



TENDER DOCUMENTS

FOR

**PROCUREMENT OF CLEANING, SANITARY AND ENVIRONMENTAL
SERVICES AT KISUMU COUNTY GOVERNMENT HEADQUARTERS
OFFICES**

RESTRICTED TENDER

OCTOBER, 2018

BIDDING DOCUMENTS

Issued on: 26TH OCTOBER, 2018

For

Procurement of CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT HEADQUATERS OFFICES

Tender No: CGK/KSM/AGPO/001/2018-2019

**Purchaser:
County Secretary
County Government of Kisumu**

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. (CGK/KSM/ADM/AGPO/001/2018-2019)

TENDER NAME (PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT HEADQUOTERS OFFICES.)

TO.....
.....
.....

Dear Sir/Madam

RE: PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT HEADQUOTERS OFFICES.

TENDER NO: CGK/KSM/ADM/AGPO/001/2018-2019.

County Government of Kisumu invites competent firm to submit sealed bids for the provision of Cleaning and Environmental Services at the County Government Offices for a period of **THREE YEARS**

Tender Documents may be obtained at County Government of Kisumu Headquarters Complex Building at prosperity House Kisumu. Tender document will be picked by the applicant or his/her agent at the procurement office second floor of the same building or downloaded from the Kisumu County Website (www.kisumu.go.ke)

Completed document shall be submitted in plain sealed envelope clearly marked.

**PROVISION OF CLANING/SANITARY AND ENVIRONMENTAL SERVICES AT COUNTY GOVERNMENT HEADQUOTERS OFFICES
TENDER NO: CGK/KSM/ADM/AGPO/001/2018-2019**

And deposited in the Tender Box located on the 2nd Floor at County Government of Kisumu Headquarters to be addressed to

County Government of Kisumu
Prosperity Building
Kisumu, Kenya

Tenders will be opened immediately after on 9th November, 2018 at 12:00 Noon in the presence of tenders representatives who choose to attend the opening at the boardroom, 2nd Floor, County Government of Kisumu Headquarters.

A pre- bid meeting has been organized on 8th November, 2018 at 10:00 am local time at the Director Supply Chain Office, County Government of Kisumu.

Any additional information, Addendums or clarifications in respect to this tender will be available in our Kisumu county [website www.kisumu.go.ke](http://www.kisumu.go.ke)

All bidders are advised to regularly check the website during the bidding period.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

SECTION II - INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of Services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Government of Kisumu's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Kisumu to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Services

- 2.2.1 All Services to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the Services are mined, grown, or produced. Services are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of Services is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Kisumu, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be changed for the tender document N/A
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i)
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Detail of Service
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Confidential Business Questionnaire
 - (xi) Performance Security form
 - (xii) Declaration Form
 - (xiii) Tender Securing Declaration form
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the County Government of Kisumu in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the County Government of Kisumu. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 County Government of Kisumu shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the County Government of Kisumu, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County Government of Kisumu, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the County Government of Kisumu, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the Services and ancillary services to be supplied by the tenderer are eligible Services and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the Services it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an

adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the County Government of Kisumu's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the County Government of Kisumu's satisfaction;

- (a) that, in the case of a tenderer offering to supply Services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the Services' Manufacturer or producer to supply the Services.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Services Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all Services which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the Services shall consist of a statement in the Price Schedule of the country of origin of the Services and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the Services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the Services;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services for a period of two (2) years, following commencement of the use of the Services by the County Government of Kisumu; and
- (c) a clause-by-clause commentary on the County Government of Kisumu's Technical Specifications demonstrating substantial responsiveness of the Services and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the County Government of Kisumu against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

- a) A Bank Guarantee
- b) Cash
- c) Such insurance guarantee approved by the Authority
- d) Letter of Credit

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the County Government of Kisumu as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the County Government of Kisumu.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the County Government of Kisumu on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 60 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the County Government of Kisumu, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Kisumu as non responsive.

2.15.2 In exceptional circumstances, the County Government of Kisumu may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The County Government of Kisumu shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the County Government of Kisumu at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (*Friday 9th November, 2018 at 12:00 Noon Local Time*)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the County Government of Kisumu will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the County Government of Kisumu at the address specified under paragraph 2.17.2 no later than (*Friday 9th November, 2018 at 12:00 Noon Local Time*)

2.18.2 The County Government of Kisumu may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the County Government of Kisumu and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 The Bulky tenders which will not fit in the tender box shall be received by the County Government of Kisumu as provided in the appendix.

2.18.4

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn 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 Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The County Government of Kisumu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 County Government of Kisumu shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The County Government of Kisumu will open all tenders in the presence of tenderers' representatives who choose to attend, at (Friday 9th November, 2018 at 12:00 Noon Local Time) and in the location specified in the Invitation to Tender.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the County Government of Kisumu at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The County Government of Kisumu will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the County Government of Kisumu may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.1 Any effort by the tenderer to influence the County Government of Kisumu in the County Government of Kisumu's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The County Government of Kisumu will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The County Government of Kisumu may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the County Government of Kisumu will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The County Government of Kisumu's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the County Government of Kisumu and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the County Government of Kisumu will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The County Government of Kisumu will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Contacting the County Government of Kisumu

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the County Government of Kisumu on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the County Government of Kisumu in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, the County Government of Kisumu will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the County Government of Kisumu deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County Government of Kisumu will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The County Government of Kisumu will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) County Government of Kisumu's Right to Accept or Reject Any or All Tenders

2.26.5 The County Government of Kisumu 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 the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the County Government of Kisumu action.

