive and responsive to operational requirements, with due regard to occupational health, environmental protection and the operational needs of the Procuring Entity.

The Contractor shall organize its operations in a manner that prevents disruption of the Procuring Entity's activities and shall promptly respond to routine, urgent and emergency cleaning requirements as they arise.

128. Service Availability

The Contractor shall ensure that sanitation and cleaning services remain continuously available throughout the Contract period in accordance with the approved work schedules and any additional operational requirements communicated by the Contract Administrator.

The Contractor shall maintain sufficient personnel, equipment, cleaning materials and consumables to ensure uninterrupted service delivery. Temporary shortages of labour, equipment failure, transport challenges or stock depletion shall not excuse failure to meet the required service levels.

Where operational circumstances require additional cleaning services outside the normal work programme, the Contractor shall deploy adequate resources without undue delay and in accordance with the Contract Administrator's instructions.

129. Response Times

The Contractor shall respond to service requests within the maximum response periods specified below.

Service Requirement	Maximum Response Time
Routine cleaning request	Within one (1) hour during normal working hours
Urgent cleaning arising from operational requirements	Within thirty (30) minutes

Emergency cleaning involving spillages, contamination or safety hazards	Immediately, and in any event not later than fifteen (15) minutes after notification
Replacement of absent operational personnel	Within two (2) hours
Replacement of defective equipment affecting service delivery	Within four (4) hours
Replenishment of depleted washroom consumables	Within thirty (30) minutes after notification
Rectification of inspection deficiencies	Within twenty-four (24) hours unless otherwise directed

Failure to comply with the prescribed response times shall be recorded as a service deficiency and considered during monthly performance evaluation.

130. Quality Standards

The Contractor shall ensure that all cleaning activities consistently achieve the quality standards prescribed under this Tender Document.

Floors shall remain clean, dry where appropriate, free from litter, dust, stains and accumulated dirt. Washrooms shall remain hygienic, deodorized, adequately stocked with consumables and free from offensive odours. Furniture, fittings, windows, doors and other surfaces shall be maintained in a clean condition without visible dust, fingerprints or stains. Waste receptacles shall be emptied before reaching full capacity and maintained in a clean and sanitary condition. External paved areas shall remain free from litter, accumulated debris and any conditions likely to create health or safety risks.

The Contractor shall immediately rectify any condition that fails to meet the required quality standards.

131. Staffing Availability

The Contractor shall maintain sufficient staffing levels throughout the Contract period to achieve the prescribed service standards.

Supervisory personnel shall remain available throughout operational hours and shall maintain effective oversight of all cleaning activities.

Any absence of operational personnel shall be addressed immediately through suitable replacement arrangements so that service delivery is not interrupted.

132. Equipment Availability

All equipment deployed under the Contract shall remain operational and available for use whenever required.

Preventive maintenance shall be planned so as not to interfere with service delivery.

Where equipment becomes defective, the Contractor shall immediately deploy suitable replacement equipment pending repair or permanent replacement.

134. Consumables Availability

Cleaning materials, chemicals and washroom consumables shall remain continuously available throughout the Contract period.

The Contractor shall establish appropriate inventory controls to prevent stock shortages and shall replenish consumables before depletion occurs.

Failure to maintain adequate consumable stocks shall constitute a service failure irrespective of the reason for the shortage.

135. Performance Monitoring

Compliance with this Service Level Agreement shall be monitored continuously by the Procuring Entity through inspections, operational audits, review of performance reports, complaint analysis, user feedback and measurement of the Key Performance Indicators prescribed under Section 5.8.

The Procuring Entity may carry out announced or unannounced inspections at any time during the Contract period to verify compliance with the Service Level Agreement.

Where deficiencies are identified, the Contractor shall implement immediate corrective action in accordance with the instructions issued by the Contract Administrator.

136. Continuous Improvement

The Contractor shall continuously review its operational procedures and identify opportunities for improving service quality, operational efficiency, occupational safety and environmental sustainability.

Recommendations for service improvement shall be submitted to the Contract Administrator whenever opportunities for enhancement are identified. Any approved improvements shall be implemented in accordance with the Contract without reducing the prescribed service levels.

137. Failure to Achieve Service Levels

Where the Contractor consistently fails to achieve the service levels established under this Agreement, the Procuring Entity may require the Contractor to prepare and implement a Performance Improvement Plan identifying the causes of the deficiencies, the corrective measures to be implemented and the period within which full compliance shall be achieved.

Persistent failure to attain the prescribed service levels shall constitute unsatisfactory contract performance and may result in withholding of payment for deficient services, application of contractual deductions, issuance of default notices, non-renewal of the Contract or termination of the Contract in accordance with the General Conditions of Contract and the Special Conditions of Contract.

138. Activity Schedule

The Activity Schedule forms part of the technical requirements of this Tender and defines the minimum sanitation and cleaning activities to be performed by the Contractor throughout the Contract period. It establishes the frequency of service delivery, the unit of measurement and the expected performance outputs against which contract implementation shall be monitored.

The Activity Schedule is intended to provide a common basis for tender pricing and contract administration. Tenderers shall familiarize themselves with the scope of work, inspect the facilities during the mandatory site visit and satisfy themselves regarding the extent of the Services before submitting their Tenders.

The quantities and frequencies indicated in the Activity Schedule represent the Procuring Entity's estimated requirements based on current operational needs. They are intended solely for evaluation and contract administration purposes and shall not be construed as a guarantee of the exact quantities of work that may be required during the Contract period. The Contractor shall perform all Services necessary to maintain the required standards of cleanliness and hygiene, whether or not every activity is specifically listed, provided that such Services fall within the general scope of the Contract.

The Contractor shall ensure that every activity is completed in accordance with the frequencies prescribed in this Schedule unless otherwise directed in writing by the Contract Administrator.

139. Daily Activities

Activity	Service Area	Unit of Measurement	Minimum Frequency
Sweeping, mopping and damp cleaning of floors	Administrative offices, executive offices, reception areas, boardrooms, meeting	Area serviced	Daily or as required

	rooms, Factory, Engineering & ETP		
Cleaning and disinfecting washrooms, urinals, hand wash basins and mirrors	All washroom facilities	Facility serviced	Not less than three (3) times daily and whenever necessary
Collection and disposal of waste from offices and common areas	All designated waste collection points	Waste point serviced	Daily or whenever bins reach capacity
Cleaning and disinfecting kitchens, kitchenettes and canteen areas	Food preparation and dining areas	Area serviced	Daily
Cleaning of staircases, corridors and lift lobbies	Internal circulation areas	Area serviced	Daily
Dusting of furniture, fixtures, equipment and fittings	All occupied offices and common areas	Area serviced	Daily
Replenishment of washroom consumables	Washrooms	Facility serviced	Continuous throughout working hours
Spot cleaning of internal glass and entrance doors	Reception areas and entrances	Area serviced	Daily
Cleaning of external entrances, walkways and paved areas	External access areas	Area serviced	Daily

