

REPUBLIC OF KENYA



THE COUNTY GOVERNMENT OF KISUMU

DEPARTMENT OF FINANCE

(YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITY)

Tender No. TENDER NO: CGK/FIN/CSS/2019 – 2022/007

PROVISION OF CLEANING AND SANITARY SERVICES AT KISUMU COUNTY
GOVERNMENT HEADQUARTERS' OFFICES

County Secretary
The County Government of Kisumu
P O BOX 2738 -40100
KISUMU

Dated: 19th February,

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INVITATION FOR TENDERERS

TO _____

Dear Sir/Madam

RE: PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT HEADQUATER OFFICES TENDER NO: CGK/ADM/CS/2019 – 2022/007

County Government of Kisumu invites competent firms to submit sealed bids for the Provision of Cleaning, Environmental and Sanitary Services at the County Government of Kisumu offices for a period of one year.

Tender documents detailing the requirements may be obtained from the Director Supply Chain Management, County Government of Kisumu, on normal working days from Monday to Friday (excluding any public or gazette holiday) beginning on **19th February 2020** between **8.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.30 p.m.**

Tender documents can be downloaded free of charge from County Government of Kisumu's website www.kisumu.go.ke, and suppliers portal <https://supplier.treasury.go.ke>.

Tenderer are advised to Complete tender documents and submit in plain sealed envelopes clearly marked

PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT COUNTY GOVERNMENT OF KISUMU HEADQUATER OFFICES TENDER NO. CGK/ADM/CS/2019 – 2022/007

and deposited in the Tender Box located on the 2nd Floor at prosperity house (Huduma Center) County Government of Kisumu Headquarters to be addressed to

County Government of Kisumu
Prosperity Building
P. O. Box 2738 - 40100
Kisumu, Kenya.

Tenderer must submit both hard and soft copy through IFMIS suppliers portal <https://supplier.treasury.go.ke>.

Tenders will be opened immediately after on Tuesday **3rd March 2020 at 10.00 am local time** in the presence of tenderers 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 **24th FEBRUARY, 2020 at 10.00 am local time** at County Government Offices boardroom.

Any additional information, addendums or clarifications in respect to this tender will be available in our Kisumu County website <https://KisumuCounty.go.ke>.

<https://supplier.treasury.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.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is for Youths, Women and People Living with Disability. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The County Government of Kisumu's employees, executive members, directors and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document N/A.
- 2.2.3 The County Government of Kisumu shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda that may be issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Declaration form

xiii) Tender Securing Declaration form

- 2.3.2. 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.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the County Government of Kisumu in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The County Government of Kisumu will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”

- 2.4.2. The 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

2.5 Amendment of documents

- 2.5.1. 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.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. 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.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the County Government of Kisumu, shall be written in English language. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the County Government of Kisumu’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 since this tender is for youths, women and people living with disability, the tenderer are expected to fill tender security declaration form

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the County Government of Kisumu.

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy them, the original shall govern.

2.14.2 The original and one copy 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. All pages of the tender, except for an amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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. The inner and outer envelopes shall:

(a) be addressed to the Head of Supply Chain Management 2nd Floor Prosperity House Huduma Center opposite Central Bank P.O BOX 2738-40100 Kisumu

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE Tuesday 3rd March 2020 at 10.00 am local time

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the County Government of Kisumu will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than Tuesday **3rd March, 2020 at 10.00 am local time**

2.16.2 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 6, in which case all rights and obligations of the County Government of Kisumu and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

2.17.1 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 tender's is received by the County Government of Kisumu prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 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 2.12.7.

2.17.5 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.

2.17.6 The 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.

2.18 **Opening of Tenders**

2.18.1 The County Government of Kisumu will open all tenders in the presence of tenderers' representatives who choose to attend, on Tuesday **3rd March 2020 at 10.00 am local time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The County Government of Kisumu will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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 tenderer/s tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The County Government of Kisumu will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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 quantity, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The County Government of Kisumu may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the County Government of Kisumu will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

(a) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The County Government of Kisumu may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the County Government of Kisumu

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the County Government of Kisumu on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the County Government of Kisumu deems necessary and appropriate.