2.26.6 A tenderer who gives false information in the tender documents about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the County Government of Kisumu will notify the successful tenderer in writing that its tender has been accepted
- 2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the County Government of Kisumu will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

- 2.28.1 At the same time as the County Government of Kisumu the successful tenderer that its tender has been accepted, the County Government of Kisumu will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.28.3 Within thirty (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government of Kisumu

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the County Government of Kisumu, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the County Government of Kisumu
- 2.29.1 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government of Kisumu may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The County Government of Kisumu requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Government of Kisumu, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the County Government of Kisumu of the benefits of free and open competition;
- 2.30.1 The County Government of Kisumu will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.2 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ELIGIBILITY IS AS FOLLOWS:

PROVISION OF CLEANING, SANITARY SERVICES AND ENVIRONMENTAL SERVICES AT THE KISUMU COUNTY GOVERNMENT HEADQUOTERS OFFICES

CGK/KSM/ADM/AGPO/001/2018-2019

Clause Reference

2.11.1. The Qualification requirements are as below (EVALUATION CRETERIA)

(a) MANDATORY REQUIREMENTS

No	REQUIREMENTS
1	<i>Copy of Certificate of Company Incorporation /Registration</i>
2	<i>Copy of Current Valid KRA Tax Compliance Certificate</i>
3	<i>Valid Copy of AGPO Certificate</i>
4	<i>Fully Filled and Signed Tender Securing, Declaration Form</i>
5	<i>Completeness of the form of tender, declaration form. Self Declaration form, Litigation history form and certificate of site visit by the tenderer</i>
6	<i>The tender validity period of 90 days</i>
7	<i>Submission of one original and one copies</i>

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

TECHNICAL REQUIREMENTS

The evaluation committee will evaluate the tender document based on the set criteria

Proposal Technical Evaluation Criteria

The Organization should submit a brief proposal in not more than Thirty (30) pages separately as per the format below:

S/NO	ITEM DESCRIPTION	TOTAL MARKS	SCORE
1.1	A brief description of the Company	10	
1.2	Outline of recent experience on assignment of similar nature/past performance	30	
1.3	Personnel: Qualified staff	10	
1.4	Equipment	20	
1.5	Approach and Methodology		
	1.5.1 Approach	4	
	1.5.2 Methodology	2	
	1.5.3 Work Plan	10	
	1.5.4 Quality Management	4	
		(Total 20)	
1.6	Pest Control License	5	
	1.6.1 Responsibilities of Service Provider	5	
		(Total 10)	
GRAND TOTAL		100	

FINANCIAL EVALUATION

The tenderer/Bidder among the qualified (Responsive as per the evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening would be recommended for the award.

NOTE

Bidders are hereby notified that due diligence shall be carried out on the information provided by the bidder, Any False information provided will lead to automatic disqualification.

2.12.1 The amount of tender surety is N/A

2.13.1 The tender validity period 90 Days

2.15.1 Tenderer must submit one original and one copy properly sealed and addressed

2.18. The opening date (*Friday 9th, November, 2018 at 12:00 Noon Local Time*)

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the County Government of Kisumu and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the County Government of Kisumu under the Contract.
- (d) “The County Government of Kisumu” means the organization purchasing the Services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Services under this Contract.
- (f) “The Contractor” Means the individual or firm providing the services under this contract
- (g) “Day” Means Calendar Day

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the County Government of Kisumu for the procurement installation and commissioning of equipment

3.2.2 The origin of Services and Services is distinct from the nationality of the tenderer

3.3 Standards

3.3.1 The Services provided under this Contract shall conform to the 7 standard mentioned in the schedule of requirements

3.4 Use of Contract Documents and Information

3.4.1 The tenderer shall not, without the County Government of Kisumu’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the County

Government of Kisumu in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without the County Government of Kisumu's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the County Government of Kisumu and shall be returned (all copies) to the County Government of Kisumu on completion of the Tenderer's performance under the Contract if so required by the County Government of Kisumu

3.5 **Patent Rights**

3.5.1 The tenderer shall indemnify the County Government of Kisumu against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the County Government of Kisumu's country

3.6 **Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Government of Kisumu the performance security in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the County Government of Kisumu as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Government of Kisumu and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the County Government of Kisumu, in the form provided in the tender documents.

3.6.4 The performance security will be discharged by the County Government of Kisumu and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.12.1 price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.12.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.12.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.12.4 Price variation request shall be processed by the County Government of Kisumu within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County Government of Kisumu's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the County Government of Kisumu in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The County Government of Kisumu may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the Services within the periods specified in the Contract, or within any extension thereof granted by the County Government of Kisumu
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the County Government of Kisumu has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the County Government of Kisumu terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the County Government of Kisumu for any excess costs for such similar Services.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the County Government of Kisumu shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum

deduction of 10% of the delayed Services. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The County Government of Kisumu and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT FOR CLEANING SERVICES

The special Condition of contract shall apply in regard to this contract. Whenever there is a conflict between the condition of contract on the special condition of contract, the provision herein shall prevail and supersedes over those in the general conditions of contract.

Definitions

3.6.5 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the County Government of Kisumu and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the County Government of Kisumu under the Contract.
- (d) "The County Government of Kisumu" means the organization purchasing the Services under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Services under this Contract.
- (f) "The Contractor" Means the individual or firm providing the services under this contract
- (g) "Day" Means Calendar Day
- (h) "Months" are calendar months
- (i) "Equipments" is the contractor machinery and vehicles brought temporarily to the site for the execution of the services
- (j) "Site" Means the place or places where the services are to be carried out
- (k) "County Government of Kisumu Representative" is the person appointed by the employer and notified to the contractor for the purpose of supervision of the services
- (l) "Specification" Means the specification of the services included in the contract
- (m) "Agreement" Means this agreement made between County Government of Kisumu and the contractor including the first and second schedules and to other document forming the agreements
- (n) "Effective Date" means the date that the service shall commence as stipulated in the agreement
- (o) "party" means either Kisumu County Government
- (p) "Both Parties" Means Kisumu County Government

- (q) “Rates” means the cost and charges of the services the contractor shall provide to Kisumu County Government as provided for in the second Schedule of this agreement
- (r) “Cleaning Services” Means the cleaning services that will be provided to Kisumu County Government pursuant to this agreement and includes any additional or incidentals services that may be requested by Kisumu County Government from time to time.
- (s) “Duties” means providing, performing, auctioning executing engaging and or obliging to a moral legal duty to provide services by the contractor to County Government of Kisumu.

CONTRACT DOCUMENTS

The following documents shall constitute the contract documents and shall be interpreted in the following order of priority

- (a) Agreement
- (b) Contractors Tender
- (c) Letter of Award and Acceptance
- (d) General Condition of Contract and Special Condition of the Contract
- (e) Technical Specifications
- (f) Schedule Rates
- (g) Tenderer Statement of Compliance
- (h) Key performance indicators and Services Level agreement as will be agreed by both parties

EMPLOYERS REPRESENTATIVES DECISION

Except where otherwise specifically stated, the employer’s representative will decide contractual matters between the employer and the contractor in the role representing the Employer

INSTRUCTIONS

The contractor shall carry out all instructions of the Kisumu County Representatives which are in accordance with the contract

All verbal instructions to the contractor shall as soon as possible after such instructions has been made be confirmed in writing by the Director Procurement.

