



Agro-Chemical and Food Company Limited

OPEN TENDER (RE ADVERTISEMENT)

**PROVISION OF CLEANING & SANITATION SERVICES
(AGPO GROUP)**

ACFC/HR& ADMIN/04/2026/27-8 (RE-TENDER)

Tender Closing/opening date: 16th September 2026,12:30PM

Agro Chemical and Food Company Limited

P.O. Box 18 – 40107, Muhoroni

Email: admin@acfc.co.ke

Website: www.acfc.co.ke

August 2026

Tender №.: ACFC/HR 8 ADMIN/04/2026/27-8 (RE-TENDERED)

Tender Name: PROVISION OF CLEANING & SANITATION SERVICES

1. Agro Chemical and Food Company Limited (ACFC) invites sealed tenders for the provision of cleaning and sanitation services
2. Tendering will be conducted under open competitive methods using a standardized tender document. Tendering is open to all AGPO qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours (*i.e., as from 0900 to 1400 hours, Monday to Friday except during public holidays*) at the address given below. More details on the Services are provided in **PART 2 - Services Requirements**, Section V - Description of Services of the Tender Document.
4. The successful contractor shall provide cleaning and sanitation services throughout the Company's premises.
5. Tender documents may also be viewed and downloaded from the ACFC website: www.acfc.co.ke or the Public Procurement Information Portal (PIIP): www.tenders.go.ke free of charge. Tenderers who download the tender document must forward their particulars immediately to tenders@acfc.co.ke to facilitate any further clarification or addendum.
6. The initial contract period shall be for **twelve (12) months**. Subject to satisfactory performance, continued operational requirement, availability of funds and approval by the Procuring Entity, the contract may be renewed for one further **period of twelve (12) months** under the same terms and conditions.
7. All Tenders must be accompanied by a tender Securing declaration in the prescribed format.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **16th 2026, September at 12:30 am. Electronic Tenders will not be permitted.**
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the

address below.

11. The bidders are requested to be checking for any addendum on the Agro Chemical & Food Company Limited website www.acfc.co.ke during the tendering period.
12. This invitation to tender is restricted to the AGPO group only
13. Late tenders will be rejected.
14. The addresses referred to above are:

A. Address for obtaining further information on the invitation to tender document.

Agro Chemical and Food Company Limited
Muhoroni Town, next to Muhoroni Sugar Company Limited
P.O. Box 18 – 40107, Muhoroni
Tel: +254 722-205448/ 734-242871
Email: purchasing@acfc.co.ke

B. Address for Submission of Tenders.

The Managing Director
Agro Chemical and Food Company Limited
Muhoroni Town, next to Muhoroni Sugar Company Limited
P.O. Box 18 – 40107, Muhoroni

C. Address for Opening of Tenders.

Agro Chemical and Food Company Limited
ACFC Training Centre at the Factory in Muhoroni

Any canvassing or giving of false information will lead to automatic disqualification.

GEOFFREY ROTICH

For: RESIDENT DIRECTOR & CHIEF EXECUTIVE.

PART I – TENDERING PROCEDURE

SECTION I - INSTRUCTION TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

- 2.1 The terms:
- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.
- #### **3. Fraud and Corruption**
- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available

to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may also not make an individual tender, be a subcontract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or

- c has the same legal representative as another Tenderer; or
- d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e or any of its affiliates participated as a consultant in the preparation of the Procedure (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
- f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts arising from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

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

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

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

contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke

- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers who do not meet this criterion will be automatically disqualified. Information required to enable the Procuring Entity to determine if this condition is met shall be provided in for this purpose is be provided in *“SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Section V-Procuring Entity's Requirements **Qualification of the Tenderer**

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

PART 3: Contract

- v) Section VI - General Conditions of Contract (GCC)
 - vi) Section VII - Special Conditions of Contract (SCC)
 - vii) Section VIII - Contract Forms
- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

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

8 Pre-Tender Meeting

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

accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

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

9 Clarification of Tender Documents

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

10 Amendment of Tender Documents

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

C. Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.
- j The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

14 Form of Tender and Activity Schedule

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

15 Alternative Tenders

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

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered into by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

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

17 Currencies of Tender and Payment

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

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity to identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it

would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete,

inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification submitted with the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding

period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

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

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

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

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

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

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

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

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

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

- c. sign the Contract in accordance with ITT 46; or
- d. Furnish a performance security in accordance with ITT 47.