2.24.3 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

2.24.3 Subject to paragraph 2.29 the County Government of Kisumu will award the contract to the successful tenderer 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.

2.24.4 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's action. If the County Government of Kisumu determines that none of the tenderers is responsive; the County Government of Kisumu shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the County Government of Kisumu. pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the County Government of Kisumu will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the County Government of Kisumu notifies the successful tenderer that its tender has been accepted, the County Government of Kisumu will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (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.

2.26.3 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.

2.27 **Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The County Government of Kisumu requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

2.28.3 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 for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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 HEADQUARTER OFFICES CGK/ADM/CS/2019 – 2022/007

Clause Reference

2.11.1. The qualification requirements are as below

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 4 stages, namely:

1. Determination of Responsiveness
2. Detailed Technical Examination
3. Financial Evaluation
4. Combination of Technical, Tender Submission Comparison and Financial Score

STAGE 1 – DETERMINATION OF RESPONSIVENESS

PRELIMINARY EXAMINATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions may include the following:

- i) Provide Certified copy of Registration Certificate
- ii) Provide Certified copy of Tax Compliance Certificate
- i) Provide Certified copy of Compliance certificate from statutory bodies
- ii) Provide Certified copy of Certificate of compliance to minimum wages as per labour laws
- iii) Certified copy of Single Business Permit preferably from Kisumu County.
- iv) Provide certified copy of certificate of Registration with relevant bodies
- v) Tender security declaration form dully filled and signed.
- vi) Dully filled Form of Tender
- vii) Attach Site Visit Form
- viii) Attach copy of CR 12
- ix) Filled Confidential Business Questionnaire
- x) Fully filled and signed Form of Tender.
- xi) Tenderer must submit both hard copy and do online bidding through the suppliers portal <https://supplier.treasury.go.ke>.
- xii) Bidders shall sequentially serialize all pages for each tender document submitted failure to which the bidder shall be disqualified.

2. TECHNICAL EVALUATION

The tender document shall be examined based on clause 4 of the Instruction to Tenderers which states as follows:

In accordance with clause 4.4 of Instruction to Tenderers, ‘the tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request’. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1:

Item	Description	Point Scored	Max. Point
i.	Statement of Compliance:		6.0
ii.	a) Professional Affiliate Certificates (Certified copies)		2
iii.	b) Proof of Government Statutory contributions, i) NHIF(Certified copies)-----3 ii_ NSSF (Certified copies)-----3		6
iv.	c) Proof that remunerations are according to labour rate requirements (Attach Payroll)		5
v.	d) Compliance with occupational health safety of workers (Attach certified evidence)		5

vi.	Key Personnel (Attach evidence)			6.5
	Director of the firm		1.5	
	○ As specified in CR 12 form ----- 1.5			
	○ No evidence ----- 0			
	At least 1No. degree/diploma of key personnel in relevant field		1.5	
	○ With over 3 years relevant experience ----- 1.5			
	○ With over 2 years relevant experience ----- 1.0			
	○ With under 1 years relevant experience----- 0.5			
	At least 1No certificate holder of key personnel in relevant field		1.5	
	○ With over 3 years relevant experience ----- 1.5			
	○ With over 2 years relevant experience ----- 1			
	○ With under 1 years relevant experience----- 0.5			
vii.	Contract handled in the last five (3) years (Max of 5 No.) [Attach award letter, local service order or contract agreement]		5.5	5.5
	○ Contract of similar nature, complexity and magnitude ----- 5.5			
	○ Contract of similar nature but of lower value than the one in consideration ----- 3.5			
	○ No Contract of similar nature----- 0			
viii.	On-going Contract (Max of 5 No.) [Attach award letter, local service order or contract agreement]		4	4
	○ Contract of similar nature, complexity and magnitude -----4			
	○ Contract of similar nature but of lower value than the one in consideration – -----3			
	○ No ongoing Contract of similar nature -----0			
ix.	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc)		5	5
	○ Has financial resources equal or above the cost of the Contract – 5			
	○ Has financial resources below the cost of the Contract -----2.5			
	○ Has not indicated sources of financial resources ----- 0			
x.	Sanctity of the Tender Document		5	5
	○ Having the document intact (not tempered with in any way) ----- 5			
	○ Having mutilated or modified the tender document -----0			
	Total amount scored			50