140.Weekly Activities

Activity	Service Area	Unit of Measurement	Minimum Frequency
Machine scrubbing and polishing of hard floors	Designated floor surfaces	Area serviced	Once weekly
High-level dusting of walls, ledges and fittings	All designated facilities	Area serviced	Once weekly
Cleaning of internal partition glass	Offices and meeting rooms	Area serviced	Once weekly
Cleaning of doors, door frames and skirting	All buildings	Area serviced	Once weekly
Cleaning of Drainages	Drainages	Area serviced	Once weekly
Cleaning of refuse holding areas	Waste management areas	Area serviced	Once weekly

140.Monthly Activities

Activity	Service Area	Unit of Measurement	Minimum Frequency
Deep cleaning of offices and common areas	All administrative buildings	Area serviced	Monthly
Machine shampooing of carpets	Carpeted areas	Area serviced	Monthly or as directed
Cleaning of internal light fittings, air vents and ceiling fans	Designated facilities	Area serviced	Monthly

Cleaning of external glazing where safely accessible	Designated buildings	Area serviced	Monthly
Detailed cleaning of furniture upholstery	Boardrooms, executive offices and meeting rooms	Area serviced	Monthly
Inspection and deep cleaning of storage areas	Stores and archives	Area serviced	Monthly

141. Quarterly Activities

Activity	Service Area	Unit of Measurement	Minimum Frequency
Intensive floor restoration and polishing	Hard floor surfaces	Area serviced	Quarterly
Comprehensive deep cleaning of all facilities	Entire premises	Facility serviced	Quarterly
Cleaning of high-level structures accessible without specialized industrial access equipment	Approved locations	Area serviced	Quarterly
Comprehensive sanitation audit and preventive cleaning review	Entire contract area	Contract	Quarterly

142. Emergency and Special Cleaning Services

The Contractor shall provide emergency cleaning services whenever required by the Procuring Entity. Such services shall include, but shall not be limited to, cleaning arising from accidental spillages, flooding, contamination incidents, special events, inspections, occupational health incidents and any other unforeseen operational requirements.

Emergency cleaning services shall be performed within the response times prescribed under the Service Level Agreement and shall not relieve the Contractor of its obligation to continue routine cleaning activities.

Where emergency services require deployment of additional personnel or equipment beyond normal operations, the Contractor shall make such resources available immediately without compromising the quality of routine service delivery.

143. Adjustment of Activities

The Procuring Entity reserves the right to adjust cleaning schedules, frequencies or priorities where operational requirements change during the Contract period. Such adjustments shall not constitute a variation of the Contract provided they remain within the general scope of the Services and do not fundamentally alter the nature of the Contract.

Where any adjustment significantly affects the scope of work or the Contract Price, it shall be processed in accordance with the variation provisions contained in the Conditions of Contract.

144. Mobilization

Immediately after receipt of the written Notice to Commence, the Contractor shall implement its approved mobilization programme and ensure that all operational resources are available before commencement of routine service delivery.

Mobilization shall include deployment of personnel, installation of equipment where necessary, delivery of cleaning materials and consumables, establishment of communication channels, orientation of supervisory staff, familiarization with the Site and completion of all administrative arrangements necessary for efficient contract implementation.

The Procuring Entity may inspect the Contractor's mobilization arrangements before authorizing commencement of routine operations. Where deficiencies are identified, the Contractor shall rectify them promptly and before commencement of the Services.

145. Contractor's General Obligations

Throughout the duration of the Contract, the Contractor shall execute the Services with due skill, care, diligence and efficiency in accordance with accepted professional standards applicable to institutional sanitation and cleaning services.

The Contractor shall ensure that adequate personnel, equipment and materials remain available throughout the Contract period and shall promptly replace any resource that becomes unavailable, defective or unsuitable for continued service delivery.

The Contractor shall comply with all lawful instructions issued by the Contract Administrator relating to the execution of the Services, provided that such instructions do not fundamentally alter the scope of the Contract without the appropriate contractual variation procedures.

146. Standard of Performance

The Contractor warrants that the Services shall be performed in accordance with internationally recognized professional cleaning standards, the requirements prescribed under this Contract and all applicable laws of the Republic of Kenya.

The Contractor shall exercise all reasonable skill and diligence necessary to ensure that the Services consistently achieve the prescribed standards of cleanliness, hygiene, occupational safety and environmental protection.

Failure to maintain the required standards shall constitute unsatisfactory performance and shall entitle the Procuring Entity to invoke the remedies available under the Contract.

147. Continuity of Service

The Contractor shall organize its operations to ensure uninterrupted provision of sanitation and cleaning services throughout the Contract period.

The Contractor shall maintain contingency arrangements sufficient to address employee absenteeism, equipment breakdown, supply chain interruptions, transport challenges and any other operational circumstances likely to affect service delivery.

No interruption in the Services shall occur due to internal administrative, financial or logistical challenges affecting the Contractor.

148. Access to the Site

The Procuring Entity shall provide the Contractor with reasonable access to the Site to enable performance of the Services.

Access shall be subject to the Procuring Entity's security procedures, operational requirements and safety regulations.

The Contractor shall ensure that all personnel comply fully with access control measures, identification requirements and security instructions applicable within the Company's premises.

The Procuring Entity reserves the right to restrict access to sensitive operational areas where necessary for security, safety or operational reasons.

149. Working Hours

Routine sanitation and cleaning services shall be performed during the working hours approved by the Procuring Entity or at such other times as may be necessary to avoid disruption of the Company's operations.

Where operational requirements necessitate cleaning outside normal working hours, including weekends or public holidays, the Contractor shall provide the required services without compromising the prescribed service standards.

Nothing contained in this Clause shall relieve the Contractor of its obligation to respond immediately to emergency cleaning requirements whenever they arise.

150. Extension of Time

Where the Contractor is prevented from performing the Services due to circumstances beyond its reasonable control and not attributable to its negligence or default, the Contractor may submit a written request for an extension of time.

The request shall be submitted within seven (7) days after the occurrence of the event giving rise to the delay and shall be accompanied by sufficient evidence demonstrating the nature, cause and anticipated duration of the delay.

The Procuring Entity may grant such extension as it considers reasonable after evaluating the circumstances of the request. The granting of an extension of time shall not entitle the Contractor to any additional payment unless expressly provided for elsewhere in the Contract.

151. Contract Review

The Procuring Entity may periodically review the implementation of the Contract to determine whether the Services continue to meet operational requirements and contractual expectations.

Such reviews may consider service quality, compliance with Key Performance Indicators, statutory obligations, customer satisfaction, responsiveness, health and safety performance and overall value for money.

The findings of such reviews may inform decisions relating to performance improvement measures, contract renewal, application of contractual remedies or contract close-out.