MANAGEMENT MEETINGS

A Contract top management meeting shall be held and attended by the employer’s representatives and the contractor. Its business shall be to evaluate periodic performance of the work. The employer’s representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the employer. The responsibility of the parties for the actions to be taken shall be decided by the employer representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

A formal meeting between the supervisor of the contract and Kisumu County Government representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7

Communication between parties shall be effective only when in writing

DURATION OF CONTRACT

This agreement shall unless extended by both parties terminate at the end of (3) years expiry from the commencement date

PERFORMANCE APPRAISAL

On a monthly basis the employer's representatives and the contractor shall on an agreed date and time conduct a comprehensive assessment/ appraisal and record the findings in format as derived from the bill of quantities. Such records shall form part of subsequent deliberations and or action as stipulated in clause 8& 9. The performance evaluation form is attached in appendix 2. This form will be customized to reflect the scope derived from the bills of quantities in the various location and the cleaning standards for respective lots.

NON PERFORMANCE PENALTY

In the event that the Contractor does not administer the contract in whole or in part Kisumu County Government shall apply penalties as specified in this documents. Any persistence beyond two months will call for termination proceeding to commence.

TERMINATION

Kisumu County of Government may without prejudice to any other remedy accruing to any other remedy accruing to it terminate this agreement in writing in whole or in part if:-

(a) By Breach of Contract

(i) The contractor frequently fails to provide services of acceptable standards set by Kisumu County in the performance of this agreement.

(ii) The contractor fails to perform any other obligation under this agreement (3) months notice in writing or payment of three months to offset fees and charges in lieu of such notice

9.2 On termination of this agreement, however terminated, the contractor shall be permitted to remove all its equipment which may have been placed by the contractor upon the employers premises.

10 CONFIDENTIALITY

10.1 The contractor its cleaning officers, servants and agents shall not at any time during or after termination of this agreement divulge or allow to be divulge to any person or third party any information relating to the business or affairs of Kisumu County Government

11 ASSIGNMENT

11.1 The contractor shall not assign or sub- contracted any of its right or duties under his agreement

12 SUB-CONTRACTS

12.1 The contractor shall not be sub- contracted

13. PAYMENT TERMS

13.1 The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

14. PROVISION AND STANDARD OF SERVICE

(a) The contractor shall provide services of acceptable standards set by Kisumu County Government County in the performance of this agreement and unacceptable performance shall be grounds for the summary termination of the agreement without any notice at the sole discretion of County Government of Kisumu

(b) Frequent and inexcusable delays by the contractor in the performance of its obligation hereunder shall give rise to sanctions and imposition of liquidated damages by Kisumu County Government

(c) f any time during the performance of this agreement the contractor encounters conditions affecting timely provision of services, the contractor shall immediately and without any delay notify County Government of Kisumu Government in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable Kisumu County shall evaluate the condition and may, at its sole discretion waive the contractor obligation without the risk of sanctions impositions of liquidated damages and or the summary termination of this agreement without any notice.

15.1 SUPERVISOR(S) QUALIFICATION

15.1 The Contractor supervisor on the ground must have the under listed qualification

(a) At least a pass in “O” Level certificate

(b) A certificate in housekeeping from a recognized institution

15.2 The contractor shall under take basic training of his staff on environmental management, occupational safety and health first aid, handling of hazardous chemicals and any other training as applicable

16. STAFF IDENTIFICATION

16.1 The contractor shall provide uniforms which shall be worn all the time and protective gear as shall be appropriate. The contractor shall provide to Kisumu county government a list of staff and the copies of their National Identity Card. Where there are changes in staffing Kisumu County Government should be notified prior to deployment of the new staff.

17. PERFORMACE SECURITY

The Contractor shall before executing this agreement furnish Kisumu County Government with a Tender Securing Declaration Form

18. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFT

18.1 The Contractor shall not. Offer or give or agree to give to any person in the service of the employer any gift or consideration of any kind as an forgone to do any act in relation to the

obtaining or execution of this or any other contract with the employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.

18.2 Any breach of this condition by the contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the contractor) shall be an offence under the laws of Kenya.

19. PROBATION PERIOD

19.1 the contractor shall provide the services to Kisumu central County on a probationary basis proper performance and evaluation thereof, the agreement may be confirmed or terminated in writing at the discretion of Kisumu County.

20. NOTICE ADDRESSES

20.1 any notice to be served on either of the parties by the other shall be by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by and shall be deemed to have been received by the addressee within three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

21. TENDER PRICES

21.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

22. INDEMNITY

21.1 The contractor shall indemnify and keep indemnified and keep indemnified Kisumu County, its servants and
Against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the contractor, its servants or agents whilst performing their duties under this agreement and against the dishonesty of its cleaning officers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by County Government of Kisumu, its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the contractor its servants or agents.

23. CLAIMS

23.1 Notice of all claims by County Government of Kisumu in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the company giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage loss or injury.

24. INSURANCE

24.1 the contractor shall insure its cleaning officers engaged in the performance of this agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of

County Government of Kisumu, its servants or agents. The contractor will indemnify County Government of Kisumu against all actions, claims and demands in respect of such injury.

24.2 The contractor shall be required by County Government of Kisumu to avail the policy of insurance in respect thereof and proof of payment of current premium.

25. LIQUIDATED DAMAGES

25.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, County Government of Kisumu shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated after this County Government of Kisumu may consider terminating the contract.

26. SALARY PAYMENT / BENEFITS

26.1 Contractor shall ensure that each person engaged in this contract is paid as per the minimum wage set by the government in a timely manner but not later than the fourth working day of each month. Late payment shall not be tolerated under any circumstances.

26.2 The contractor shall ensure that all staff receives one (1) month paid leave for every 1 years of employment.

27.3 County Government of Kisumu reserves the right to check that salaries to personnel working on this contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result in termination of this contract.