Any bidder who scores **35 points** and above shall be considered for further evaluation.

The Technical Evaluation Score will be carried forward to **STAGE 4**

The tenderer/bidder among the qualified (responsive as per evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening would be recommended for 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 is 120 days

2.15.1. Tender must submit one original and one copy properly sealed and addressed

2.18. The opening date Tuesday **3rd March 2020 at 10.00 am local time**

2.30. The performance security is 1% of the contract price.

Pre-tender meeting/Site Visit

A site visit/pre-bid meeting will be on **24th FEBRUARY, 2020 at 10.00 am local time** at the County Government Offices Second floor. The site visit will start at 10.00 am and it is mandatory that all bidders must attend. Failure to attend will lead to disqualification. Although attendance of the pre-bid meeting is not mandatory, the tenderer's site visit at his/her own time is mandatory and shall ensure that the site visit certificate is signed after such a visit. The costs for this visit are the tenderer's cost

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the County Government of Kisumu under the Contract.
- d) “The County Government of Kisumu” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

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 under the contract or any part thereof.

3.6 Performance Security

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 where applicable 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The County Government of Kisumu or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The County Government of Kisumu shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Government of Kisumu.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the County Government of Kisumu may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the County Government of Kisumu.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the Authority that services have been offered

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the County Government of Kisumu's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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.

3.10 Termination for Default

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 provide any or all of the services within the period(s) 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.

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, services similar to those undelivered, and the tenderer shall be liable to the County Government of Kisumu for any excess costs for such similar services.

3.12 Termination of insolvency

The County Government of Kisumu may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the County Government of Kisumu.

3.13 Termination for convenience

The County Government of Kisumu by written notice sent to the contractor may terminate the contract in whole at any time for its convenience. The notice of termination shall specify that the termination is for the County Government of Kisumu convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.14 Resolution of disputes

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address as may be specified by both parties.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION D. SPECIAL CONDITIONS OF CONTRACT FOR CLEANING SERVICES

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

1 Definitions

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 services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the County Government of Kisumu under the Contract.
- d. "The County Government of Kisumu" means the organization sourcing for the services under this Contract.
- e. "The contractor means the individual or firm providing the services under this Contract.
- f. "GCC" means general conditions of contract contained in this section
- g. "SCC" means the special conditions of contract

- h. **“Days”** are calendar days;
- i. **“Months”** are calendar months.
- j. **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k. **“Site”** means the place or places where the Services are to be carried out.
- l. **“Kisumu County’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- m. **“Specification”** means the Specification of the Services included in the Contract.
- n. **“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 Agreement;
- o. **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p. **“Party”** means either Ksm County or the Contractor
- q. **“Both Parties”** means Ksm County and the Contractor
- r. **“Rates”** means the costs and charges of the services the Contractor shall provide to Ksm County; as provided for in the Second Schedule of this Agreement;
- s. **“Cleaning Services”** means the cleaning services, that will be provided to Ksm County by the Cleaning Company pursuant to this Agreement and includes any additional or incidental services that may be requested by Ksm County from time to time;
- t. **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to Ksm County as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order

2. **CONTRACT DOCUMENTS**

- 2.1 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 Conditions of Contract and Special Conditions of contract
 - e. Technical Specifications,
 - f. Schedule of Rates

- g. Tenderer Statement of compliance
- h. Key Performance Indicators and Services Level Agreement as will be agreed by both parties

3. EMPLOYER'S REPRESENTATIVE'S DECISIONS

- 3.1 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.

