



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH  
HOSPITAL  
(KUTRRH)**

**INVITATION TO TENDER  
FOR**

**PROVISION OF CLEANING AND SANITARY SERVICES.  
TENDER NO:**

**KUTRRH /TNR/S/015/CLEAN&SANT/2020-2022**

**TENDER CLOSING DATE & TIME: FRIDAY 25<sup>TH</sup>  
SEPTEMBER, 2020 10:00 A.M.**

**(ALL TENDERERS ARE ADVISED TO READ THE TENDER  
DOCUMENT CAREFULLY BEFORE MAKING ANY BID)**

**The Chief Executive Officer,  
Kenyatta University Teaching, Referral and Research Hospital,  
P.O. BOX 7674 - 00100,  
NAIROBI, KENYA.**

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**SECTION I: INVITATION FOR TENDERS**

**15<sup>th</sup> SEPTEMBER 2020**

**TENDER REF. NO: KUTRRH /TNR/S/015/CLEAN&SANT/2020-2022**

**TENDER NAME: PROVISION OF CLEANING AND SANITARY SERVICES**

- 1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders from eligible bidders for: *Provision of Cleaning and Sanitary Services.***
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only) Kshs. 1,000/=** to be deposited in: -

Bank Name: Kenya Commercial Bank (KCB)  
Branch: Thika Road Mall  
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)  
Account Number: 1258637243

**OR**

Download free of charge from KUTRRH Website at [www.kutrrh.go.ke](http://www.kutrrh.go.ke) Bidders who opt to download MUST send their contacts details to [procurement@kutrrh.go.ke](mailto:procurement@kutrrh.go.ke).

Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

- 1.4 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **(Kenyatta University Teaching, Referral & Research Hospital –Procurement Department)** or be addressed to **(Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100GPO Nairobi)** so as to be received on or before, **Friday 25<sup>th</sup> September,2020 at 10:00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **(Kenyatta University Teaching, Referral & Research Hospital - Boardroom).**

**The Chief Executive Officer  
Kenyatta University Teaching, Referral and Research Hospital  
P.O. Box 7674 – 00100, GPO  
NAIROBI.**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1 This Invitation for Tenders is *Reserved*, as described in the *instructions to tenderers*. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2. The procuring entity's employees, committee members, board members 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 Procuring entity 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.
- 2.1.5. A **MANDATORY site visit** meeting will be held at the hospital House which will be conducted on **Friday 18<sup>th</sup> September 2020 at 11.00 AM to 1.00PM**. The tenderer is advised to visit and examine the site and its surroundings and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender. The costs of visiting the site shall be the tenderers own responsibility. A KUTRRH representative will be available to meet the intending tenderers at the site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits apart from the date and time indicate above.

### 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 procuring entity, 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 shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity 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 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) Bid Securing Declaration Form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than four (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 procuring entity 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 Procuring entity, 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 Procuring entity, 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 hospital, 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 procuring entity 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) Such insurance guarantee approved by the Insurance Regulatory Authority.

b) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended 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 Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Friday 25<sup>th</sup> September, 2020 at 10.00 a.m.**"

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 Hospital 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 **Friday 25<sup>th</sup> September, 2020 at 10.00 a.m.**

2.16.2 The procuring entity 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 procuring entity 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 procuring entity 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 procuring entity 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 no 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **Friday 25<sup>th</sup> September, 2020 at 10.00 a.m.** 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity 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 procuring entity 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 procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity'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 Procuring entity 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 procuring entity 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.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

### ***(a) Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### ***(b) 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 Procuring entity 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.

## **2.23 Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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, within prevailing market rates, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the

tenderers are responsive; the procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

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 Procuring entity, 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 Procuring entity.