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

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

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

22 Format and Signing of Tender

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

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

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialized by the person signing the Tender.

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

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

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

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

24 Deadline for Submission of Tenders

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

TDS.

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

25 Late Tenders

- 25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

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

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

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

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

27 Tender Opening

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

opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, includes any discounts; and

- c) any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

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

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

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

29 Clarification of Tenders

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

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

30 Deviations, Reservations, and Omissions

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

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

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

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

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a

reasonable period, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium

Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

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

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

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III,

Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

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

37 Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

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

Abnormally High Tenders

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on

the Procuring Entity's budget considerations.

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

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

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

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

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

41 Criteria of Award

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

42 Notice of Intention to enter into a Contract

42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

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

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

44 Debriefing by the Procuring Entity

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

45 Letter of Award

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

46 Signing of Contract

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

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has

been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority.

At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

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

50 Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDERER DATASHEET (TDS)

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is: ACFC/HR/04/2026/27-8(RE-TENDER) The Procuring Entity is: Agro- Chemical and Food Company Limited The name of the ITT is: Provision of cleaning& Sanitation Services(AGPO). The number and identification of lots (contracts) comprising this ITT is: one
ITT 2.2	The Intended Completion date is within one year and extension of another upon satisfactory performance
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: None
ITT 3.4	The firms that provided consulting services: None
ITT 4.1	This ITT is open to eligible firms offering grounds maintenance & sanitation services registered with the National Treasury (Kenya) as disadvantaged groups (AGPO).
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference <u>will not be held</u>. (b) A pre-arranged pretender visit of the site of the works visit will <u>be held</u> on 9th September 2026 during normal working hours at the factory in Muhoroni.
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address tenders@acfc.co.ke to reach the Procuring Entity not later than August 11th, 2026.3 pm ii) The Procuring Entity shall publish its response at the websites: www.acfc.co.ke & www.tenders.go.ke
	C. Preparation of Tenders
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion <i>shall not be</i> considered.
ITT 16.7	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 210 days after date of Tender Opening.
ITT 21.1	Tender Security nil

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 22.1	In addition to the original of the Tender, the number of copies is: one. (i.e., One Original & One Copy)
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney.
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address shall be as stated in the Invitation to Tender.
ITT 24.1	The deadline for Tender submission is <i>September 16th, 2026 at 12:30 pm.</i> Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: Physical Address: <i>ACFC Training Centre, at the Factory in Muhoroni.</i> Date: <i>September 16th, 2026</i> Time: <i>12.30 pm.</i>
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by three (3) representatives of the Procuring Entity conducting Tender opening.
	E. Evaluation and Comparison of Tenders
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings rate at the date of tender opening as provided by the Central bank of Kenya.
ITT 34.1	Margin of preference not allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: <i>Open to AGPO Group.</i>
ITT 35.2 (d)	Additional evaluation factors shall be: <i>None.</i>
	F. Award of Contract
ITT 49.1	The Adjudicator proposed by the Procuring Entity is: <i>None</i>
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.acfc.co.ke or email complaints@acfc.co.ke If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: Agro Chemical and Food Company Limited Muhoroni Town, next to Muhoroni Sugar Company Limited P.O. Box 18 – 40107, Muhoroni

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Email: purchasing@acfc.co.ke In summary, a Procurement-related Complaint may challenge any of the following: (i). the terms of the Tender Documents; and (ii). the Procuring Entity's decision to award the contract

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

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

The evaluation will be carried out through the following stages

Stage 1: Preliminary examination for determination of responsiveness

Stage 2: Technical Evaluation

Stage 3: Post Qualification Requirement

Stage 4: Financial Evaluation and Award Recommendation

Stage 1: Preliminary examination for determination of responsiveness

S/No.	MANDATORY REQUIREMENT	Responsive/ non-responsive
MR1	Certificate of Incorporation/Registration	
MR2	Must provide a Copy of Valid Tax Compliance Certificate	
MR3	Provide copy of valid form CR12 / Partnership Deed/ National ID Cards	
MR4	Certified copy of Valid SHIF/SHA compliance certificate	
MR5	Certified copy of Valid NSSF compliance certificate	
MR6	Copy of Valid Copy of AGPO Certificate	
MR7	Copy of Valid Business Permit	
MR8	Must submit duly filled up Confidential Business Questionnaire in the format provided	
MR9	Must fill & submit the certificate of independent tender determination in the format provided.	
MR10	Must fill & submit a self-declaration that the tenderer is not debarred from participating in public procurement in the format provided.	
MR11	Must fill & submit a self-declaration that the tenderer will not engage in corruption or fraudulent practice in the format provided.	