152. Obligations of the Procuring Entity and the Contractor

153. Mutual Obligations

The Parties shall cooperate in good faith throughout the duration of the Contract to facilitate its successful implementation. Each Party shall perform its respective obligations diligently, promptly and in a manner that promotes efficient service delivery, transparency and accountability.

Neither Party shall unreasonably delay, obstruct or interfere with the performance of the other Party's contractual obligations.

154. Obligations of the Procuring Entity

The Procuring Entity shall appoint a Contract Administrator or such other authorized representative as may be necessary to oversee the implementation of the Contract.

The Procuring Entity shall provide the Contractor with reasonable access to the designated premises during approved working hours and at such other times as may reasonably be required for the execution of the Services, subject to applicable security, operational and safety requirements.

The Procuring Entity shall identify the areas to be cleaned, communicate any operational requirements affecting service delivery and provide timely instructions necessary for the proper execution of the Services.

The Procuring Entity shall monitor the Contractor's performance through inspections, audits, performance evaluations and such other contract administration mechanisms as may be appropriate under the Contract.

Where the Contractor has satisfactorily performed the Services and complied with all contractual requirements, the Procuring Entity shall process payment in accordance with the payment provisions of the Contract and subject to the availability of funds.

The Procuring Entity shall promptly notify the Contractor of any observed deficiencies requiring corrective action and shall provide reasonable opportunity for the Contractor to remedy such deficiencies within the period prescribed under the Contract.

The Procuring Entity shall not issue instructions that fundamentally alter the scope of the Contract except through the variation procedures prescribed in these Conditions of Contract.

155. Obligations of the Contractor

The Contractor shall execute the Services professionally, efficiently and continuously throughout the Contract period in accordance with the provisions of the Contract, applicable legislation and accepted professional standards for institutional sanitation and cleaning services.

The Contractor shall provide, at its own cost, all personnel, supervision, equipment, machinery, tools, vehicles, cleaning chemicals, disinfectants, consumables, personal protective equipment, uniforms, communication facilities and every other resource necessary for the satisfactory performance of the Services.

The Contractor shall ensure that all personnel deployed under the Contract are competent, adequately trained, medically fit where applicable, properly supervised and capable of performing their assigned duties safely and efficiently.

The Contractor shall remain solely responsible for the recruitment, remuneration, discipline, statutory obligations, insurance, welfare and management of its employees and shall indemnify the Procuring Entity against any employment-related claims arising from the execution of the Contract.

The Contractor shall maintain sufficient operational capacity throughout the Contract period and shall ensure that equipment, personnel and consumables remain available at all times to achieve the prescribed service standards.

The Contractor shall promptly comply with all lawful instructions issued by the Contract Administrator concerning the execution of the Services..

156. Professional Standards

The Contractor shall perform the Services using recognized professional standards applicable to institutional and industrial sanitation and cleaning services.

All work shall be carried out with due skill, care and diligence and in accordance with the technical specifications, Key Performance Indicators, Service Level Agreement and any other requirements forming part of the Contract.

The Contractor shall continually review its operational procedures with the objective of improving efficiency, service quality and customer satisfaction.

157. Duty to Report

The Contractor shall immediately notify the Contract Administrator of any matter likely to affect the proper performance of the Services.

Without limiting the generality of the foregoing, the Contractor shall promptly report accidents, occupational injuries, fires, flooding, environmental incidents, equipment failures, security breaches, suspected criminal activities, damage to the Procuring Entity's property and any other unusual occurrence observed during the execution of the Services.

The Contractor shall also notify the Procuring Entity whenever circumstances arise that may reasonably be expected to affect the quality, continuity or timeliness of service delivery.

158. Duty to Protect Property

The Contractor shall exercise all reasonable care to safeguard the Procuring Entity's buildings, equipment, furniture, fixtures, installations, records, utilities, landscaping and every other asset located within the areas covered by the Contract.

The Contractor shall ensure that cleaning methods, chemicals and equipment used during execution of the Services do not damage the Procuring Entity's property.

Where damage occurs due to the negligence, omission or wrongful act of the Contractor or its personnel, the Contractor shall promptly repair or replace the damaged property at its own expense to the satisfaction of the Procuring Entity.

159. Confidentiality and Data Protection

During the execution of the Contract, the Contractor and its personnel may obtain access to confidential information relating to the Procuring Entity's operations, employees, visitors, production processes, financial information, records, security arrangements or any other proprietary information.

The Contractor shall maintain strict confidentiality with respect to all such information and shall not disclose, copy, reproduce or use it for any purpose other than the performance of the Contract without the Procuring Entity's prior written consent or unless disclosure is required by law.

The Contractor shall implement appropriate administrative and technical safeguards to protect confidential information against unauthorized access, loss, misuse or disclosure.

These obligations shall survive the expiration or termination of the Contract.

160. Cooperation During Audits and Investigations

The Contractor shall cooperate fully with the Procuring Entity, internal auditors, external auditors, regulatory authorities and any other persons lawfully authorized to inspect or investigate matters relating to the Contract.

Such cooperation shall include providing access to personnel, operational records, financial records relating to the Contract, equipment, facilities and any other information reasonably required for the purposes of inspection, verification or audit.

The Contractor shall promptly implement any lawful recommendations or corrective actions arising from such audits or investigations where they relate to the Contractor's contractual obligations.

161. Good Faith and Ethical Conduct

The Parties shall perform the Contract in good faith and shall conduct themselves with honesty, integrity, fairness and professionalism throughout the duration of the Contract.

The Contractor shall not engage in any fraudulent, corrupt, collusive, coercive or obstructive practice in connection with the procurement or execution of the Contract.

The Contractor shall ensure that its employees, agents and approved subcontractors observe the highest standards of ethical conduct while carrying out the Services.

Any violation of this Clause shall constitute a material breach of the Contract and may result in termination of the Contract, recovery of losses, debarment proceedings where applicable and any other remedies available under the law.

162. Personnel and Labour Matters

162.1 Status of Personnel

All personnel deployed under the Contract shall remain employees of the Contractor. Nothing contained in this Contract shall be construed as creating an employer-employee relationship between the Procuring Entity and the Contractor's personnel.

The Contractor shall exercise full managerial authority over its employees and shall remain solely responsible for their recruitment, appointment, deployment, supervision, remuneration, discipline, welfare and separation from employment.

The Contractor shall ensure that all personnel assigned to the Contract possess the qualifications, competence, integrity and experience necessary for the duties assigned to them.

162.2 Compliance with Labour Laws

The Contractor shall comply fully with all applicable labour and employment legislation of the Republic of Kenya, including but not limited to the Employment Act, the Labour Relations Act, the Labour Institutions Act, the Occupational Safety and Health Act, the Work Injury Benefits Act, the National Social Security Fund Act, the Social Health Insurance Act, the National Industrial Training Authority Act and all regulations made thereunder.