27. SECURITY PASSES

27.1 All contractor staff shall carry their staff ID Cards with them at all times.

27.2 At the start of this contract, the contractor shall obtain at his/her cost, temporary, followed by permanent security passes for all staff working at the County Government of Kisumu. Passes must be carried at all times by contractor personnel along with staff ID card.

27.3 Each person shall be responsible for the safe keeping of his/her pass. Passes shall remain the property of County Government of Kisumu security dept. any lost or stolen cards must be reported to County Government of Kisumu immediately, and all costs related to replacement of such cards shall be borne by the contractor.

28 UNIFORM

28.1 contractor shall provide and maintain a high standard of cleanliness to all uniforms (including footwear), to be worn by contractor personnel in performance of their respective duties under this contract.

28.2 County Government of Kisumu reserves the right to approve the design style, fabrics and colors for uniforms to be provided by contractor to his personnel providing services under this contract.

28.3 A set of uniforms to be provided to each employee annually.

28.4 uniforms to be replaced at a minimum on an annual basis and earlier if deemed necessary by County Government of Kisumu Representatives.

28.5 All uniforms shall be subject to regular inspection by County Government of Kisumu Representatives. Contractor's personnel shall ensure that the uniform is lean and his appearance is neat and dirty at all time while providing the services.

28.6 All contractors' personnel shall wear uniforms that will be styled and colored as approved by County Government of Kisumu. The name tag shall reflect workers true identity.

28.7 All cost related to uniforms shall be borne by contractor.

29 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

29.1 The contractor shall be responsible for the effective management of the contract staff vacation leave; absences, sick-leave, special leave etc., and must ensure that sufficient systems and structures are in place to maintain the level of service performance requirements under this contract.

29.2 The contractor from time to time shall provide vacation leave schedule of all his personnel in a given year for company's reference.

29.3 contractors shall not transfer, remove, or replace any of his personnel who are providing the services without the informing County Government of Kisumu.

29.4 should County Government of Kisumu identify any contractors personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the contractor shall replace these personnel at no cost to County Government of Kisumu.

29.5 contractors shall ensure without fail that County Government of Kisumu is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by contractor's supervisor to County Government of Kisumu representative. Planned leave should be advised giving at least one months' notice. Contractor shall provide suitable company approved replacement personnel for any absentee due to planned leave or sick leave.

29.6 The contractor shall ensure sufficient personnel are available to provide coverage for bi-annual leave, sick leave, special leave, etc. in order to maintain the level of service performance.

29.7 contractors should not change or relocate any personnel without informing County Government of Kisumu.

29.8 contractor personnel assigned to this contract shall not work on any other contract individual agreement be it temporary or part time basis at Ksm.

30 MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

30.1 Throughout the contract duration, contractor shall be responsible for producing monthly report including but not limited to the following important aspect:

- a. Executive summary describing actual building/facilities cleaned vs required in the contract
- b. Status of cleaning equipment
- c. Actual man-power histogram vs planned number of personnel, absenteeism, replaced personnel, etc, this to be provided on monthly basis.
- d. Areas of concern encountered during performance of the services (i.e. access to work site, technical issues, etc), this to be provided on monthly basis.
- e. Any incidence/accidents shall be reported immediately to the concerned County Government of Kisumu representative. Contractors personnel shall fill

incidence/accident forms to be provided by County Government of Kisumu highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/accident taken place during that month.

f. Other reports as requested by County Government of Kisumu representative.

31. ENVIRONMENTAL CONSIDERATION

31.1 As a public organization, County Government of Kisumu shares the government's commitment to environmental sustainability and in particular to sustainable procurement. The contractor is therefore required to be observing the following;

- Use of green products
- Energy reduction
- Use of renewable energy, e.g. solar power, wind power
- Use of environmental friendly materials
- Reduction of water usage
- Reduction of waste
- Use of "green" energy efficient equipment

32 CONTRACTOR OBLIGATIONS

32.1 Notwithstanding the responsibility of contractor to fulfill all the contract obligations, the contractor without being limited to the following shall provide: All cleaning materials, supervision, labor, cleaning equipment necessary for the performance of the services.

Safeguarding of contractors cleaning material stocks and well-being of cleaning equipment within the designated contractors work area in a safe and tidy manner, and the removal away from site of all unused cleaning materials on completion of the County Government of Kisumu representative.

33. COUNTY GOVERNMENT OF KISUMU OBLIGATIONS

33.1 without limiting the responsibility of the contractor in any way to complete the provision of the services, the County Government of Kisumu will provide/assist the following:

Assist to obtain security passes

Review/approval of contractors cleaning material submittals

Review/approval of contractors cleaning method

Review/approval of contractors cleaning equipment

Periodic inspection and auditing of contractor services

ad-hoc inspection of contractor cleaning equipment and personnel.

Prepare key performance indicators and service level agreement in conjunction with the contractor.

34. UNACCEPTABLE METHODS

34.1 methods of cleaning which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or inconvenience to passenger are unacceptable. The contractor shall, at the direction of the County Government of Kisumu representative, investigate all unacceptable methods reported to the County Government of

Kisumu representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

35. COMPLAINTS

35.1 the County Government of Kisumu director's representative shall receive all complaints and any receive directly by the contractor will redirected to the County Government of Kisumu director's representative forthwith.

35.2The County Government of Kisumu director's representative shall notify the contractor of any complaints requiring his attention. The contractor shall deal with such complaints in a prompt, courteous and efficient manner and the contractor shall notify the County Government of Kisumu director's representative for worth of how and when the complaint was resolved.

35.3Complaints received by or referred to the County Government of Kisumu director's representative shall be investigated by the County Government of Kisumu director's representative who, in appropriate cases, can invoke the default provision.

36. CLEANING WORKS ORDERS

36.1The successful contractor representative in consultation with the County Government of Kisumu's representatives shall provide in writing **specific cleaning works orders** within fourteen days from commencement of duties. (This timeframe must be strictly adhered to.)

36.2 Cleaning works orders must be accessible and on site at all times.

These site orders shall inter alia deal with the following issues.

- The number of cleaning personnel required on site.
- The targets to be meet.
- Uniform and dress standards
- General duties
- Required documentation; cleaning rosters, attendance registers, duty rosters and any other necessary documentation.
- Time for reporting for duties.

36.3 Any signed cleaning works orders shall be deemed to be part of the contract.

36.4The successful contractor shall ensure that every staff member understands and complies with the cleaning works orders.