4. INSTRUCTIONS

- 4.1 The Contractor shall carry out all instructions of the ksm county's Representative which are in accordance with the Contract.
- 4.2 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

5. MANAGEMENT MEETINGS

- 5.1 A Contract top management meeting shall be held and attended by the Employer's Representative 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 actions to be taken shall be decided by the Employer's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 5.2 A formal meeting between the supervisor of the contract and Ksm County 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.
- 5.3 Communication between parties shall be effective only when in writing.

6. DURATION OF CONTRACT

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

7. PERFORMANCE APPRAISAL

- 7.1 On a monthly basis the employer's representative(s) 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 locations and the cleaning standards for respective lots.

8. NON PERFORMANCE PENALTY

8.1 In the event that the Contractor does not administer the contract in whole or in part, KSM COUNTY shall apply penalties as specified in this document. Any persistence beyond two months will call for termination proceedings to commence

9. TERMINATION

9.1 Ksm County may without prejudice 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 Ksm County in the performance of this Agreement and

(ii) The Contractor fails to perform any other obligation under this Agreement.

(b) **By Agreement** Either party may terminate the Agreement by giving to the other party three (3) months' notice in writing or payment of three

(3) months to offset fees and charges in lieu of such notice;

9.2 On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's 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 divulged to any person or third party any information relating to the business or affairs of Ksm County.

11. ASSIGNMENT

11.1 The Contractor shall not assign or sub-contract any of its rights or duties under his Agreement

12. SUB-CONTRACT

12.1 The contractor shall not be sub-contracted under this agreement.

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. PROVISIONS AND STANDARD OF SERVICE

- (b) The Contractor shall provide services of acceptable standards set by Ksm County in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of Ksm County;
- (c) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by Ksm County
- (c) If at 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 Ksm County in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable Ksm County shall evaluate the condition and may, at its sole discretion, waive the contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

15. SUPERVISOR(S) QUALIFICATION

15.1 The contractor supervisor on the ground **must** have the under listed qualifications:

- (a) At least a pass in "O" Level Certificate
- (b) A certificate in housekeeping from a recognized institution

15.2 The contractor shall undertake basic training of his staff on environmental management, occupational safety and health, firefighting, 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 Ksm County a list of staff and the copies of their National Identity Cards. Where there are changes in staffing Ksm County should be notified prior to deployment of the new staff.

17. PERFORMANCE SECURITY

17.1 The Contractor shall before be executing this agreement furnish Ksm County with a Tender Securing Declaration Form.

18. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

18.1 The Contractor shall not; Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne 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 Ksm County on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of Ksm County

20. NOTICE ADDRESSES

20.1 Any notice to be served on either of the parties by the other shall be sent 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

22.1 The Contractor shall indemnify and keep indemnified Ksm 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 Ksm County, 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 Ksm County 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 Ksm County, its servants or agents. The Contractor

will indemnify Ksm County against all actions, claims and demands in respect of such injury.

24.2 The Contractor shall be required by Ksm County 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, Ksm County shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum until actual delivery of services and after this Ksm County 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 KSM County 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 KSM County. 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 KSM County Security Dept. Any lost or stolen cards must be reported to KSM County 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 KSM County 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 KSM County Representatives.
- 28.5 All uniforms shall be subject to regular inspection by KSM County Representatives. Contractor's personnel shall ensure that the uniform is clean and his appearance is neat and tidy at all time while providing the services.
- 28.6 All Contractors personnel shall wear uniforms that will be styled and colored as approved by KSM County. 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 Contractor shall not transfer, remove, or replace any of his personnel who are providing the Services without the informing KSM County
- 29.4 Should KSM County identify any Contractor's 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 KSM County.
- 29.5 Contractor shall ensure without fail that KSM County is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by Contractors Supervisor to KSM County 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 Contractor should not change or relocate any personnel without informing KSM County.
- 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 aspects:

- 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 issue, etc), this to be provided on monthly basis.
- e. Any incidence/accidents shall be reported immediately to the concerned Ksm County Representative. Contractor's personnel shall fill incidence/ accident forms to be provided by Ksm County 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 Ksm County Representative.