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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity 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 procuring entity 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
1. The address of submission of tenders:	The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi
1.5 Bulky Tenders	Bulky tenders which will not fit in the tender box shall be delivered to the procurement office, where the deliverer shall sign in a register.
2.1: Eligible Tenderers	<b>AGPO GROUP- WOMEN ONLY</b> with Registered Business Entities
2.10: Tender Currencies	All prices shall be quoted in Kenya shillings .
2.11:Tender eligibility and qualifications	<b>AGPO GROUP- WOMEN ONLY</b> with Registered Business Entities
2.12: Tender Security	Fill the Bid securing declaration form (Attached below)
2.13: Tender Validity	The tender validity is 120 days from the date of submission of the tenders
2.27: Performance Security	Not Applicable
2.22:Evaluation and Comparison of Tenders	As per the criteria outlined
Sample:	Tenderers shall submit Brochures Bins with the tender document for the purpose of evaluations.
Contract Duration	The contract shall be for two (2) years renewable after the first year, Upon satisfactory performance by awarded cleaning firm.
INSTRUCTIONS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.	Tender is Reserved for <b>AGPO-Women</b> eligible for Provision of Cleaning and sanitary Services.
2.3.2	Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KUTRRH Website ( <a href="http://www.kutrrh.go.ke">www.kutrrh.go.ke</a> ). Hard copies can be obtained from the Procurement Office Monday to Friday between 8.00 a.m. to 4.00 p.m. Bidders who choose to download the tender documents from the website free of charge and immediately email their name and contact details (cell phone number, email, and company name) to: <a href="mailto:procurement@kutrrh.go.ke">procurement@kutrrh.go.ke</a> for records and communication of any tender clarifications and addenda.

2.5.1	KUTRRH shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents.
2.14.1	Tender Security shall not be required, bidders will be required to fill Tender/Bid Securing Declaration Form.
2.15	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
2.18.1	The day, date and time of closing the tender will be <b>Friday 25th September, 2020 at 10.00 a.m.</b>
2.19.2	Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email (procurement@kutrrh.go.ke)
2.20.1	Tender will be opened on <b>Friday 25th September, 2020 at 10.00 a.m.</b>
2.21.1	The request for clarification and the response shall be in writing through the:- The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi



## MANDATORY EVALUATION CRITERIA.

### ***PROVISION OF CLEANING AND SANITARY BIN DISPOSAL SERVICES – 2020-2022***

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

- (a) **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. (N/B: All certified documents **MUST** be stamped by the Commissioner of OATH)
- (b) **Technical Evaluation:** Bids responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.
- (c) **Financial Evaluation:** The Lowest Responsive quoted bidder, upon achievement of the minimum technical score will be recommended for award. Due Diligence may be conducted for the lowest Bidder.

## 2.22 Evaluation of Tenders

### A. Preliminary Evaluation

	Requirements	Yes/ No	Remarks (Y/N)
1.	Certificate of Registration/ Incorporation	Mandatory	
2.	Copy of PIN/VAT Certificate indicating Tax Obligations	Mandatory	
3.	Valid Kenya Revenue Authority (KRA) Tax Compliance Certificate	Mandatory	
4.	Valid National Environment Management Authority (NEMA) Certificate for Waste Management	Mandatory	
5.	Attach evidence that the employees have an Injury insurance cover (WIBA)	Mandatory	
6.	Confirmation that wages of employees are paid through a bank account (submit Bank statement)	Mandatory	
7.	Copy of valid City, Municipal or County Council license/ Single business permit	Mandatory	
8.	NSSF Registration and compliance certificate and payment schedules for the last three months	Mandatory	
9.	NHIF Registration and compliance certificate and payment schedules for the last three months	Mandatory	
10.	Proof of compliance with minimum wage guidelines gazette by the Government (Attach a duly certified letter from the Local Labour Office )	Mandatory	
11	Must serialize/paginate/number the pages of the bid document sequentially on all pages including attachments.	Mandatory	
12.	Duly filled and stamped Confidential Business Questionnaire (Attached)	Mandatory	
13.	Duly filled Anti-Corruption Declaration Commitment Pledge (Attached)	Mandatory	
14.	Must attach a duly signed and stamped Site visit certificate (Evidence of Site Visit Attendance)	Mandatory	
15.	Provide a Certified Bank Statement for the last three(3) months, from the date of applying.	Mandatory	
16.	Dully filled, signed and stamped Bid/Tender Securing Declaration Form	Mandatory	
17.	Bidders must attach a <b>VALID</b> certificate of registration with National Treasury of Youth, Women and Persons living with disability.	Mandatory	