37. MAINTENANCE

The contractor must give a written report on all the defects in the contracted areas on a daily basis.

38. PERFORMANCE MANAGEMENT

38.1 The contractor must perform the required services to standard acceptable to County Government of Kisumu. Key performance indicators (KPIs) will be established to measure the ongoing performance of the contactor.

38.2 County Government of Kisumu may apply the following KPIs as attached in appendix 3:-

- i. Standard of cleanliness
- ii. Cleaning complaints
- iii. Customers services
- iv. Safety management system
- v. Stability of supervisor and staff

- vi. Presentation & uniforms
- vii. Cleaning staff attendance

38.2 The contractor in consultation with the County Government of Kisumu representative may purpose KPI'S which may be used to measure the ongoing performance of the contract

38.4 The contractor will be required to attend a particular site/location with the County Government of Kisumu representative to undertake the KIP'S

38.5 The County government of Kisumu shall carry .out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities.

38.6 Where the inspection or survey indicates that contractor has not performed the service to the specified standard, the Authority shall deduct from the contract price, the cost of materials and labor and of the service for which the contractor is in default and the authority has had to rectify.

38.7 The County government of Kisumu shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.

38.8 Grading for performance standards attained in each month shall be made in the following manner.

90% and above – excellent

80% and above –good

Between 60% and 79% -average

Between 50% and 59% _poor

49% and below –very poor

38.9 In the event that the level of service provided is not satisfactory, the Authority shall deduct from the applicable contract in respect of the relevant month on the following percentages.

Evaluated performance deduction

- Below 80% (poor) 10%
- below 60% (very poor) 20%

39.10 The contractors in consultation with the County Government of Kisumu shall enter in **service level agreement (SLAs)** which will be used to measure the performance of the contractor. Wherever the service levels will not be met than the above deductions will be effected and where the performance for two months will be below 60% then termination proceedings will commence.

39. OTHER SPECIFIC CONDITIONS CONTRACT

Storage facilities if required will be provided to the contractor at rent and other terms to be specified by the Authority.

40. The contractor shall provide refuse bins liners and collect all the refuse from the buildings to the designated garbage collection point.

41. The authority shall not be liable for any inquiry to the tenderer, his servants or licensees caused in the course of/or consequential upon the performance of the service contracted.

42. The contractor shall be responsible for the safety and security of the Authority's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage.

43. The contractor shall not do or suffer to be done anything on the County Government of Kisumu grounds which may render any increased or extra premium payable for the insurance of the County Government of Kisumu or which may make void or voidable any policy for such insurance for the time being held by the Authority and in the event of breach of this covenant, shall:

- a) Repay the Authority all sums paid by way of increased premium and all expenses incurred in or about the renewal or modification of any such policy by reason of such breach or
- b) Compensate the landlord for any claims in respect of such policy thereby rendered void or voidable.

44. Any servant and / or agent of the contractor misconducting himself/ herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the County Government of Kisumu shall be liable to instant removal from the County Government of Kisumu and the Authority may direct impose such conditions as it may deem necessary for his re-admission of the County Government of Kisumu.

45. The contractor, his servants and/ or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the County Government of Kisumu by the authority.

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

47. Subject to the provision of the County government of Kisumu acts or any reenactment or amendment thereof for the time being in force or any other regulations, directives, orders or instructions that may be issued in connection of the operation of the County Government of Kisumu, the authority shall grant to the tender, its employees, servants or agents full access to and from the contract areas for purposes of performance of the services under this contract upon fulfillment of set requirements.

48. The contractor its employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed the authority's as a result of the contractor's or its employees' or agents' failure to observe or comply with such requirements.

49. The contractor shall at all times diligently observe all labor laws in force and shall take all reasonable precautions to prevent any unlawful riots, sit in, boycott of work or disorderly conduct by or amongst his staff and labor for the preservation of peace and protection of persons and property in the County Government of Kisumu. Contravening labor laws may lead to termination.

50. The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.

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

52. Due precautions shall be taken by the contractor and at his own cost to ensure the safety of his staff and labour and in collaboration with and to the requirements and due satisfaction of the port health and at all times to comply with all standard health requirements in and around the County Government of Kisumu which the Authority may from time to time promulgate and allow the designated representation or agent of the Authority including **medical officer of port health** at all reasonable times to inspections of the contract relating to the provisions of the services and all materials, requirements, disinfections and detergents used in connection therewith.

53. Implementation and execution of the contract

53.1 The overall responsibility for the execution and implementation of the cleaning and environmental services at the County government offices will rest with the station manager/ housekeeper who will be the DESIGNATED representative of the contractors.

53.2 The station manager shall have full power and authority to act on behalf of the contractors. In addition the station executive housekeeper must be competent and responsible, and have adequate experience in carrying out the cleaning services and shall exercise personal supervision on behalf of the CONTRACTOR.

54. The station manager responsible for the supervision and management of the CONTRACTORS' personnel.

55. Statutory requirement

55.1 It is important that the contractor fully understands the statutory duties of the County government of Kisumu because it will be incumbent upon the contractor to carry out the service in accordance with those statutory requirements on behalf of the COUNTY GOVERNMENT OF KISUMU. Any penalties prescribed by law and any consequential costs resulting from the contractor failing to carry out those statutory duties shall be paid by the contractor.

56. Development of tools

Tools to be deployed by contractor are the property of the contractor and will be maintained by contractor at his own cost.

The contractor should deploy minimum number of tools and equipment's as per requirement. The tools brought on site will not be allowed to be taken away except for repairs and dispersal till completion of contract duration. In case of any short fall on a particular day the recovery shall be made at the rate as specified intender document.

The contractor should procure / arrange and demonstrate the required equipment/ tools for cleaning services and environmental management within seven days of signing the contract agreement as per the numbers and machines specified in tender document.

Tools / equipment brought by the contractor should always be in working conditions. If any defects occur in the operation, the same shall be repaired and made workable within twenty four hours. However till such time he has to make an alternative arrangements to maintain the premises at his own cost and for his cost and for this alternative arrangements nothing extra is payable. No tool shall be out of order for more than 3 days. If it remains out of order beyond this time, recovery shall be made at the rates specified in tender document for number of days for which machines remain non- functional

60. Provisions of materials

The County Government of Kisumu director's representative in advance. The County Government of Kisumu Director's representative reserves the right to refuse the use of any chemicals on environmental grounds.