31. ENVIRONMENTAL CONSIDERATION

31.1 As a public organization, Ksm County 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 OBLIGATION

32.1 Notwithstanding the responsibility of Contractor to fulfill all the Contract obligations, the Contractor without being limited to the following shall provide:

- 1 All cleaning materials, supervision, labor, cleaning equipment necessary for the performance of the Services.
- 2 Safeguarding of Contractor’s cleaning material stocks and well-being of cleaning equipment within the designated Contractor’s work area in a safe and tidy manner, and the removal away from site of all unused cleaning materials on completion of the Services to the satisfaction of Company.
- 3 Report any and all maintenance defects or breakdowns encountered during the course of their duties to the KSM County REPRESENTATIVE immediately;

33 KSM COUNTY OBLIGATIONS

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

1. Assist to obtain security passes.
2. Review/Approval of Contractor’s cleaning material submittals
3. Review/Approval of Contractor’s Cleaning Method
4. Review/Approval of Contractor’s cleaning equipment
5. Periodic inspection and auditing of Contractor Services
6. Ad-hoc inspection of Contractor cleaning equipment and personnel .
7. 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 KSM County representative, investigate all unacceptable methods reported to the KSM County representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

35 COMPLAINTS

35.1 The KSM County Director's representative shall receive all complaints and any received directly by the Contractor will be redirected to the KSM County Director's representative forthwith.

35.2 The KSM County 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 KSM County Director's representative forthwith of how and when the complaint was resolved.

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

36 CLEANING WORKS ORDERS

36.1 The successful Contractor representative in consultation with the KSM County'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 available 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.

36.4 The 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 KSM County. Key performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.

38.2 KSM County may apply the following KPIs as attached in appendix 3:-

- i. Standard of cleanliness
- ii. Cleaning complaints
- iii. Customer service
- iv. Safety management system
- v. Stability of Supervisor and staff
- vi. Presentation & uniforms
- vii. Cleaning staff attendance

38.3 The contractor in consultation with the KSM County representative may propose 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 KSM County representative to undertake the KPI

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 the contractor has not performed the services to the specified standards, 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% 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 price in respect of the relevant month on the following percentages:-

Evaluated Performance

- Below 80% (Poor)
- Below 60 % (Very poor)

Deduction

- 10%
- 20%

39.10 The contractor in consultation with the KSM County shall enter into **Service Level Agreements (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.

OTHER SPECIAL CONDITIONS OF CONTRACT

- 39 The successful bidder will meet the cost:
- Access passes and charges for his employees-
 - Access and toll charges
 - Security passes Kshs 3,000.00 per person per year.
- 40 Storage facilities if required will be provided to the contractor at rent and other terms to be specified by the Authority.
- 41 The contractor shall provide refuse bins with liners and collect all the refuse from all the buildings to the designated garbage collection point
- 42 The Authority shall not be liable for any injury to the tenderer, his servants or licensees caused in the course of/or consequential upon the performance of the services contracted herein.
- 43 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.
- 44 The contractor shall not do or suffer to be done anything on the KSM County grounds which may render any increased or extra premium payable for the insurance of the KSM County 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.
- 45 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 KSM County shall be liable to instant removal from the KSM County and the Authority may directly impose such conditions as it may deem necessary for his re-admission of the KSM County.