MR12	Must fill & submit Declaration and Commitment to the code of ethics in the format provided.	
MR13	Must fill & submit the Tender-Securing Declaration Form in the format provided.	
MR14	Must provide evidence of contractual liability cover/fidelity guarantee	
MR15	Must provide a written undertaking to comply with Labour Laws and wage guidelines	
MR16	Site Visit Clearance Certificate	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Stage 2: Technical Evaluation

This section will be marked out of 100 points and will determine the technical score.

S/N	Evaluation Attribute	Weighting Score	Max. Score
T1	Experience in similar Assignments		
1	Three (3) years of experience in Provision of cleaning and Sanitation Services	Attach proof. <i>(2mk for each complete year)</i>	6
2	Provide evidence of at least three (3) projects handled in the past three years (2024/25/26)	- Copies of Contract/LSO whose value is Ksh 5million and above (3 x 4mks)-12marks - Copies of contract/LSO whose value is below 5million (3x3)-9 marks	12
T2	Management & Staff Capacity		
	Organizational structure/profile with clearly defined roles	Organizational structure/profile	5
1	Site Manager / Supervisor	- Minimum KCSE Certificate (2mks) and - Evidence of knowledge & Skills provision of sanitation services (3mks) and - At least three (3) years' experience in provision of sanitation services (3mks) <i>(attach copies of certificates & CV)</i>	8
2	Two other key staff proposed for the assignment	- Minimum KCSE (2 x 2mks) - At least two (2) years' experience (2 x 2mks)	12

		Evidence of knowledge & Skills provision of sanitation services (2 x 2mks) <i>(attach copies of certificates & CV)</i>	
T3	Physical infrastructure		
1	Provide details of physical location of offices & service facilities, including contacts for ease of communication	Provide details of physical location & contacts, and copies of either title, lease document or latest utility bills	5
2	Provide details of relevant equipment/accessories that shall be assigned to ACFC during the contract period.	Provide list and proof of ownership or lease agreement.	10
T4	Financial Capacity		
1	Two (2) years audited account statements (2024-25 and 2025-2026 or Bank statement for the last 6 months or Bank reference Letter/letter of credit	Attach certified Documents	15
T5	Business Support		
1	Value of Contractual Obligation / Indemnity Cover	- Value of cover. 10m and above (5mks) Value of cover below 10m(2mrks)	5
2	Must demonstrate ability to provide staff with PPEs and uniforms	Attach a written commitment to provide staff with PPEs and Uniforms	8
3	Compliance with the minimum wage guidelines from ministry of labour	Statement of compliance from ministry (5Mks) certified copies of payroll/ bank slips/pays lips (5Mks)	10
4	Staff welfare	Copy of Valid GPA/WIBA cover (2Mks) Other staff welfare programmes (specify) (2Mks)	4
		TOTAL	100

Only bidders who score 70% and above will be subjected to Financial Evaluation. Bidders who score below 70% will be eliminated at this stage from the entire evaluation process.

Stage 3: Post Qualification

ACFC shall inspect the bidders' premises and/or client site(s) to confirm the above details.

Stage 4: Financial Evaluation and Award Recommendation

This would involve verification of the financial offers and checking for arithmetical errors, omissions and comparison of price among the qualified bidders who qualify at technical

evaluation. The total lowest priced bid will be considered best evaluated and subsequently recommended for award.

Note: the following formulas shall be used in calculations during Technical Evaluation.

$$\text{Return on Asset (ROA)} = \frac{\text{Earnings After Tax}}{\text{Total Assets}}$$

$$\text{Current Ratio} = \frac{\text{Current assets}}{\text{Current liabilities}}$$

SECTION IV - TENDERING FORMS

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

(The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.)

Date of this Tender submission:.....*[insert date of Tender submission]*

Tender №.: ACFC/HR/04/2026/27(RE-TENDERED)

Tender Name: Provision of cleaning and sanitation Services (AGPO)

To: Agro Chemical and Food Company Limited

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services with the tendering document of the following:*[insert a brief description of the Non-Consulting Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name Of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-

collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.

- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

PRICE SCHEDULE OF SERVICES

All the Tenderers should give charges as per the listed areas of operation covered under “tender specifications” in clause 5.2.

Location	Activity / work area	Quantity	Unit Price Per Month	Total Price Per Month	16% VAT	Grand Total Per Month
ACFC as per the tender specifications in clause 5.2						
Total price per month (summation of all sub-totals)						
Total price per annum (Total price per month x 12months)						
Amount in words:						

Signed _____

Capacity / Title (Director or Partner or Sole Proprietor, etc.) _____

Full name _____

Duly authorized to sign the bid for and on behalf of: _____
[insert complete name of Tenderer]

Dated on _____ day of _____ [Insert date of signing]

Seal / Stamp.

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instructions to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) Sole Proprietor provides the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent) _____

Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES or NO	If YES provides details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		

	Type of Conflict	Disclosure YES or NO	If YES provides details of the relationship with Tenderer
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

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

Full name _____

Title or designation _____

[Signature]

[Date]

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

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

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

iii) SELF-DECLARATION FORMS

SELF-DECLARATION FORMS

FORM SD1

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

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

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

Dated this _____ day of _____ 2023.

[Authorized Officer's Name]

[Designation]

[Signature & Date]

Bidder's Company Seal / Rubber Stamp

FORM SD2

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

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

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

Dated this _____ day of _____ 2023.

[Authorized Officer's Name]

[Designation]

[Signature & Date]

Bidder's Company Seal / Rubber Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

[Authorized Officer's Name]

[Designation]

[Signature & Date]

[Name & Office Address for the Firm]

[Telephone No.]

[Email]

Bidder's Company Seal / Rubber Stamp

[Witness' Name]

[Signature & Date]

iv) APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “*Corrupt practice*” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “*Fraudulent practice*” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “*Collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “*Coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “*Obstructive practice*” is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence

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

- b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

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

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires

Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

Signed & Stamped_____

2. TENDERER INFORMATION FORM

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

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

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

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

- i) Legal and financial autonomy
- ii) Operation under commercial law
- iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

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

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

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>

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

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

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a). has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - (b). having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant,
 - (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the

Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

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

[signature(s)]

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

FORMAT OF TENDER SECURITY *[Option 2–Insurance Guarantee]*

TENDER GUARANTEE No.: _____

1. Whereas *[Name of the tenderer]* (hereinafter called “the tenderer”) has submitted its tender dated *[Date of submission of tender]* for the *[Name and/or description of the tender]* (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of **[Name of Insurance Company]** having our registered office at (hereinafter called “the Guarantor”), are bound unto *[Name of Procuring Entity]* (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.
4. then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
5. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
6. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer;
or
 - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed _____

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

Full name _____

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Tenderer]

Dated on _____ **day of** _____ *[Insert date of signing]*

Seal or stamp.

SITE VISIT CLEARENCE CERTIFICATE



Agro-Chemical and Food Company Limited **PROVISION OF GRASS-CUTTING & SANITATION SERVICES (AGPO)**

This is to certify that M/s. _____ have visited and inspected the Agro Chemical and Food Company Factory Premises as required by this tender.

ACFC Representative

Name: _____

Signature: _____

Date: _____

Tenderer's Representative

Name: _____

Signature: _____

Date: _____

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's 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): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

FORM ELI -1.1 Tenderer Information Form

Date: _____ ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law

- Establishing that the Tenderer is not under the supervision of the Procuring Entity

2. Included are the organizational chart and a list of Board of Directors.

FORM ELI -1.2

Tenderer's JV Information Form

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

Date: _____ ITT No. and title: _____

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

FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

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

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous ____ years, ____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

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

Financial documents

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

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the ____years required above; and complying with the requirements

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					

1. NOTIFICATION OF INTENTION TO AWARD

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

For the attention of Tenderer's Authorized Representative

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

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

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

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

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

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

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

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

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

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

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

II). Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender.