The contractor would be expected to adopt/ adjust to new products in the market at no cost to
COUNTY GOVERNMENT OF KISUMU

SECTION V –SCHEDULE OF REQUIRMENTS

SECTION: SCOPE OF CLEANING WORKS.

The scope of the cleaning services includes:

1. Cleaning of all areas as specified in the bill of quantities
2. Environmental management in all areas as specified in the bill of quantities
3. Provision of cleaning consumable materials, tools and equipment. The successful contractor will be required to provide the following and any other suggested consumables and equipment for use in providing contracted services:-

1.1 Consumables

- Quality white toilet papers
- Hand washing soap/cream/foam pink or white in color
- Air fresheners and automated air freshener dispensers in every toilet
- Toilet balls
- Quality hand paper towels (white in color)
- Proper and decent cleaning in progress and wet floors warning signage
- Toilet detergents and disinfectants
- Quality step on dustbins.(all white or blue in color with transparent linings)
- Steps on sanitary bins and automatic sanitary bins for physically challenged users (all white in color with transparent linings)
- Floor strippers water and solvent based
- Detergents
- Transparent bin linings

Equipment and tools

- Yellow dusters and white cleaning cloths
- Piston pump
- Toilet brushes and holders (white in color)
- Mop buckets white or blue
- Floor shining mops
- Brooms
- Deck scrubbers
- Hand brushes
- Yellow dusters and cleaning cloths
- Ordinary dusters
- Caution signs
- Small dustbins (10 ltrs) with transparent liners for offices and lounges

However, the contractor shall be expected to specify and all consumables, tools and equipment to be used to achieve the required standards in the form for list of equipment and materials

SECTION:-CLEANING PERFORMANCE STANDARDS

1. General cleaning

A. sweeping and dusting

1. Lobby and entrance floors will be clean and free of dirt and streaks and there will no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
2. Wads of gum, tar, and other sticky substance will have been removed from the area.
3. Grills and woodwork will be dust-free after dusting.
4. There will not be any spots or smudges on the wall surfaces.

B. Polishing and wall spotting

1. Doorknobs push bars, kick plates, railing s, doors and other surfaces will be clean and polished to an acceptable luster.
2. Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kinds.

C. mopping

1. The floors will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after the mopping operation.
2. Walls, baseboards and other surfaces will be free of watermarks, cars from cleaning equipment striking the surface, and slashing from the cleaning solution and rinse water.
3. All surfaces will be dry and the corners and crevices clean after mopping.

2. Office cleaning

A. trash removal

1. All wastepaper baskets will be empty and in place, clean and ready for use. Liners will be inserted as required.
2. All ashtrays will be empty and in place, clean and ready for use.
3. Ashes and trash bags, when filled will be disposed of quickly.

B. sweeping

1. There will not be any dirt left in corners, under furniture, or behind doors.
2. Baseboards, furniture and equipment will not be disfigured or damaged during the cleaning operation.
3. There will be not any dirt left where sweepings were picked up.
4. Furniture and equipment moved during sw4eeping will be replaced.
5. There will be no trash or foreign matter under desks, tables or chairs.

C. Dusting

1. There will not be any dust streaks on desks or other office equipment.
2. Woodwork, after being properly dusted, will appear bright.
3. Corners and crevices will be free from any dust.
4. There will not be any oily sports or smudges on walls.
5. When inspected, there should be few traces of dust on any surface.

6. Windows, door ledges, doorframes, door louvers, window frames wainscoting, baseboards, columns and partitions will be free of dust.

D. Damp-wiping

1. Mirrors, ashtrays, door glass, and all other glass that can be reached while standing on the floor will be clean and free of dirt, dusts streaks and spots.

E. Clean rugs

2. Rugs will be clean and free from dust, dirt, and other debris.
3. There will be no trash or foreign matter under desks, tables or chairs.
4. Any furniture moved during rug cleaning will be replaced.

4. A. Restroom cleaning

1. Trash containers will be emptied clean.
2. All sanitary receptacles will be clean, both inside and outside, and contain a new liner.
3. No trash or marks will be on the floor.

B. Replenishment of supplies

1. All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)

C. Cleaning of sanitary receptacles

2. All sanitary receptacles will be empty except for a new "liner".
3. All sanitary receptacles will be free of spots, stains and finger marks.
4. All sanitary receptacles will be free of odors.

D. Cleaning of toilet room fixtures

1. All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots and stains.
2. The wall surfaces will be free of spots and smears.
3. All toilet seats will be left in raised position after cleaning. They will be free of spots and stains and the seat hinges will be free of mold.
4. The plumbing fixtures will be free of mold and water stains.

E. Cleaning of sippy dispensers, tile walls, stall partitions, shelves, doors, mirrors and floors

1. All supply dispensers will be clean and free of finger marks and water spots.
2. All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
3. All mirrors should be free of streaks, smudges, water spots, dust, lipstick smudges and should not be cloudy.
4. Walls stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks and mold.
5. Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains and strings. Particular attention should be given to areas under urinal.

5. Wall cleaning

A. Wall washing

1. There will be no streaks or spots remaining on walls or signs of not overlapping.
2. There will no smudges, spots at points where cleaning of lower and upper halves of the wall overlaps.
3. No water will have been spilled on floor or furnishings.
4. Wall will be uniformly clean all over.
5. Woodwork on doors, windows, and moldings will be clean.

B. furniture replacement

All furniture, pictures, and furnishings moved during the wall washing operation will be returned to their original position.

7. Floor cleaning

1. Cleaning solutions, where used, will have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.
2. Proper precautions will have been taken to advise building occupants of wet and /or slippery floor conditions.
3. The space to be mopped will have been properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

B. floor mopping

1. The mopping work will have been performed in such manner as to properly clean the floor surface; care is to be taken to see that the correct type and mixture of cleaning solution, if required, has been used, proper extraction methods will be used to eliminate residue buildup in seams and discoloring of grout.
2. All mopped areas will be clean and free from dirt, streaks, mop marks, and strands, etc; properly rinsed, if required, and dry mopped for an overall appearance of cleanliness.
3. Walls, baseboards, and other surfaces will be free of watermarks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.
4. Care will have been taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas or baseboards.