- 46 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 KSM County by the Authority.
- 47 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 KSM County or any third parties arising from or in connection with any neglect or wrongful omissions or willful default of the Contractor, its employees, agents or sub-contractors, arising from or in connection with the performance of the services.
- 48 Subject to the provisions of the County Government of Kisumu Acts or any re-enactment 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 KSM County, the Authority shall grant to the Tenderer, 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.
- 49 The contractor it's employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Authority to be observed or complied with and shall indemnify the Authority for any loss or damages incurred by the Authority's as a result of the Contractor's or it's employees' or agents' failure to observe or comply with such requirements.
- 50 The contractor shall at all times diligently observe all labour 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 labour for the preservation of peace and protection of persons and property in the KSM County. Contravening labour laws may lead to Termination
- 51 The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.
- 52 The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.
- 53 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 KSM County 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 inspect the operations of the contract relating to the provisions of the services and all materials, equipments, disinfectants and detergents used in connection therewith.

54 Implementation and execution of the contract

54.1 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.

54.2 The Station Manager shall have full power and authority to act on behalf of the Contractor. 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.

55 The Station Manager responsible for the supervision and management of the CONTRACTORS' personnel.

56 Statutory Requirements

56.1 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 KSM COUNTY. 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.

57. Deployment 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 equipments as per requirement. The tools brought on site will not be allowed to be taken away except for repairs and disposal 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 in tender 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 this alternative arrangement 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 Contractor shall supply all equipment, tools and materials, including consumables such as toilet rolls, soap, etc., required throughout the performance of the Service and shall include for the provision of such materials in his Tender. All materials used shall be approved by the KSM County Director's representative at least one month prior to the Commencement Date and any proposed changes shall be discussed with and agreed by

the KSM County Director's representative in advance. The KSM County 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 KSM COUNTY.

SECTION V – SCHEDULE OF REQUIREMENTS

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
- Toilets 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)*
- step-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 pumps
- Toilets 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 list 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 streaks and there will be 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, railings, 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, scars from the cleaning equipment striking the surfaces, and splashing 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 not be any dirt left where sweepings were picked up.
4. Furniture and equipment moved during sweeping 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 spots or smudges on walls
5. When inspected , there should be few traces of dust on any surface.
6. Windowsills, 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, dust, 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.

5. 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 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

1. All sanitary receptacles will be empty except for a new "liner".
2. All sanitary receptacles will be free of spots, stains, and finger marks.
3. 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 Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, 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 area under urinal.

6. Wall Cleaning

A. Wall Washing

1. There will be no streaks or spots remaining on walls or signs of not overlapping.
2. There will be no smudges, spots at point where cleaning of the 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

1. All furniture, pictures, and other 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 during movement of the furniture, etc.

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 FOR CLEANING AND ENVIRONMENTAL SERVICES AT KISUMU COUNTY GOVERNMENT OFFICES

The materials and equipment provided must be adequate to provide the service required to the required standard and must be available and in use on site for the duration of the contract. The equipment must be 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

EQUIPMENTS

No.	Item	Minimum Reqcd.	
1.	Lawn mower	3	

Consumables

No.	Item	Minimum amount required per month	Tenderer statement of compliance
1	Toilet papers White		
2	White hand Paper Towels		
	Liquid Disinfectants, methylated spirit and		

2	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 brush holders white		
11	Scotchbrite		
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 Water for		
20	cleaning/washrooms		
21	Slashers/ pangas		
22	Jembers/Shovels		

personnel

No	Designation	Minimum number	Minimum Qualification	Experience in similar job	Tenderer Statement of compliance
	Supervisors		Certificate	1 year	
	Cleaners and Gardeners		KSCE	-	

All tenderers must give a compliance statement that they will comply to the minimum requirements for equipments, 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:-

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:-

1. 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.
2. 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
3. Collect garbage and cart away to the designated site disposal
4. 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 50 mm in height at any time.