If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

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

III). How to request a debriefing

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

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

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

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

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

IV). How to make a complaint

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received,

a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include in your complaint all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the public procurement regulatory authority at info@ppra.go.ke or complaints@ppra.go.ke)

V). Standstill Period

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

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

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

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

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

Please return the attached Contract dully signed

AuthorizedSignature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

FORM OF CONTRACT *[Form head paper of the Procuring Entity]*

LUMP SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;

- d) The General Conditions of Contract;
- e) The Specifications;
- f) The Priced Activity Schedule; and
- g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

For and on behalf of [*name of Service Provider*]

_____ [*Authorized Representative*]

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

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

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

..... [*Authorized Representative*]

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

..... [*Authorized Representative*]

PART II – PROCURING ENTITY'S REQUIREMENT

PART II – PROCURING ENTITY'S REQUIREMENTS SECTION V

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 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 always.

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 always 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 should 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 odors 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.

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 odors, visible dirt, mould growth, water stagnation and insect infestation always.

6.0 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.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

7.0. Monthly Cleaning Requirements

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

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.

8.0. 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.

9.0 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.

10. 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 odors 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.

6.0. 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.

inspections at any time during the Contract period.

6.1. 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%

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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 effected 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 chemical cleaning 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.

6.8 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 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.

6.9. 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 five (2) years' experience managing institutional or industrial cleaning contracts of similar size and complexity.	One (1)
Site Supervisor	Certificate in Environmental Health, Facilities Management, Hospitality Management or another relevant discipline.	At least three (1) years' supervisory experience in commercial cleaning services or any other supervisory role	One (1) per operational shift.
Health, Safety and Environment Officer	Recognized training in Occupational Safety and Health together with relevant certification.	At least three (2) years' practical experience in occupational health and safety.	One (1), who may serve multiple Company contracts provided effective oversight is demonstrated.
Quality Assurance Officer	Diploma or Degree in Quality Management, Environmental Health or a	At least three (2) years' experience in quality assurance or	One (1).

	related field or demonstrate experience	facilities management.	
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.

7.0. 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.

8.0. 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.

8.0. 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.

9.0. 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.

7.0. Cleaning Equipment, Machinery, Chemicals and Consumables

The Contractor shall provide, maintain and continuously operate enough 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.

7.1. 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	Enough 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 garbage collection or 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.

7.2 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, unlabeled 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.

7.3 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 to prevent stock shortages.

7.4 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.

7.5. 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.

7.6 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.

7.8 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.

7.9. 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.

8.0. 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.

8.2. 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.

8.3. 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.

8.4. 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 odors or environmental nuisance.

8.5. 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.

8.6. 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.

8.9. 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.

9.0. 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.

9.1 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.

9.2 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.

9.3 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.
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Minutes of all meetings shall be prepared by the Procuring Entity and shall form part of the official contract records.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9. 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.

10. 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.

10.1. 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.

10.2 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 whereas the Procuring Entity considers such inspections necessary for effective contract administration.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. Monthly Certification of Services

At the end of each calendar month, the Contractor shall apply 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 are 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.

10.7. 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.

10.8. 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.

10.9.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.

11.0. 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.

11.1. 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.

11.2. 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. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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.

12.0 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.

12.1. 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.

12.2.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.

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 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.

12.3. 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 rooms, Factory, Engineering & ETP	Area serviced	Daily or as required
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

12.4. 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

12.5. 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

12.6. 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

12.7. 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.

12.8. 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.

12.9.SCHEDULE OF WORK

Tentatively, the Contractor will be expected to engage in cleaning services from 6.00 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for weekly cleaning will however be agreed with the successful contractor. A roster of activities undertaken, especially in the washrooms, should be kept.

13.0.EQUIPMENT AND CLEANING MATERIAL

The Contractor will be expected to use own equipment in providing the services and provide cleaning and sanitation tools in quantities and of quality to ensure efficient and uninterrupted performance of duty.

13.1.STAFF

The Contractor will be expected to deploy a minimum of 30 staff with not more than two thirds ($\frac{2}{3}$) being of the same gender.

13.1.UNIFORM AND BADGES

The Contractor will provide the staff with uniform and identification badges which they will be required to put on all the times when they are working for ACFC.

13.2.TERMS AND CONDITIONS OF EMPLOYMENT

The Contractor shall be required to strictly adhere and comply with Employment Act, 2007 on the following areas:-

- i. Payment of minimum wage.
- ii. Issuance of itemized pay statement (Pay slips) to all staff.
- iii. Hours of work.
- iv. Annual leave
- v. Overtime
- vi. Leave

12.3.GENERAL

Age of employees

Aged between 21 and 55 years

Vetting

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

Adequate Personnel

The contractor should have adequate reserve employees for replacement on unsatisfactory to evidence the site visit.