F. Furniture arrangements

1. All rug edges will be replaced to their proper position
2. All moved items of furniture and office equipment will be returned to their original positions.
3. Care will have been exercised to avoid damage to building and /or office equipment.

7. Waste disposal

A. paper and trash collection, removal and disposal

1. Bagged trash will be deposited in a pre-approved location
2. Any paper and trash spilled during the collection process will have been cleaned up.

TENDERER'S STATEMENT FOR MATERIALS, EQUIPMENT AND PERSONNEL CLEANING AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT FOR OFFICES

The materials and equipment provided must be adequate to provide the service required to the required to the required standard and must be available and I use on site for the duration of the contract. The equipment must be maintained in good working order at all times. Bidders must indicate the tools, machines, materials and equipment's as a minimum that they shall use in executing the contract.

EQUIPMENT

NO.	Item	Minimum	Tender statement of compliance
1	Grass cutters	1	
2	Water bowser	1	

Consumables

NO.	Item	Minimum	Tender statement of compliance
1	Toilet papers white		
2	White hand paper towels		
2	Liquid disinfectants, methylated spirit and Dettol		
3	Vim powder		
4	Pink hand washing cream		
5	Automatic air fresheners and dispensers		
6	Toilet balls		
7	Multipurpose detergent		
8	Step on sanitary bins white		
9	W.C brushes white		
10	W.C brushes holder white		
11	Scotch rite		
12	Mutton cloths and yellow dusters		
13	Force pump		
14	Hand gloves surgical/HD		
15	Step on dustbins white		
16	Transparent bin liners		
17	Mop single bucket		
18	Heavy duty mops		
19	Caution signs		
20	Water for cleaning/washrooms		
21	Slashes/ pangas		
22	Jembes/shovels		

Personnel

No.	Designation	Minimum number	Minimum qualification	Experience in similar job	Tenderer statement of compliance
1	Supervisors	1	Certificate	1 year	
2	Cleaners and gardeners	7	KSCE	-	

All tenderers must give a compliance statement that they will comply to the minimum requirements for equipment's, consumables and personnel as indicated above. In the event that the successful tenderers cannot provide the minimum number equipment and personnel for the execution of the contract, the following penalties will apply;

Penalties

The following penalties will be imposed on the contractor for not deploying the manpower as given below:-

S.NO.	Designation	No.	Recovery rate per shift per person (in kshs)
1	Supervisors	1	2,500.00
2	Cleaners/ gardeners	1	1000.00

Consumable

The following **penalties** will be imposed on the contractor for lack of consumable as given below.

No.	Item	Recovery rate for lack/not enough consumable per day(in kshs)
1	Toilet papers	1000.00
	Liquid disinfectant	200.00
3	Vim powder	500.00
4	Refresh hand cream	500.00
5	Air fresheners	600.00
6	Toilets balls	200.00
7	Multipurpose detergent	1000.00
8	Hand paper towels	100.00
9	W.C brushes	100.00
10	W.C holders	100.00
11	Scotch rite	100.00
12	Mutton cloth	100.00
13	Force pump	100.00
14	Hand gloves	500.00
	Step on dustbin	500.00
16	Transparent liners	100.00
17	Mop single bucket	100.00

18	Heavy duty mops	100.00
19	Caution signs	700.00
22	Steps on sanitary bin	500.00
23	Other not specified but necessary for the performance of cleaning service	300.00 per item

NOTICE: the above penalties will apply for not more than two months. Beyond two months termination proceedings will commence as specified in the special conditions of contract.

DESCRIPTION OF ENVIRONMENTAL SERVICES

1. GENERAL

This scope of work details the work to be carried out on environmental management in the Building side areas specified in this document. The tenderer shall be deemed to have full information of the site and the locations where the services shall be performed.

The scope of the works shall entail among others:-

- i. Provide the necessary tools and clean water to maintain the hedges, to the highest standards by spot weeding the base, pruning, and fertilization, spraying and/or watering as directed.
- ii. Provide the necessary requirements and maintain the grass at the County government by cutting the grass to recommended levels and cutting down trees and shrubs including, removal of pests and landscaping. Collecting stones and carting away to a disposal centralized point.
- iii. Collect garbage and cart away to the designated site disposal.
- iv. Provide the necessary tools and carry out sweeping work of the bituminous surfaces and pavements

The contractor will be required to maintain all the areas with the highest standards of decorum as is applicable to the satisfaction of the Authority and for this purpose, his obligations will at a minimum include the following:-

- ❖ Grass cutting on all areas of the landside and on the building side shall be carried on a regular basis to ensure it is trimmed at all times throughout the year. Grass in all areas as detailed in the contract shall not be allowed to exceed 50mm in height at any time.

PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES BILL OF QUANTITIES FOR CLEANING AND ENVIRONMENTAL

WORKS AT KISUMU COUNTY GOVERNMENT OFFICES

BILLS OF QUANTITIES

The table below shows the floors and wings occupied by the County Government offices within the prosperity house.

Floor	No of toilet	Wing A	Wing B	Wing C	Cost per unit	Total amount
Basement	-	√	√	√		
1 st	2	√	B	√		
2 nd	8	√	√	√		
3 rd	-	-	-	-		
4 th	8	√	√	√		
5 th	4	√	√	√		
6 th	2	-	√	-		
7 th	-	-	-	-		
8 th	4	√	√	√		
9 th	12	√	√	√		
10 th	-	-	-	-		
11 th	2	√	-	-		
	Environmental works					
	Compound grass cutting, flower hedging and environmental maintenance		2HA			
	Sub total					
	ADD 16% V.A.T					
	GRAND TOTAL					

Amount in words:.....