- Collecting of stones in all areas where grass is cut shall be done on a daily basis to ensure effective grass cutting with brush cutter
- Spraying weed killer on the weeds (especially grass) growing on the pavements and removing the same manually

TECHNICAL SPECIFICATIONS AND BILLS OF QUANTITIES
BILLS OF QUANTITIES

The bills of quantities for Provision of Cleaning and Environment Services should be read in conjunction with the instructions to bidders, special conditions of contracts, the schedule of works and drawings.

This bill of quantities is the basis for payment of the Cleaning Services that are to be provided on a lump per square metre covered under the contract. The rates given by the bidder shall, except insofar as otherwise provided under the contract, shall include all equipment, labour, management/supervision, materials/consumables, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract.

Payment shall be made in accordance with the actual performance of the contractor and compliance with the Service Level Agreement to be entered between the contractor and KSM County. Failure to meet the Service Levels will result in payment reductions in accordance with the special conditions of contract.

A unit rate or price shall be entered by the bidder against each area in the bill of quantities. The cost of cleaning an area against which the bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the bill of quantities.

PROVISION OF CLEANING,SANITARY AND ENVIRONMENTAL SERVICES

BILL OF QUANTITIES FOR CLEANING AND ENVIRONMENTAL

WORKS AT KISUMU COUNTY GOVERNMENT OFFICES

PROVISION OF CLEANING SERVICES AND SANITARY FOR THE COUNTY GOVERNMENT OF KISUMU HEADQUATER

BILLS OF QUANTITIES

The table below shows the floors and wings occupied by the County Government offices within the prosperity house and other activities that need to cleaned

<i>FLOOR</i>	<i>WING A</i>	<i>WING B</i>	<i>WING C</i>	<i>COST PER UNIT</i>	<i>TOTAL AMOUNT</i>
	Basement	Basement	Basement		
1 st					
3rd	Governor’s Office	CECM-Finance	Chief Officer -Finance		
	Deputy Governor’s Office	Directorate of Administration	Directorate Procurement		

	County Secretary Chief of Staff Directorate of Governor's Press Unit	Directorate of HRM Payroll Manager County Registry Internal Audit	Directorate of Budget Directorate of Revenue		
3 rd					
4 th					
5 th		Betting Control, Liquor Directorate of Agriculture	Directorate of Livestock, veterinary and fisheries		
6 th		Department of Health and Sanitation			
7 th		Department of Health and Sanitation			
8 th	Department of Business, Energy and Industry	Department of Economic Planning Department of Information & Communication Department of Technology Department Business, Cooperatives and Marketing	Department of Education, Youth, ICT & Human Capacity Development		
9 th	Department of Lands, Housing and Physical Planning Directorate of Political Affairs	Special Delivery Unit (SDU) Lake Region Economic Bloc (LREB)	Directorate of Protocol Directorate of Special Programs and Disaster Management County Attorney		
10 th		Department of Tourism, Arts & Sports	Business and Industry (One office)		

11 th	CECM- Water, Environment and Natural Resources Chief Officer- Water Chief Officer- Environment		Department of Agriculture, Livestock, Food and Fisheries		
Environmental works	Compound grass cutting				
	flower hedging				
	clearing of drainages				
SUB TOTAL					
ADD 16% V.A.T					
GRAND TOTAL					

Amount in words:

.....

.....

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the County Government of Kisumu pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the County Government of Kisumu in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the County Government of Kisumu and pursuant to the – conditions of contract.

SECTION VI - 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

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 of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Provision of Cleaning Services at Kisumu County]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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 period of **[120]** 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2017

[signature] [In the capacity of] Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20___ between.....[name of procurement entity] of[country of Procurement entity](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
Viz.....[brief description of service] and has accepted a tender by the tenderer for in the sum of[contract price in words and figures]

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 tenderer hereby covenants with the County Government of Kisumu to provide the materials and spares 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 provision of the materials and spares 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 _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email

Nature of Business

Registration Certificate No.