A. INSPECTION AND DE-BLOCKING OF MANHOLES & DRAINAGES

This means all the areas that are covered in Clause 6.1(x) upon daily inspection findings as need arises.

B. MOLASSES SPILLAGE & COLLECTION OF LITTER

This covers cleaning on daily basis molasses spills, collection of litter, sweeping of factory premises and clearance of falling trees leaves and any other waste along the roads within factory premises.

C. GARBAGE COLLECTION & DISPOSITION USING OWN TRANSPORT

Garbage collection from housing estates and factory premises by own transport twice a week and disposing the same to factory dumping site or any other place as may be directed by Procuring Entity from time to time.

D. CLEANING OF AIR CONDITIONERS

This means cleaning of all external air conditioners at the new administration offices at least three times a week and making sure that they are free from dirt and dust.

E. OTHER AREAS

- i. Cleaning of sewerages within Factory and Company estates.
- ii. Cleaning of concrete slabs outside the Training Room.
- iii. Clearing all bird nests and cobwebs within the factory premises.
 - (a). Garbage Disposal Truck
 - (b). Spades
 - (c). Jembes
 - (d). Pangas
 - (e). Fork Jembes
 - (f). Wheelbarrows
 - (g). Makuti Brooms

- (h). 4 Hard Brushes
- (i). Rubber & Leather Hand Gloves
- (j). 6 Moppers
- (k). Gumboots
- (l). Overalls
- (m). Squeezers for mopping
- (n). Dust coats

- i. Prepare daily and weekly work plans and ensure effective supervision for delivery of service.
- ii. Should prepare sound work plan that should strictly be adhered to.
- iii. Should not engage less than 28 able bodied employees per day for effective and timely delivery of the services.
- iv. Should be able to provide dusters, vim, toilet cleaners, pledges and buckets.

Note: The prospective bidder should undertake proper survey of all areas of assignment before bidding.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

- o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

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

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

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

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

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

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

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

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

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

- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in

respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

- 3.4 The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

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

4 Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's

written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 To determine the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

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

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

6.4 Terms and Conditions of Payment

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

6.5 Interest in Delayed Payments

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

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of input only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact

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

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

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

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

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

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

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

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

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

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

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

7 Quality Control

7.1 Identifying Defects

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

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

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

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

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such another period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed fixed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

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

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arises in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties

agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

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

8.5.3 The arbitration may be on the construction of this Contractor on any matter or thing of

what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall commence on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 If a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**,

together with reimbursable expenses of the type specified **in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers to the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract is Provision of cleaning and sanitation services (AGPO).
1.1(g)	The Procuring Entity is Agro Chemical and Food Company Limited
2.1	The date on which this Contract shall come into effect is September 2026.
2.2.2	The Starting Date for the commencement of Services is September 2026.
2.3	The Intended Completion Date is after 12 months from the commencement date

C. FORMS

SECTION VIII -CONTRACT FORMS

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2026, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment.

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ *[insert identification No]*

Name of the Tender Title/Description: _____ *[insert name of the assignment]*

To: _____ *[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly-----	Directly....	1.Having the right to appoint much of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No---- 2.Is this right held directly or indirectly?:	1.Exercise significantly influences or control over the Company body of the Company (tenderer) Yes -----No- ---
	National identity card number or Passport number		% of shares	% of voting rights		
	Personal Identification Number (where applicable)		Indirectly--- -% of shares	Indirectly--- -% of voting rights		
	Nationality					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Date of birth [dd/mm/yyyy]				Direct.....	2.Is this influence or control exercised directly or indirectly?
	Postal address				Indirect..... ...	Direct.....
	Residential address					
	Telephone number					
	Email address					Indirect..... ...
	Occupation or profession					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name		Directly----- -% of shares Indirectly--- -% of shares	Directly.... % of voting rights Indirectly--- -% of voting rights	1.Having the right to appoint most of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No---- 2.Is this right held directly or indirectly?	1.Exercise significantly influences or control over the Company body of the Company (tenderer) Yes ----No- --- 2.Is this influence
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Date of birth [dd/mm/yyyy]				Direct.....	or control exercised directly or indirectly?
	Postal address				Indirect..... ...	Direct.....
	Residential address					
	Telephone number					Indirect..... ...
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
3. etc .						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the shares issued in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

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

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

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

Bidder Official Stamp