## 2. Technical Evaluation

Description		Score Allocated Maximum	Score Awarded
	<b>Ongoing Projects</b>		
1	Proof and reference of experience in similar work scale within the last <b>(3)</b> years with value of each contract being over Kshs. 300,000 per month or 3.6 million per year <b>(minimum of 4 contracts)</b> Attach list of 4 clients. For each, provide reference letters, award letters or copy of signed contract (Five (5) marks for each reference provided.) (The Hospital may confirm)	20	
2	<b>Relevant Tools and equipment</b> List the equipment you own and will avail for this Engagement.	15	
	Provide proof of ownership of equipment e.g. log book, Invoices, lease agreements	5	
4	<b>Work Plan &amp; Methodology</b>		
	Provide a detailed cleaning schedule giving the activities to be undertaken on a daily, weekly, monthly and quarterly basis. Provide a garbage collection plan and Provide a sanitary bin disposal plan(25 Marks)	35	
	-Provide a detailed schedule of how you propose to -Carry out the exercise at the Hospital. Mention any other activities that may add value to cleaning services at the Hospital (10 Marks)		
5	<b>Sanitary Bins</b> Provide Brochure of Bin proposed, specifications and a <b>license/ manufacturers authorization</b>	10	
6	<b>Site Visit.</b> Provide Evidence that the company has presence/operations in Nairobi.	5	
7	<b>Financial Stability</b> Certificate Original Bank Statement/Bank reference of not more than three months from date of applying.	10	
<b>TOTAL</b>		<b>100</b>	

### N/B:

- 1) There shall be a mandatory site visit, on **18<sup>th</sup> September 2020 at 11:00am** at Kenyatta University Teaching Referral & Research Hospital, Kahawa West, Northern Bypass Road. Bidders **MUST** attach to the bid document a signed and stamped site visit certificate.
- 2) Contract period: **Two (2) years**, commencing on the date of contract signing.
- 3) Prices quoted **WILL NOT** be varied within the first twelve (12) months of the contract. The contract will however run for 24 months (2 years).
- 4) **(N/B: All certified documents MUST be stamped by the Commissioner of OATH)**

## SECTION III GENERAL CONDITIONS OF CONTRACT

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- 3.1 Definitions
- 3.2 Application
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- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity 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 Procuring entity under the Contract.
- d) "KUTRRH is the Procuring entity" 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 super ceded 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity 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 Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 24 drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

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 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity'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 procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity 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 Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity 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 procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's 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.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **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 specified in the SCC

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

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4.1	Services will be provided as per the provided technical specifications.
3.7.1	Inspection of services shall be conducted at Kenyatta University Teaching Referral and Research Hospital (KUTRRH) premises.
	The tenderer shall provide all necessary assistance, goods, human resource and any other support required to ensure successful inspection and testing.
3.8.1	Payment will be made within 60 days upon receipt of invoice after provision and certification of services
3.10	The Tender shall not be subcontracted
3.14	Any dispute arising from the interpretation or performance of this contract shall be resolved through arbitration. The arbitrator shall be appointed by the Chairperson of the Chartered Institute Arbitrators – Kenya Chapter
3.17	The contract shall be interpreted in accordance with the laws of Kenya

## SECTION V - SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the services required. The objectives of schedule of requirements is to provide sufficient information to enable tenderer to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time
			Start
			End

## **SECTION VI DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements - in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## SECTION VI DESCRIPTION OF SERVICES

### Terms of Reference (TOR) for Outsourced Cleaning Services.

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of KUTRRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract. Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

## DESCRIPTION OF SERVICES

### A) CLEANING SERVICES

#### 1. Receptions Entrance Area

- Floors should be mopped thrice a day and scrubbed once a week and more often in the wet season.
- Walls should be wiped daily with approved detergents to remove all marks and stains.
- Dustbins should be emptied twice a day and washed twice a week.
- Door mats should be swept twice a day and more often in the wet season.
- All the doors must also be cleaned daily.
- Mirrors must be cleaned with appropriate detergent.

#### 2. Offices and Meeting Rooms

- All the offices and floors must be mopped first thing in the morning and scrubbed using approved detergents and polished once a week.
- Cleaning, polishing and buffing should be done as frequently as necessary. Any stains should be rubbed off with an appropriate cleaner.
- Vacuum cleaning of all carpeted surfaces must be done regularly and shampooing be done once a week.
- All material stores should be swept and scrubbed twice a month under the supervision of the Procuring Entity staff.
- Stationery Stores should be swept and mopped daily and scrubbed using approved detergents once a week.
- Polish /wax should be applied on the scrubbed floors.
- Canteens/tearoom/kitchenette- All the floors should be swept, mopped and kept dry throughout the day and scrubbed once a week and applicable wax/polish applied.
- All notice boards with glass sliding doors and metal frames should be wiped daily.
- Soft board notice boards should be dusted daily and removal of cobwebs, birds' nests and wasp nests should be constantly removed.