The Contractor shall ensure that its employment practices comply with statutory requirements relating to wages, working hours, leave entitlements, occupational safety, non-discrimination, equal opportunity, statutory deductions and any other employment obligations prescribed by law.

Failure to comply with labour legislation shall constitute a material breach of the Contract.

162.3 Remuneration and Statutory Obligations

The Contractor shall be solely responsible for the payment of salaries, wages, overtime, allowances, gratuities where applicable, statutory deductions, taxes, insurance premiums and every other financial obligation arising from the employment of its personnel.

The Contractor shall make all statutory remittances within the periods prescribed by law and shall maintain documentary evidence of compliance throughout the Contract period.

Upon request by the Procuring Entity, the Contractor shall provide evidence demonstrating compliance with statutory remittance obligations. Failure to provide such evidence may result in suspension of payment until satisfactory compliance has been demonstrated.

Under no circumstances shall the Procuring Entity assume responsibility for unpaid salaries, statutory deductions or any other employment-related liabilities of the Contractor.

162.4. Working Hours

The Contractor shall organize work schedules in accordance with applicable labour legislation while ensuring continuous provision of sanitation and cleaning services throughout the approved operational hours.

Where the operational requirements of the Procuring Entity necessitate work outside normal working hours, including weekends and public holidays, the Contractor shall deploy adequate personnel without compromising compliance with applicable labour laws.

The Contractor shall ensure that working hours, overtime arrangements and rest periods comply with statutory requirements and any applicable collective bargaining agreements.

162.5 Staff Conduct

The Contractor shall ensure that all personnel deployed under the Contract conduct themselves professionally, courteously and responsibly while performing their duties.

Personnel shall observe the rules, regulations, security procedures and workplace policies established by the Procuring Entity and shall comply with all lawful instructions issued by the Contract Administrator.

The Contractor shall ensure that its employees refrain from conduct likely to disrupt the operations of the Procuring Entity or compromise the safety, security or reputation of the Company.

162.6 Uniforms and Identification

The Contractor shall provide all personnel deployed under the Contract with clean, presentable and distinctive uniforms appropriate to the nature of the Services.

Each employee shall carry an official identification card issued by the Contractor and shall produce such identification whenever requested by an authorized representative of the Procuring Entity.

Uniforms and identification cards shall remain the property of the Contractor and shall be withdrawn immediately from employees who cease to be assigned to the Contract.

162.7. Training and Competency Development

The Contractor shall establish and maintain a structured programme for induction, training and continuous professional development of all personnel assigned to the Contract.

Training shall cover, as appropriate, sanitation and cleaning techniques, occupational health and safety, infection prevention and control, environmental protection, customer service, emergency response, proper handling of cleaning chemicals, waste management and any other subjects necessary for effective performance of the Services.

The Contractor shall maintain records of all training undertaken and shall make such records available for inspection by the Procuring Entity upon request.

162.8 Health, Safety and Welfare of Personnel

The Contractor shall take all reasonable measures to safeguard the health, safety and welfare of its employees while performing the Services.

The Contractor shall provide appropriate personal protective equipment, first aid arrangements, occupational safety training and any other protective measures necessary to prevent workplace injuries and occupational illnesses.

Where an employee sustains an injury or occupational illness during the execution of the Contract, the Contractor shall immediately provide appropriate medical attention and comply with all statutory reporting and compensation requirements.

The Procuring Entity shall not be responsible for medical expenses, compensation claims or other liabilities arising from injuries sustained by the Contractor's personnel except where such liability is established by law to arise directly from the negligence of the Procuring Entity.

162.9 Replacement of Personnel

The Contractor shall ensure that adequate personnel remain deployed throughout the Contract period.

Where any employee is absent, resigns, becomes medically unfit, is removed for misconduct or is otherwise unable to continue performing the Services, the Contractor shall provide a suitably qualified replacement without delay and without interruption to service delivery.

The Procuring Entity may require the removal and replacement of any member of the Contractor's personnel whose conduct, competence, integrity or performance is considered unsatisfactory, provided that the reasons for such request are communicated to the Contractor in writing.

The Contractor shall comply with such request within the period specified by the Contract Administrator and shall not be entitled to any additional payment arising from the replacement.

162.10 Industrial Relations

The Contractor shall maintain sound industrial relations throughout the duration of the Contract and shall take all reasonable measures to prevent labour disputes that may affect the continuity of the Services.

Where industrial action or any other labour-related disruption occurs or is anticipated, the Contractor shall immediately notify the Procuring Entity and implement appropriate contingency measures to ensure that service delivery continues without significant interruption.

Any labour dispute involving the Contractor and its employees shall remain the sole responsibility of the Contractor and shall not relieve the Contractor of its contractual obligations.

162.11 Indemnity for Employment Claims

The Contractor shall indemnify and keep indemnified the Procuring Entity, its officers, employees and agents against all claims, demands, proceedings, liabilities, losses, damages, costs and expenses arising from or relating to the employment of the Contractor's personnel, including claims for unpaid wages, statutory benefits, compensation, unfair termination, occupational injuries, discrimination, harassment or any other employment-related matter. This indemnity shall survive the expiration or termination of the Contract to the extent permitted by law.

163. Performance Security

163.1 Requirement for Performance Security

Within the period specified in the Letter of Acceptance and before the execution of the Contract, the successful Tenderer shall furnish the Procuring Entity with a Performance Security in the form and amount specified in the Special Conditions of Contract.

The Performance Security shall be issued by a reputable bank, insurance company or other financial institution authorized to issue such securities in the Republic of Kenya and acceptable to the Procuring Entity.

The purpose of the Performance Security shall be to secure the due performance of the Contractor's obligations under the Contract and to protect the Procuring Entity against losses arising from the Contractor's failure to perform the Contract in accordance with its terms and conditions.

Failure by the successful Tenderer to furnish the required Performance Security within the prescribed period shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security, without prejudice to any other remedies available to the Procuring Entity under the law.

163.2 Form and Validity of the Performance Security

The Performance Security shall be unconditional, irrevocable and payable on first written demand by the Procuring Entity without the necessity of proving default or loss, subject to the terms of the security instrument.

The security shall remain valid throughout the duration of the Contract and for such additional period as may be specified in the Special Conditions of Contract to enable the Procuring Entity to verify full compliance with the Contractor's obligations.

Where the Contract period is extended or renewed, the Contractor shall, before the expiry of the existing Performance Security, furnish an extension or replacement security covering the extended period.

Failure to maintain a valid Performance Security throughout the Contract period shall constitute a material breach of the Contract.

163.3 Purpose of the Performance Security

The Performance Security shall guarantee the faithful performance of all obligations undertaken by the Contractor under the Contract, including the timely commencement of the Services, continuous provision of the required sanitation and cleaning services, compliance with contractual performance standards, fulfilment of statutory obligations and satisfactory completion of all contractual requirements.

The existence of the Performance Security shall not limit or prejudice any other contractual or legal remedies available to the Procuring Entity.