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

Name of your bankers

.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details

.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date..... Signature of the candidate.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated.....
[Date of submission of tender] for the provision of

.....
[Name and/or description of the services]

(Hereinafter called “the
Tenderer”).....

KNOW ALL PEOPLE by these presents that
WE.....

Of.....having registered office at
[Name of County Government of Kisumu](Herein after called “the Bank”) are bound
unto.....

[Name of County Government of Kisumu](Herein after 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 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]

PERFORMANCE SECURITY FORM To:

.....

[Name of the 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_____ for

[Description services](Hereinafter called “the contract”)

ANDWHEREAS, 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 figures],

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 your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

_____ *[date]*

(Amend accordingly if provided by Insurance Company)

TENDER SECURING DECLARATION FORM

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

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

Tender No.....

To: County Government of Kisumu

We, the undersigned, declare that:

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

Signed:*[insert signature of person whose name*

and capacity are shown] In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

DECLARATION FORM

Debarment I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by County Government of Kisumu and any other public or private institutions. Full Names

.....
...
Signature
.....
....

Dated thisday of
.....2020

In the capacity of
.....
Duly authorized to sign Tender for and on behalf of
.....

Criminal Offence I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)
- d)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings. Signed

.....
...

For and on behalf of M/s
.....
In the capacity of
.....

Dated thisday of
.....2020

Tenderer / Company's Official Rubber Stamp
.....

Conflict of Interest I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s
.....

LETTER OF NOTIFICATION OF AWARD

Address of County Government of Kisumu

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SECTION: DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
PIN registration no	
VAT registration no.	
NHIF Employer Registration No.	
NSSF Employer Registration No.	
Any other registration applicable to this Industry	
Postal address	Postal Code _____
Physical address	
Contact details of the Person signing the Tender	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that,

.....

(Name of Tenderer or his representative) of the firm of,

.....(Name of Firm

Tendering)

In the company of,

.....

(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

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

TENDER NO: CGK/ADM/CS/2019-2020/007

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....

(Tenderer or his representative)

Witnessed.....

(Signature of Client’s representative)

Date.....

APPENDIX 1

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

18 Tiles	
19 Cubicle Walls	(no of ticks + no of crosses) x
20 Bath / Shower	100
21 Dispensers	
SERVICES	
22 Toilet Rolls	
23 Hand Towels	
24 Soap	
OTHERS	
25 Chewing Gum	
26 Graffiti	

Defect number	Reason for Defect	Time to rectify	Recheck date
---------------	-------------------	-----------------	--------------

<p>Cleaning Standard</p>	<p>month is excellent, no issues to rectify. Always the same high standard.</p>	<p>month is very good, few issues to action. Usually a consistent high standard.</p>	<p>month is acceptable, few issues to action. Consistently to an acceptable standard.</p>	<p>standard, numerous issues to rectify. Inconsistent, often a lot of issues to deal with.</p>	<p>poor standard, building was noticeably unclear. Very inconsistent usually a poor standard.</p>	
<p>Complaints</p>	<p>We receive compliments from public and tenants but no complaints.</p>	<p>Very few complaints or none, from the public or tenants.</p>	<p>Few complaints from the public or tenants and promptly attended to.</p>	<p>Some complaints from the public or tenants.</p>	<p>Constant complaints from public or tenants.</p>	

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____

TENDER NAME: PROVISION OF CLEANING AND ENVIRONMENTAL SERVICES AT COUNTY GOVERNMENT OFFICES (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

To County Government of Kisumu
P.O. Box 2738-40100 Kisumu City
Kenya

TENDER NAME: PROVISION OF CLEANING, SANITARY AND ENVIRONMENTAL SERVICES AT COUNTY GOVERNMENT HEADQUATER OFFICES

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 Procuring entity 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 Procuring entity 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 Procuring entity 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]