#### 3. Institutional Bathrooms and All Toilets

- All toilet floors should be wiped/mopped, kept dry and disinfected using approved disinfectants thrice a day i.e. mornings, midday and afternoon.(this doesn't eliminate the need for regular status check throughout the day
- Any system failures such as leakages should be reported for prompt repair.
- Basins, Sinks and Urinals - These must be cleaned with an approved disinfectant throughout the day. Such cleaning must include the flush handles.

- Supply of: moth balls, sanitary blocks, air freshener, disinfectant, multi-fold hand towels and high quality toilet paper throughout the day.
- Ensure adequate supply of liquid soap in the soap dispensers and liquid hand washing soap for areas without soap dispensers. Any faulty soap dispensers and/or hand dryers should be reported immediately.

#### **4. Provision of Toilet Papers and Fresheners**

- The Contractor should always avail adequate toilet papers, hand towels and freshener
  - Spray and air freshener will be of a type agreed on with the Employer's supervisor
  - Ensure that there are urinal balls bigger than three quarter full size at any time;
- Ensure that in all the WCs, an air freshening block is always available.

#### **5. Doors and Partitions**

- All doors and doors handles must be cleaned daily and polished at least once a week.
- All door hinges need to be greased regularly when need arises.
- All office partitions should be dusted daily and wiped once a week
- All main door and cubicle toilet door handles must be cleaned using an approved disinfectant twice a day.

#### **6. Walls, Ceiling and Mirrors**

- All stains on the walls, and ceilings should be removed with an appropriate spot cleaner.
- Any signs of dampness on the ceiling should be reported promptly to the premises caretaker.
- Mirrors should be wiped and kept clean daily.

#### **7. Workshops and testing areas, Clinics/first aid boxes, visitor waiting rooms**

- These should be swept clean and mopped daily and as often as the user may request. An approved detergent must be applied to remove any stains on the floor and walls.
- Special care to consult the users before commencement of the cleaning should be emphasized.  
All cobwebs, birds' nests and wasp nests should be removed immediately.

#### **8. Parking Areas**

- These must be swept every day early in the morning before cars occupy the parking bays cleanliness should be maintained throughout the day; all papers, peels, dead twigs and leaves to be collected
- The parking areas should be cleaned with water whenever possible at least once every two weeks preferably during the weekends.

#### **9. Corridors and Staircases**

- All corridors and staircases in common areas in office building and residential block of flats should be swept and mopped daily and the floor must be dry throughout the day.

#### **10. Security Guard Rooms**

- These should be swept, mopped daily and scrubbed once a week and applicable wax/polish applied.
- All windows should be dusted and wiped daily. Walls should also be wiped and any marks or stains removed with suitable stain removing detergents.
- Chairs and Tables should also be dusted and wiped daily.

### 11. Fire Escapes/tank reservoir

- All staircases in these areas should be swept, mopped and left dry throughout the day. Scrubbing should be done once a week using approved detergents. Ceiling should be free of cobwebs and nest.

### 12. Office Equipment, Furniture and Fittings

- All office desks, chairs and storage units (wooden or metal) should be dusted every morning and any stains removed.
- All Telephone headsets should be wiped and regularly cleaned and disinfected. Computers, printers, photocopiers and typewriters should be dusted weekly.
- All office furniture covered with fabric should be shampooed once a month.

### 13. Ceilings Windows and Window Panes and Grills

- All ceilings must always be spotless and cobweb free.
- All windows, panes and grills must be cleaned and dusted every two days. All efforts should be put to reach all the parts of such windows. Application of sheen on window panes as well as thorough cleaning of all windows should be done once a week.

### 14. Curtains

All curtains should be laundered/ dry cleaned and pressed every month

### 15. Wards

- Cleaning and disinfection of the wards. There are 20 general wards each measuring 352 square meters; 52 private wards; 10 VIP wards; 3 presidential units; ICU; HDU; Laboratories; Oncology; radiology; radiotherapy; accident and emergency; theaters; maternity and NICU; and Infectious Disease Unit.
- Waste handling, collection and transportation from wards to incinerator.

## B. SANITARY SERVICES

Provide pedal sanitary bins with a volume of a minimum 10 litres volume (The bin should be of good quality and has a cover specially operated by the foot pedal) covered with a polythene inner and antimicrobial treated for all ladies' toilets and first aid areas as well as at every common area for disposal of bandages and contaminated towels/handkerchief (the provider to show proof of NEMA LICENCE authorizing handling of such waste.