163.4 Invocation of the Performance Security

The Procuring Entity may call upon the Performance Security, in whole or in part, where the Contractor commits a material breach of the Contract resulting in financial loss, operational disruption or failure to perform its contractual obligations.

Without limiting the generality of the foregoing, the Performance Security may be invoked where the Contractor fails to commence the Services within the prescribed period without lawful justification, abandons the Contract, persistently fails to achieve the prescribed performance standards, fails to maintain the required Performance Security, refuses to comply with lawful contractual instructions, becomes insolvent or enters liquidation, or where the Contract is terminated for default attributable to the Contractor.

Before invoking the Performance Security, the Procuring Entity shall, except where immediate action is necessary to protect public interest or preserve the continuity of essential services, issue a written notice to the Contractor specifying the nature of the default and allowing a reasonable opportunity to remedy the breach within the period stipulated in the notice.

163.5 Reduction or Replacement of the Performance Security

Where the Contract is varied, renewed or extended in a manner affecting the value or duration of the Contract, the Procuring Entity may require the Contractor to provide an adjusted Performance Security commensurate with the revised contractual obligations. Any replacement or amendment of the Performance Security shall take effect before the existing security expires to ensure that the Procuring Entity remains continuously protected throughout the Contract period.

163.6 Release of the Performance Security

Subject to satisfactory completion of the Contract and fulfilment of all contractual obligations, the Procuring Entity shall release the Performance Security within the period specified in the Special Conditions of Contract after the issuance of the Final Performance Evaluation Report and confirmation that there are no outstanding contractual obligations, claims or liabilities attributable to the Contractor.

The release of the Performance Security shall not prejudice any rights of the Procuring Entity arising from fraud, misrepresentation, latent defects or any liability that survives completion or termination of the Contract under applicable law.

163.7 Costs of the Performance Security

The Contractor shall bear all costs associated with obtaining, maintaining, renewing, replacing or extending the Performance Security.

No reimbursement shall be made by the Procuring Entity for any costs incurred by the Contractor in connection with the Performance Security.

163.8 No Limitation of Liability

The furnishing of the Performance Security shall not relieve the Contractor of any responsibility or liability arising under the Contract.

Where the Procuring Entity suffers losses exceeding the value of the Performance Security, it shall retain the right to recover the balance from the Contractor through any lawful means available under the Contract or applicable law.

Similarly, where only part of the Performance Security is called upon, the Contractor shall, upon written request by the Procuring Entity, restore the Performance Security to its original value within the period specified by the Contract Administrator.

163.9 Survival of Obligations

The expiry or release of the Performance Security shall not extinguish any obligation or liability of the Contractor that, by its nature or by the express provisions of the Contract, survives completion, expiration or termination of the Contract.

The Contractor shall remain responsible for any outstanding claims, indemnities, confidentiality obligations, statutory liabilities and any other obligations that survive the Contract in accordance with its terms and applicable law.

164. Insurance

164.1 General Insurance Obligations

The Contractor shall, at its own cost and throughout the duration of the Contract, procure and maintain all insurance policies necessary to protect the Procuring Entity, the Contractor, the Contractor's personnel and third parties against risks arising from the execution of the Services.

All insurance policies shall be obtained from insurance companies licensed by the Insurance Regulatory Authority of Kenya and acceptable to the Procuring Entity.

The Contractor shall ensure that the insurance policies remain valid throughout the Contract period and shall promptly renew, replace or extend them whenever necessary to avoid any lapse in coverage.

The Contractor shall not commence the Services until satisfactory evidence of the required insurance policies has been submitted to and accepted by the Procuring Entity.

164.2 Public Liability Insurance

The Contractor shall maintain Public Liability Insurance against legal liability for bodily injury, death or damage to property suffered by third parties arising out of or in connection with the execution of the Contract.

The insurance shall provide adequate indemnity for claims arising from negligence, accidents, omissions or other acts attributable to the Contractor, its employees, agents or approved subcontractors.

The minimum amount of cover shall be specified in the Special Conditions of Contract or such higher amount as may be required by law.

164.3 Employer's Liability and Work Injury Insurance

The Contractor shall maintain Employer's Liability Insurance and insurance under the Work Injury Benefits Act (WIBA) covering all employees deployed under the Contract.

The insurance shall provide compensation for occupational injuries, occupational diseases and death arising out of or in the course of employment in accordance with applicable legislation.

The Contractor shall remain solely responsible for fulfilling all statutory obligations relating to occupational injuries, compensation and employee welfare.

164.4 Group Personal Accident Insurance

The Contractor shall maintain a Group Personal Accident Insurance policy covering all personnel assigned to the Contract against accidental death, permanent disability, temporary disability and such other risks as may reasonably arise during execution of the Services.

The existence of this insurance shall not relieve the Contractor of any statutory or contractual obligation owed to its employees.

164.5 Property Damage Insurance

The Contractor shall maintain adequate insurance against accidental loss of or damage to the Contractor's equipment, machinery, vehicles, tools, materials and any other property brought onto the Procuring Entity's premises for purposes of performing the Services.

The Procuring Entity shall not be liable for loss of or damage to the Contractor's property except where such loss is directly attributable to the negligence or wilful misconduct of the Procuring Entity.

164.6 Motor Vehicle Insurance

Where motor vehicles are used in connection with the execution of the Contract, the Contractor shall ensure that each vehicle is insured in accordance with the Traffic Act and all other applicable laws of Kenya.

The insurance shall include third-party liability and any additional cover reasonably necessary for the execution of the Services.

The Contractor shall ensure that all vehicles are roadworthy, properly licensed and operated only by duly qualified and licensed drivers.

164.7 Evidence of Insurance

Before commencement of the Services, the Contractor shall submit to the Procuring Entity certified copies of all insurance policies, certificates of insurance and premium payment receipts or such other evidence as the Procuring Entity may reasonably require.

The Procuring Entity may request updated evidence of insurance at any time during the Contract period.

Where an insurance policy is due to expire before completion of the Contract, the Contractor shall submit evidence of renewal before the expiry date.

Failure to maintain valid insurance throughout the Contract period shall constitute a material breach of the Contract.

164.8 Notification of Claims and Incidents

The Contractor shall promptly notify both the insurer and the Procuring Entity of any accident, injury, property damage or other event likely to give rise to an insurance claim.

Such notification shall be made immediately upon becoming aware of the incident and shall be followed by a detailed written report within twenty-four (24) hours or within such shorter period as may be required by law or the applicable insurance policy.

The Contractor shall take all reasonable measures to minimize further loss or damage and shall cooperate fully with the Procuring Entity, insurers, investigators and regulatory authorities during the investigation and settlement of any claim.

164.9 Failure to Maintain Insurance

Where the Contractor fails to obtain or maintain any insurance required under this Contract, the Procuring Entity may, after giving written notice to the Contractor, procure such insurance at the Contractor's expense where practicable or take such other measures as may be necessary to protect its interests.