APPENDIX I

Resume of proposed personnel

Name of bidder:

Position:		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	telephone	Contact (manager/ personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company /project/position/relevant technical and management experience

APPENDIX 2

An inspection report shall be prepared by the County Government of Kisumu Director's representative and co-signed by the shift supervisor as below:-

COUNTY GOVERNMENT OFFICES: QUALITY INSPECTION REPORT SHEET								
INSPECTION CARRIED OUT BY:							DATE:	
SCHEDULE / AREA							TIME:	
	MON	TUE	WED	THUR	FRI	SAT	SUN	County government director's representative comments
General								
1 Bins								
2 Floor								
3 Walls								
4 Doors								
5 Fix /Fittings								
6 Furniture								
7 Internal Glass								
8 Low Level Dust								
9 High Level Dust								
10 Telephone								
WASHROOMS								
11 Toilet Bowl								
12 Urinal								
13 Basin / Sinks								
14Taps								
15 Cistern								
16 Mirrors								% Rating
17 Splash Back								<u>No of Ticks</u> (No of ticks + No Crosses) x 100
18 Tiles								
19 Cubicle Walls								
20 Bath/ Shower								
21 Dispensers								
SERVICES								
22 Toilet Rolls								
23 Hand Towels								
24 Soap								
OTHERS								

25 Chewing Gum								
Graffiti								
Defect Number			Reason for defect			Time to rectify	Recheck date	
			Signed:				County government director's representative comments	
			Grading					
			A – Excellent					
			B – Good					
			C- Average					
			D – Poor					
			E – Very Poor					

**APPENDIX 3
KEY PERFORMANCE INDICATORS FOR CLEANING AND
ENVIRONMENTAL SERVICES**

KPL's for cleaning contractor	Excellent	good	Average	Poor	Very poor	Rating
Cleaning standard	The standard of cleaning as observed on regular inspection this month is excellent, no issue to rectify. Always the same high standard	The standard of cleaning as observed on regular inspection this month is very good, few issues to action. Usually a consistent high standard	The standard of cleaning as observed on regular inspection this month is acceptable , few issues to action consistently to acceptable standard	The standard of cleaning as observed on regular inspection this month is bellow standard. Numerous issues to rectify. Inconsistent , often a lot of issues to deal with	The standard of cleaning as observed on regular inspection this month is very poor, standard. Building was noticeable unclean. Very inconsistent usually a poor standard	
Complaints	We receive compliments from public and tenants but no complaints	Very few complaints or none, from the public or tenants	Few complaints from the public or tenants	Some complaints from the public or tenants	Constant complaints from the public or tenants	
Customer service	Individual cleaners go above and beyond the call of duty. High standard verified by head (if relevant)	Cleaners are proactive in offering service. High standard verified by head (if relevant)	Acceptable cleaners are polite and helpful. High standard verified by head (if relevant)	Needs improvement cleaners polite, but not very helpful. Poor result from hoed (where relevant)	Poor or none. Cleaners are impolite. Poor results from hoed (where relevant)	
Waste management	Waste bins are spotless. Waste system is optimized; cleaners make pro-active contribution.	Waste bins are excellent; waste management is excellent	Waste bins are acceptable, waste management is acceptable	Some problems in docks	Waste bins are unacceptable : waste system is disorganized recycling is	

					not effective	
Safety management system	Excellent safety management system, up with best in this trade. Includes up to date training records. Clear signs of implementation	Very good SMS, includes training records. Clear signs of implementation.	Acceptable SMS, documentation is complete and safe work practices are observed.	SMS is incomplete or needs improvement. Doubts over implementation	Inadequate SMS. Definite signs of non-implementation. Unsafe work practices are observed.	
Stability of supervisors & staff	Housekeepers, supervisor and cleaners, with no charges. Few site staff changes.	Very good housekeeper, supervisor and cleaners; changes are rare. Few site staff changes	Shift supervisor do not change often. Site staff reasonably stable.	Too many changes to senior staff. Many changes to site staff.	Housekeeper / shift; supervisor change frequently. Many changes to site staff.	
Presentation & uniforms	All staff are well presented in perfect uniform and equipped at all times.	All staffs are well presented. Very high standard of all the time, few exceptions	Occasional exceptions but promptly rectified. Overall acceptable	Often a staff member unacceptable	Many people often out of uniform or look untidy or not equipped.	

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the County Government of Kisumu in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the County Government of Kisumu and the Services being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (b) Information that complement provisions of Section III must be incorporated and
- (c) Amendments and/o supplements to provisions of Section III, as necessitated by the circumstances of the Services being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for Services. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The County Government of Kisumu reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

[Text of Technical Specifications to be inserted in the tender documents by the County Government of Kisumu, as applicable]

SECTION VI- SCHEDULE OF REQUIREMENTS

ACTUAL PROVISION OF SERVICE

No	STAFF CADRE	No of Staff
1	Station Manager	
2	Supervisors	
3	Cleaners	
	Total	

DAILY ACTIVITIES

TIME	ACTIVITY
6:30-8.00	
8:30-12:00	
12:00 – 1PM	
1PM-2:00PM	
2:00PM – 4PM	

SECTION VIII - STANDARD FORMS

- 1) FORM OF TENDER
- 2) PRICE SCHEDULES
- 3) CONTRACT FORM
- 4) CONFIDENTIAL QUESTIONNAIRE FORM
- 5) TENDER SECURITY FORM
- 6) TENDER SECURING DECLARATION FORM
- 7) DECLARATION FORM

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of County Government of Kisumu]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(County Government of Kisumu)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																				
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p>																				

Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1
2
3
4
5

Date Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW
ALL PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [name of County
Government of Kisumu} (hereinafter called “the County Government of Kisumu”) in the
sum of for which payment well and truly to be made to
the said County Government of Kisumu, the Bank binds itself, its successors, and assigns
by these presents. Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the County Government of Kisumu during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the County Government of Kisumu up to the above amount upon receipt of its first written demand, without the County Government of Kisumu having to substantiate its demand, provided that in its demand the County Government of Kisumu will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between [*name of Procurement entity*] of [*country of Kisumu*]
(hereinafter called “the County Government of Kisumu) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the County Government of Kisumu invited tenders for certain Services] and
has accepted a tender by the tenderer for the supply of those Services in the sum of
..... [*contract price in words and figures*] (hereinafter called “the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the County Government of Kisumu’s Notification of Award
3. In consideration of the payments to be made by the County Government of Kisumu to the tenderer as hereinafter mentioned, the tender hereby covenants with the County Government of Kisumu to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The County Government of Kisumu hereby covenants to pay the tenderer in consideration of the provisions of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the County Government of Kisumu

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of County Government of Kisumu]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
[Reference number of the contract] dated _____ 20 _____ to supply
..... *[description of Services]* (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM (NOT REQUIRED)

To
[name of County Government of Kisumu]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the County Government of Kisumu a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the County Government of Kisumu on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the County Government of Kisumu and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]