**Note: The tenderer must provide at least 100 Sanitary pads disposal bins (blue) peddle type.**

The following are attribute the Sanitary Bins

- To be of heavy plastic material.
- 20 lts capacity
- Pedal type with good workmanship (well-fitting with rounded edges)
- Automatic sanitary bins that can be used by persons with disability.
- Tightly fitting lid.
- Double flap not to expose contents while in use.
- Sample be submitted for evaluation.

## PROVISION AND STANDARD OF SERVICE.

A high standard of cleaning performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the contract.

## EQUIPMENT

The following equipment's will be required during the provision of standard cleaning in the hospital:

NO	ITEM DESCRIPTION AND SPECIFICATIONS
1	<b>Synthetic brooms</b> <ul style="list-style-type: none"> <li>✓ Bristles must be firm synthetic fibres of uniform size</li> <li>✓ Must have a plastic head, complete with plastic handle</li> <li>✓ Handle must be an angle of 45 degrees</li> <li>✓ Bristles should not be scattered and firmly attached to the head</li> </ul>
2	<b>Heavy duty cotton Mop heads (12" and 18")</b> <ul style="list-style-type: none"> <li>✓ Cleaning material be of cotton</li> <li>✓ 12" mop heads to have minimum of 200 threads and be 1.5cm circumference</li> <li>✓ 18" mope heads to have minimum of 180 threads and be 1.5 cm circumference</li> <li>✓ Cotton strands should be stitched firmly and bound together on plastic head</li> <li>✓ Plastic holder of specified colours (white, blue, yellow and red)</li> <li>✓ Cotton strands must soak and dry easily</li> </ul>
3	<b>Vacuum cleaner</b>
4	<b>Polishing Machine</b>
5	<b>Steam vapor machine</b>
6	<b>Scrubbing machine</b>
7	<b>Floor squeezer</b> <ul style="list-style-type: none"> <li>✓ Should have heavy duty rubber squeezing edge at the head firmly fixed to a heavy duty plastic head</li> <li>✓ The head should be a minimum of 42 cm length</li> <li>✓ The head should be firmly fixed to aluminum stick coated with rubber preferable grey in color</li> <li>✓ Handle should be strong and durable</li> </ul>
8	<b>Hard brush</b>
9	<b>Soft brush</b>
10	<b>Dust pan</b> <ul style="list-style-type: none"> <li>✓ Be of heavy duty plastic complete with 4ft handle minimum.</li> <li>✓ Dust pan be fixed to the handle</li> <li>✓ Should have good workmanship</li> </ul>
11	<b>Cob web remover</b> <ul style="list-style-type: none"> <li>✓ Must be complete with handle firmly fixed</li> <li>✓ Handle length be minimum of 5ft telescopic</li> <li>✓ Handle to have firm, non-slip hand grip</li> <li>✓ Should have good workmanship</li> </ul>
12	<b>Window squeezers</b> <ul style="list-style-type: none"> <li>✓ Should have a sponge and a rubber squeezing edge at the head</li> <li>✓ The head should be firmly fixed to a telescopic handle with pulling squeezer</li> <li>✓ Should have good workmanship</li> </ul>
13	<b>Wiping towel (color-coded)</b> <ul style="list-style-type: none"> <li>✓ Wiping towels should be color-coded i.e red, green, yellow, blue</li> <li>✓ Should be of good absorbent quality</li> <li>✓ Should be well hemmed</li> <li>✓ Should soak and dry easily</li> <li>✓ Should not discolor or fade</li> </ul>
14	<b>Toilet brush</b> <ul style="list-style-type: none"> <li>✓ Bristles should be made of firm synthetic fibres</li> <li>✓ Bristles should be firmly fixed to the head</li> <li>✓ Head should be round in shape</li> <li>✓ Should be supplied complete with holding container</li> <li>✓ Should have good workmanship</li> </ul>
15	<b>Plunger</b> <ul style="list-style-type: none"> <li>✓ Must be of heavy duty rubber head (3/4")</li> </ul>