Any costs incurred by the Procuring Entity in obtaining such insurance or mitigating uninsured risks may be recovered from monies due or becoming due to the Contractor or by any other lawful means.

The Procuring Entity's exercise of this right shall not relieve the Contractor of its contractual obligations or liabilities under the Contract.

164.10 Indemnity

The Contractor shall indemnify and keep indemnified the Procuring Entity, its directors, officers, employees and agents against all claims, demands, actions, proceedings, losses, damages, liabilities, costs and expenses arising from the execution of the Services to the extent that such claims result from the negligence, breach of contract, omission or wrongful act of the Contractor, its employees, agents or approved subcontractors.

This indemnity shall include claims relating to bodily injury, death, damage to property, environmental contamination, employment matters and infringement of third-party rights.

The indemnity shall not extend to losses resulting solely from the negligence or wilful misconduct of the Procuring Entity.

164.11 Survival of Insurance Obligations

The Contractor shall remain responsible for any claim arising from an event occurring during the Contract period, notwithstanding that the claim is made after the expiry or termination of the Contract.

The expiration or termination of the Contract shall not affect the rights or liabilities of either Party arising from events occurring prior to such expiration or termination.

165. Variations and Contract Modifications

165.1 General Principles

No amendment, modification or variation of the Contract shall be valid unless it is made in writing and approved by the Procuring Entity in accordance with the provisions of this Contract and the applicable public procurement laws of Kenya.

The Contractor shall not implement any change affecting the scope of the Services, the Contract Price, the duration of the Contract or any other material contractual obligation without the Procuring Entity's prior written approval.

No verbal instruction, informal communication or conduct of either Party shall constitute a valid variation of the Contract.

165.2 Circumstances Giving Rise to Variations

A variation may be considered where it becomes necessary to adjust the Services due to operational requirements, changes in the Procuring Entity's facilities, unforeseen circumstances that could not reasonably have been anticipated at the time of tendering, changes in applicable laws or regulatory requirements, or any other circumstance that justifies modification of the Contract without fundamentally altering its nature.

The Procuring Entity shall not use the variation procedure to introduce services that are substantially different from those originally procured or to circumvent the competitive procurement process prescribed under the Public Procurement and Asset Disposal Act, 2015.

165.3 Initiation of Variations

A variation may be initiated by either Party.

Where the Procuring Entity considers that a variation is necessary, the Contract Administrator shall issue a written proposal describing the nature of the proposed change, the reasons for the variation and its anticipated impact on the execution of the Contract.

Where the Contractor considers that a variation is necessary for the proper execution of the Services, the Contractor shall submit a written request to the Contract Administrator setting out the reasons for the proposed variation together with an assessment of its technical, financial and operational implications.

Submission of a request for variation shall not authorize the Contractor to implement the proposed change before receiving written approval from the Procuring Entity.

165.4 Evaluation of Variations

Upon receipt of a proposal for variation, the Procuring Entity shall evaluate whether the proposed modification is necessary, lawful, technically justified and financially reasonable.

In undertaking the evaluation, the Procuring Entity may require the Contractor to provide additional information relating to the proposed variation, including revised work programmes, staffing proposals, cost breakdowns, schedules, technical specifications or any other information necessary to facilitate informed decision-making.

No variation shall take effect until the Procuring Entity has completed its evaluation and communicated its approval in writing.

165.5 Adjustment of the Contract Price

Where an approved variation results in an increase or reduction in the scope of the Services, the Contract Price may be adjusted to reflect the actual value of the approved variation.

Any adjustment to the Contract Price shall be determined using the rates and prices contained in the Contract wherever applicable. Where no appropriate rates exist, the Parties shall agree upon fair and reasonable rates consistent with prevailing market conditions and the principles of value for money.

Price adjustments shall be subject to the limitations prescribed under the Public Procurement and Asset Disposal Act, 2015 and any other applicable legal requirements governing public procurement contracts.

165.6 Adjustment of the Contract Period

Where an approved variation materially affects the time required for execution of the Services, the Procuring Entity may grant an appropriate extension of the Contract period.

The extension shall be limited to the period reasonably necessary to implement the approved variation and shall not relieve the Contractor of responsibility for delays arising from its own negligence, default or failure to properly manage its operations.

Approval of an extension of time shall not automatically entitle the Contractor to additional payment unless such payment forms part of the approved variation.

166. Variation Orders

Every approved variation shall be recorded in a written Variation Order issued by the Procuring Entity.

The Variation Order shall specify the nature and scope of the variation, the reasons for the modification, any adjustment to the Contract Price, any adjustment to the Contract period, the

effective date of the variation and any other conditions considered necessary for proper implementation.

The Contractor shall acknowledge receipt of the Variation Order and shall implement the approved variation strictly in accordance with its terms.

166.1 Records of Variations

The Contractor shall maintain complete and accurate records relating to every approved variation, including all supporting correspondence, technical evaluations, cost estimates, approvals, revised schedules and any other documentation relevant to the modification.

Such records shall form part of the official Contract records and shall be made available for inspection by the Procuring Entity, auditors or other authorized authorities upon request.

166.2 Unauthorized Variations

Any work undertaken by the Contractor without a duly authorized written Variation Order shall be deemed unauthorized.

The Procuring Entity shall not be liable for payment in respect of unauthorized work, nor shall the Contractor be entitled to any extension of time or additional compensation arising from such work.

The Contractor undertakes all unauthorized work entirely at its own risk and expense.

166.3 Effect of Variations

Except to the extent expressly modified by an approved Variation Order, all other provisions of the Contract shall remain unchanged and shall continue in full force and effect.

An approved variation shall not invalidate the Contract nor release either Party from the performance of any obligation that is not expressly affected by the approved modification.

167. Contract Price, Invoicing and Payment

167.1 Contract Price

The Contract Price shall be the amount stated in the Contract Agreement and shall constitute the total consideration payable by the Procuring Entity to the Contractor for the satisfactory performance of the Services in accordance with the Contract.

Unless otherwise expressly provided in the Special Conditions of Contract, the Contract Price shall remain firm and fixed throughout the duration of the Contract and shall not be subject to adjustment except in accordance with an approved variation made under Clause 7 of these Conditions of Contract or as otherwise permitted by applicable law.

The Contract Price shall be deemed to include all costs, expenses and obligations necessary for the execution of the Services, including personnel costs, supervision, equipment, machinery, vehicles, fuel, cleaning chemicals, consumables, uniforms, personal protective

equipment, insurance, statutory contributions, taxes, licences, permits, administrative expenses, overheads and profit.

The Contractor acknowledges that it has satisfied itself as to all matters affecting the execution of the Services and shall not be entitled to additional payment on account of any matter that ought reasonably to have been foreseen before submission of the Tender.

167.2 Taxes and Statutory Deductions

The Contract Price shall include all taxes, duties, levies and statutory charges applicable under the laws of the Republic of Kenya, unless expressly stated otherwise in the Contract.

The Procuring Entity shall deduct and remit any taxes required to be withheld under applicable legislation and shall issue the appropriate withholding tax certificates or other statutory documentation as required by law.

The Contractor shall remain solely responsible for the payment of all taxes, statutory contributions and other financial obligations arising from the execution of the Contract.

Where tax legislation changes during the Contract period and such change directly affects the Contract Price, the Parties shall implement the necessary adjustments only to the extent permitted under applicable law and the Contract.

167.3 Submission of Invoices

The Contractor shall submit a monthly tax invoice after completion of the Services for the relevant billing period and after issuance of the Monthly Service Completion Certificate by the Contract Administrator.

Each invoice shall clearly indicate the Contract Number, the billing period, the amount claimed, applicable taxes and any other information reasonably required by the Procuring Entity.

The invoice shall be accompanied by all supporting documents required under the Contract, including the Monthly Service Completion Certificate and any reports or records necessary to verify satisfactory performance.

Incomplete invoices or invoices unsupported by the required documentation may be returned to the Contractor for correction without creating any liability on the Procuring Entity for delayed payment.

167.4 Verification and Certification

Upon receipt of the Contractor's invoice, the Procuring Entity shall verify that the Services have been performed in accordance with the Contract.

Verification may include review of inspection reports, performance evaluations, attendance records, complaint registers, service logs, statutory compliance records and any other information relevant to the assessment of the Contractor's performance.

Where the Procuring Entity is satisfied that the Services have been properly performed, the Contract Administrator shall certify the amount properly due for payment.

Certification of an invoice shall not constitute acceptance of defective Services or prevent the Procuring Entity from subsequently exercising any rights available under the Contract in respect of defects, omissions or breaches discovered after payment.

168. Payment

Subject to satisfactory certification of the Services and receipt of a valid invoice together with all required supporting documentation, the Procuring Entity shall make payment within the period specified in the Special Conditions of Contract.

Payment shall be made by electronic funds transfer to the bank account designated by the Contractor in the Contract Agreement unless another lawful method of payment is agreed in writing by the Parties.

The Procuring Entity shall not be liable for delays in payment arising from incomplete documentation, incorrect banking details, disputed claims or circumstances beyond its reasonable control.

168.1 Deductions and Set-Off

Without prejudice to any other rights available under the Contract or applicable law, the Procuring Entity may deduct or set off against any payment due to the Contractor any amount that becomes payable by the Contractor to the Procuring Entity under the Contract.

Such deductions may include amounts relating to defective or incomplete Services, liquidated damages, costs incurred in remedying the Contractor's default, overpayments, statutory deductions required by law or any other amount lawfully recoverable under the Contract.

Before making any deduction, other than deductions required by law, the Procuring Entity shall notify the Contractor in writing of the basis and amount of the proposed deduction and, where appropriate, provide the Contractor with an opportunity to respond.

168.1 Disputed Invoices

Where any part of an invoice is disputed, the Procuring Entity shall notify the Contractor in writing, specifying the reasons for the dispute.

The Parties shall endeavour to resolve the disputed amount promptly through consultation.

The existence of a dispute concerning part of an invoice shall not prevent the Procuring Entity from paying any undisputed amount that has been properly certified.

Resolution of disputed amounts shall be undertaken in accordance with the dispute resolution provisions of the Contract.

168.1 Interest on Delayed Payments

Where payment is delayed beyond the period specified in the Special Conditions of Contract for reasons solely attributable to the Procuring Entity, the Contractor may be entitled to interest on the unpaid certified amount where such interest is provided for under the Contract or applicable law.

No interest shall be payable where the delay results from incomplete documentation submitted by the Contractor, unresolved disputes, failure to satisfy contractual conditions for payment or any circumstance attributable to the Contractor.

168.2 Final Account

Within thirty (30) days after completion or termination of the Contract, the Contractor shall submit a Final Account setting out all amounts claimed under the Contract together with any supporting documentation reasonably required by the Procuring Entity.

The Procuring Entity shall review the Final Account and determine the final amount payable after taking into account all previous payments, approved variations, deductions, recoveries and any other financial adjustments arising under the Contract.

Acceptance of the Final Account shall constitute final settlement of the Parties' financial obligations under the Contract except in respect of fraud, latent defects, indemnities, confidentiality obligations or any liability that expressly survives completion or termination of the Contract.

168.3 No Waiver

No payment made by the Procuring Entity shall constitute a waiver of any right arising under the Contract or operate as acceptance of defective, incomplete or non-compliant Services.

The Procuring Entity shall retain the right to require correction of defects, recover overpayments, enforce contractual remedies and pursue any other rights available under the Contract or applicable law notwithstanding any previous payment or certification.

169. Suspension of the Services

169.1. Right to Suspend

The Procuring Entity may, by written notice to the Contractor, suspend the whole or any part of the Services where such suspension is necessary in the public interest, for operational reasons, due to safety or security concerns, budgetary constraints, emergencies, investigations, suspected fraud or corruption, material breach of the Contract by the Contractor, or any other circumstance that reasonably justifies temporary interruption of the Services.

The notice of suspension shall specify the reasons for the suspension, the effective date, the extent of the Services affected and, where practicable, the anticipated duration of the suspension.

169.2 Contractor's Obligations During Suspension

Upon receipt of a notice of suspension, the Contractor shall immediately suspend performance of the affected Services to the extent directed by the Procuring Entity while continuing to perform any Services that are not affected by the suspension.

The Contractor shall take all reasonable steps to safeguard personnel, equipment, materials, records and any property belonging to the Procuring Entity under its custody or control.

The Contractor shall also take appropriate measures to minimize costs, prevent deterioration of equipment and preserve the ability to promptly resume the Services upon lifting of the suspension.

169.3 Continuity of Essential Services

Where the suspended Services include activities essential to the health, safety, environmental protection or security of the Procuring Entity, the Procuring Entity may require the Contractor to continue performing specified critical services notwithstanding the suspension.

The Contractor shall comply with such instructions and shall be entitled to payment for the Services actually performed in accordance with the Contract.

169.4 Financial Consequences of Suspension

Where the suspension results solely from circumstances attributable to the Procuring Entity and the Contractor is not in default, the Contractor shall be entitled to payment for Services satisfactorily performed before the effective date of suspension.

Subject to the provisions of the Special Conditions of Contract and applicable law, the Procuring Entity may also reimburse reasonable and properly substantiated costs necessarily incurred by the Contractor as a direct consequence of the suspension, provided that such costs could not reasonably have been avoided or mitigated.

The Contractor shall take all reasonable steps to reduce any additional costs arising from the suspension.

169.5 Suspension Resulting from Contractor Default

Where the suspension arises from the Contractor's failure to perform the Contract, breach of statutory obligations, unsafe working practices, persistent poor performance, misconduct, fraud, corruption or any other default attributable to the Contractor, the Contractor shall not be entitled to any compensation arising from the suspension.