	<ul style="list-style-type: none"> <li>✓ Must impart pressure on application and hold</li> <li>✓ Head must be large enough to fit gully trap grating</li> <li>✓ Handle be firmly attached to head</li> <li>✓ Should have good workmanship</li> </ul>
16	<b>Multifunctional janitor cart bucket capacity 15-50kgs</b> <ul style="list-style-type: none"> <li>✓ 15-50kgs bucket capacity</li> <li>✓ 4 wheels</li> <li>✓</li> </ul>
17	<b>Heavy duty Mob heads</b> <ul style="list-style-type: none"> <li>✓ Cleaning material be of cotton</li> <li>✓ 12" mop heads to have minimum of 200 threads and be 1.5cm circumference</li> <li>✓ 18" mope heads to have minimum of 180 threads and be 1.5 cm circumference</li> <li>✓ Cotton strands should be stitched firmly and bound together on plastic head</li> <li>✓ Plastic holder of specified colours (white, blue, yellow and red)</li> <li>✓ Cotton strands must soak and dry easily</li> </ul>
18	<b>Ladder</b>

### Reusable and disposable supplies

The cleaning company will also provide the following reusable and disposal supplies that will aid cleaning:

NO	ITEM DESCRIPTION AND SPECIFICATIONS
1	<b>Steel wool (750 gm)</b> <ul style="list-style-type: none"> <li>✓ Texture must be coarse</li> <li>✓ Must be in 750gms rolls</li> <li>✓ Continuity of roll must be distinctive</li> <li>✓ Roll should be firm and not flake</li> <li>✓ Must have SM number on the KEBS logo.</li> </ul>
2	<b>Scouring powder</b> <ul style="list-style-type: none"> <li>✓ Should be able to remove stains on surfaces</li> <li>✓ Should be coarse powder</li> <li>✓ Should be performed (lemon scent)</li> <li>✓ Literature be prominently attached to the tins</li> <li>✓ Should be in 500gms plastic containers</li> <li>✓ Should have valid expiry date on the label</li> </ul>
3	<b>Large coarse scouring pads</b> <ul style="list-style-type: none"> <li>✓ Texture should be coarse</li> <li>✓ Size not less than 9" * 6"</li> <li>✓ Should not rust</li> <li>✓ Should be strong and durable</li> </ul>
4	<b>Toilet paper</b> <ul style="list-style-type: none"> <li>✓ Should be in 200 sheets, 2 ply paper tissues</li> <li>✓ Should have even segments</li> <li>✓ Should tear easily at segments</li> <li>✓ Should be soft, highly absorbent</li> <li>✓ Should not contain any visible matter</li> <li>✓ Each roll to be individually packaged and labelled</li> </ul>
5	<b>Absorbent hand towel</b> <ul style="list-style-type: none"> <li>✓ Should be segment two ply paper tissue</li> <li>✓ Should tear easily at segments</li> <li>✓ Towel should not leave fluffs on hands after use</li> <li>✓ Sheet size to be approximately 210 * 200 mm each</li> <li>✓ To be properly packaged and labelled</li> <li>✓ Each packet to have approximately 250 napkins</li> </ul>
6	<b>Toilet balls</b> <ul style="list-style-type: none"> <li>✓ Pack includes 5 urinal balls</li> <li>✓ Should be Lightly scented to enhance restroom experience</li> <li>✓ Disinfects</li> <li>✓ Approved by KEBS</li> </ul>



7	<b>Toilet liquid cleaner</b> <ul style="list-style-type: none"> <li>✓ Should be in 500ml bent neck plastic container</li> <li>✓ Should be liquid in form</li> <li>✓ Should have lemon scent</li> <li>✓ Disinfects and remove stains</li> <li>✓ Should not be corrosive</li> <li>✓ Valid expiry date should be indicated on the label</li> <li>✓ Approved by KEBS</li> </ul>
8	<b>Deodorant aerosol</b> <ul style="list-style-type: none"> <li>✓ Should be in cans of 300ml/239gm min</li> <li>✓ Should not contain Chlorofluorocarbon (CFC) elements</li> <li>✓ Should have pleasant scent</li> <li>✓ Valid expiry date should be indicated on the label</li> <li>✓ To have SM number on the KEBS logo</li> </ul>

### Personal Protective Equipment's

The company should also provide the following personal protective equipments to all the cleaning personnel:

NO	PPE	SPECIFICATIONS
1	<b>Uniforms and name tags</b>	<ul style="list-style-type: none"> <li>✓ Well labelled uniforms</li> <li>✓ Clean and presentable</li> </ul>
2	<b>Water proof aprons</b>	<ul style="list-style-type: none"> <li>✓ To be of plastic disposable material</li> <li>✓ Gauge to be not less than 150mm.</li> <li>✓ To have a neck opening</li> <li>✓ To have plastic bands for tying at the back.</li> <li>✓ Must be able to cover the worker from the throat to the legs</li> <li>✓ Be supplied in blue color</li> </ul>
3	<b>(a) Heavy duty industrial rubber gloves Free size (a) 18" long</b>	<ul style="list-style-type: none"> <li>✓ Be of heavy duty rubber material</li> <li>✓ Must be 18" in length</li> <li>✓ To be supplied in different colours: i.e. Red, Black</li> </ul>
	<b>(b) 12" long</b>	<ul style="list-style-type: none"> <li>✓ Be of heavy duty rubber material.</li> <li>✓ Be 12" in length</li> <li>✓ To be supplied in different colours - yellow, blue &amp; red</li> </ul>
4	<b>Gumboots</b>	<ul style="list-style-type: none"> <li>✓ Must be safety heavy duty gumboots and provide firm grip.</li> <li>✓ To be supplied in black colour.</li> <li>✓ Be supplied in male and female designs.</li> <li>✓ Will be supplied in various sizes from No. 5-11 as per the order.</li> <li>✓ Should have good workmanship (smooth and rounded edges)</li> </ul>
5	<b>Masks</b>	<ul style="list-style-type: none"> <li>✓ The company should provide masks to all the staff working in common areas.</li> </ul>

### Cleaning Areas

Please provide the surface areas of the following areas:

**NOTE: The contract will be awarded in per Lot as indicated in the price schedule. One bidder per lot.**

Nos.	Area	A (m <sup>2</sup> )
1	Training and Innovation Center	26,000
2	Restaurant block	1,300
3	Main building block	45,000
4	Kitchen block	1,200
5	One bedroom apartment block	2,000
6	Two bedroom apartment block	4,000
7	Center of Specialized clinics block	3500
8	Boiler block	1,000
9	Laundry block	900
10	Central stores block	2,300
11	Funeral home block	4,,000
12	Parking and pavements	9,700
13	Public washroom (Main and funeral home gates)	800

## LOGISTICS

The Contractor shall make arrangements and be responsible at their own cost for the following:

- General transport requirements for all its personnel to and from the premises,
- Accommodation for all personnel and operations
- Transport for garbage disposal

## COMPLIANCE WITH STATUTORY REQUIREMENTS

Service provider should ensure compliance with the statutory requirements such as:

- National Environmental Management and Coordination Act for environmental issues
- Labor laws particularly for fair wages and provision of motivational amenities such as paid off/leave days.
- Ensuring underage laborer is not contracted. Always ensure a list of employees and casuals' national identity cards are provided periodically to show compliance
- All employees to have name badges
- Health and Safety Act to protect the workers from injuries; by provide personal protective gears and equipment
- Be in possession of a current trade license from the county government
- Provide a detailed work and operation plan including:
  - Nature of tasks
  - Manpower, equipment and consumable requirement
  - Supervision policies
  - Job description
  - HIV/AIDS awareness programme
  - on job training
  - safety and emergency procedures
    - deployment of staff daily checklist

PRICE SCHEDULE OF SERVICES.

LOT A

ITEM NO.	ITEM DESCRIPTION	CAPACITY(SQ. Meters)	TOTAL MONTHLY COST	ANNUAL COST(VAT Incl.)	REMARKS
3	Main building block	45,000			
7	Center of Specialized clinics block	3500			
TOTAL ANNUAL COST					

ITEM NO.	ITEM DESCRIPTION	CAPACITY(SQ. Meters)	TOTAL MONTHLY COST	ANNUAL COST(VAT Incl.)	REMARKS
1	Training and Innovation Center	26,000			
2	Restaurant block	1,300			
3	Kitchen block	1,200			
4	One bedroom apartment block	2,000			
5	Two bedroom apartment block	4,000			
6	Boiler block	1,000			
7	Laundry block	900			
8	Central stores block	2,300			
9	Funeral home block	4,,000			
10	Parking and pavements	9,700			
11	Public washroom (Main and funeral home gates)	800			
<b>TOTAL ANNUAL COST</b>					

## 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 procuring entity 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 procuring entity 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 procuring entity and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Bid Securing Declaration Form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date \_\_\_\_\_

Tender No.