Any costs incurred by the Procuring Entity in safeguarding its operations or maintaining continuity of services during such suspension may be recovered from the Contractor in accordance with the Contract.

169.6 Resumption of Services

Where the reasons giving rise to the suspension have ceased to exist, the Procuring Entity shall issue a written notice directing the Contractor to resume the affected Services.

The Contractor shall resume performance within the period specified in the notice and shall restore the Services to full operational capacity without unnecessary delay.

Failure to resume the Services within the prescribed period without lawful justification shall constitute a material breach of the Contract.

169.7 Extension of Time

Where a suspension not attributable to the Contractor materially affects the time required for performance of the Services, the Procuring Entity may grant a reasonable extension of the Contract period corresponding to the duration and impact of the suspension.

Such extension shall not automatically entitle the Contractor to additional payment unless expressly approved in accordance with the Contract.

169.8 Records During Suspension

The Contractor shall maintain accurate records of all activities, costs, personnel deployment and measures undertaken during the suspension period.

Such records shall be made available to the Procuring Entity upon request and shall support any claim for compensation or extension of time arising from the suspension.

169.9 Inspection During Suspension

The Procuring Entity shall retain the right, during any period of suspension, to inspect the Contractor's equipment, records, materials and any work performed under the Contract for the purpose of verifying compliance with contractual obligations and safeguarding public assets.

The Contractor shall provide all reasonable assistance required to facilitate such inspections.

169.10 Effect of Suspension

A suspension under this Clause shall not terminate the Contract unless expressly stated by the Procuring Entity or unless the Contract is subsequently terminated in accordance with these General Conditions of Contract.

During the suspension period, all obligations of the Parties not affected by the suspension shall continue in full force and effect, including obligations relating to confidentiality, insurance, protection of property, record keeping, statutory compliance and cooperation.

Neither Party shall regard the suspension itself as a repudiation of the Contract.

169.11 Mitigation of Loss

Both Parties shall take all reasonable steps to mitigate any loss, expense or disruption arising from the suspension.

Neither Party shall be entitled to recover losses that could reasonably have been avoided through prudent management and timely mitigation measures.

170. Payment Terms

Payment shall be made **within thirty (30) days** after—

- a) satisfactory completion of the monthly Services;
- b) certification by the Contract Administrator;
- c) receipt of a valid tax invoice; and
- d) submission of all supporting documents required under the Contract.

Payments shall be made through Electronic Funds Transfer (EFT) to the Contractor's nominated bank account.

171. Insurance

The Contractor shall maintain throughout the Contract period—

- a) Public Liability Insurance of not less than **KSh 5,000,000** for any one occurrence;
- b) Employer's Liability Insurance;
- c) Work Injury Benefits Act (WIBA) Insurance;
- d) Group Personal Accident Cover;
- e) Motor Vehicle Insurance where applicable; and
- f) any additional insurance required by Kenyan law.

Evidence of renewal shall be submitted before expiry of each policy.

172. Working Hours

Routine cleaning shall normally be undertaken outside normal office working hours unless otherwise directed by the Procuring Entity.

Cleaning of production facilities, laboratories, workshops and other operational areas shall be undertaken strictly in accordance with schedules approved by the Contract Administrator.

Emergency cleaning services shall be available **twenty-four (24) hours a day, seven (7) days a week**, throughout the Contract period.

173. Key Personnel

The minimum key personnel deployed under the Contract shall be those specified in Section V.

Replacement of any key personnel shall require prior written approval of the Procuring Entity.

174. Service Response Time

Emergency cleaning requests shall be responded to within **One (1) Hour** from notification.

High-priority sanitation incidents shall receive immediate attention.

Failure to comply with response times shall constitute poor performance.

175. Inspection

The Procuring Entity shall conduct—

- a) Daily operational inspections;
- b) Weekly supervisory inspections;
- c) Monthly joint performance evaluations; and
- d) Special inspections whenever considered necessary.

Inspection reports shall form part of the Contractor's monthly performance evaluation.

176.Contract Administrator

The Contract Administrator shall be:

Manager Administration

Agro-Chemical & Food Company Limited

or such other officer as may be appointed by the Managing Director in writing.

The Contract Administrator shall be responsible for:

- a) supervision of the Contract;
- b) certification of Services;
- c) performance monitoring;
- d) inspection;
- e) issuance of instructions;
- f) recommendation of payments;
- g) administration of variations; and
- h) preparation of performance reports.

176.ITEMIZED PRICE SCHEDULE

Tender No.: ACFC/HR&ADMIN/04/2026/27-8

Tender Name: Procurement of Sanitation and Cleaning Services

Item No.	Description of Service	Unit	Quantity	Unit Rate (KSh)	Total Price (KSh)
1	Routine cleaning of Administrative Offices	Month	12		

2	Cleaning of Executive Offices	Month	12		
3	Cleaning of Boardroom and Meeting Rooms	Month	12		
4	Reception Areas and Lobbies	Month	12		
5	Corridors, Staircases and Walkways	Month	12		
6	Washrooms and Sanitary Facilities	Month	12		
7	Kitchens, Dining Areas and Staff Welfare Facilities	Month	12		
8	Laboratories and Technical Areas	Month	12		
9	Workshops, Maintenance Areas & Production facilities	Month	12		
10	Glass Cleaning (Internal and External)	Month	12		
11	External Cleaning of Compound and Common Areas	Month	12		
12	Cleaning of Drainages/Unblocking Drainages	Month	12		
13	Waste Collection, Segregation and Disposal	Month	12		
14	Supply of Cleaning Chemicals and Detergents	Month	12		
15	Supply of Cleaning Consumables (Soap, Tissue, Air Fresheners, Bin Liners, etc.)	Month	12		
16	Provision and Maintenance of Cleaning Equipment	Month	12		
17	Emergency Cleaning Services (24/7 Response)	Month	12		
18	Pest-related Sanitation Support (where instructed)	Provisional Sum	1		
19	Contingency / Approved Additional Services (Provisional Sum)	Provisional Sum	1		

Sub-Total (Exclusive of VAT)

VAT

Grand Total Tender Price (Inclusive of VAT)**FORM EQU: EQUIPMENT**

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

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

Omit the following information for equipment owned by the Tenderer.

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

FORM PER - 1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

FORM PER-2:**Resume and Declaration - Contractor's Representative and Key Personnel.**

Name of Tenderer

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

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

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

DECLARATION

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

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

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

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

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

Name of Contractor's Representative or Key Personnel:____*[insert name]*

Signature:_____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:_____

Date: (day month year): _____

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		

FORMFIN-3.4:**Current Contract Commitments / Works in Progress**

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

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

Sign

GEOFFREY ROTICH
Manager, Supply Chain Management
For Resident Director & Chief Executive.