KUTRRH/TNDR/S/015/CLEAN&SANT/2020-2022

To

The Chief Executive officer,  
Kenyatta University Teaching Referral and Research Hospital  
P.O. Box 7476-00100  
Nairobi

[Name and address of procuring

entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including all addenda the of which is hereby duly acknowledged, wed, the undersigned, offer to provide **Cleaning and Sanitary services** 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 1% percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a 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 \_\_\_\_\_ 2020

*[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 Procuring entity") of the one part and \_\_\_\_\_ [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz \_\_\_\_\_ [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares 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 Hospital's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity 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 Procuring

entity) Signed, sealed, delivered by \_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_ .



**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

**SUPPLIER BUSINESS DETAILS (fill in Block letters)**

Company name

Company Post Office Address:

Telephone Nos:

Office No. -----  
-----

Mobile No. -----  
-----

\_\_\_\_\_  
\_\_\_\_\_

Fax No.

(with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

\_\_\_\_\_  
\_\_\_\_\_

e-Mail Address

(with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

\_\_\_\_\_  
\_\_\_\_\_

Company Registration Number:

1. Location of business premises

2. Building name and number -----

3. Floor Number -----

4. Room number -----

5. Plot Number -----

6. VAT Certificate Number -----

7. Local Authority License Number ----- Expiry Date -----  
-----

8. PIN certificate Number

9. Website if any -----

Contact Name		Job Title
Telephone No.  _____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):  _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):  _____

Main business activity

Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.

Type of organization (please tick as necessary)

1. Partnership
2. Co-operative
3. Private Ltd.
4. Public Company
5. Other.

Type of premises (tick as necessary)	Freehold
1. factory, 2. warehouse 3. Other.	Leasehold

Names of executives

Chairman ----- Nationality -----  
Shares held -----

Managing Director ----- Nationality -----  
Shares held -----

Company Secretary ----- Nationality -----  
Shares held -----

Name of Directors

1. ----- Nationality ----- Shares

held -----		
2. -----	-Nationality -----	Shares
held -----		
3. -----	Nationality -----	Shares
held -----		
4. -----	Nationality -----	
Shares held -----		
5. -----	Nationality -----	
Shares held -----		

Name and address of ultimate holding company and any subsidiary companies

Total no. of employees in group	No. of locations/premises in group
---------------------------------	------------------------------------

Member of a Trade Association?  
**Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)**

**Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.**

1.	5.
2.	6.
3.	7.
4.	8.

Bidders should only provide documentation for products they are offering to supply in the tender

**Bank References and other details**

**A) Primary Bank (The Main Bank)**

- 1) Name: -----
- 2) Postal Address: -----
- 3) Telephone Land line number; -----
- 4) Fax Number: -----
- 5) Email Address: -----

Name of the account: -----

Account number: -----  
-----

Number of years operated: -----  
-----

**SECONDARY BANKERS (if applicable)**

Bank name and address: -----

Name of the account: -----

Account number: -----  
-----

Years of operation -----  
-----

*Commercial References*

Provide names and contact details of four customers that have done business with you in the last three years.

**A) Trade References - customer 1**

-----Activity: -----	Period of relationship: (Year) ----- -----
Contact name: ----- ----- -----	Fax no. ----- ----- Email address: ----- -----
Value of contract orders in USD----- -----	
Telephone No. ----- ----- Physical address; ----- ----- -----	

<b>B) Trade References - customer 2</b>	
Activity: ----- -----	-----Periodofrelationship:(Year) -----
Contact name: ----- ----- -----	-----Faxno. ----- -----Emailaddress: -----
Value of contract orders in USD----- -----	

Telephone No. -----

Physical address; -----  
-----

**Trade References - customer 3**

Business Activity: -----  
-----  
-----  
-----

Period of relationship (year) -----  
-----

Contact name: -----  
-----  
-----  
-----

Fax no.-----  
  
Email address:

Value of contract orders in Kenya Shillings KSHS -----  
-----

Telephone No. Mobile -----  
-----

Telephone Number Land line -----  
-----

Physical address: -----  
-----

**Trade References - customer 4**

Business Activity: -----  
-----  
-----  
-----

Period of relationship (year) -----  
-----

Contact name: -----  
-----  
-----  
-----

Fax no.-----  
  
Email address:

Value of contract orders in Kenya Shillings KSHS -----  
-----

Telephone No. Mobile -----  
-----

Telephone Number Land line -----  
-----

Physical address: -----  
-----

**SUPPORT SERVICES AVAILABLE**

What after sales / warranty / spare parts / support services / local agent / repair are available?

(Please feel free to attach any further supporting information with this form)

**DECLARATION BY THE APPLICANT**

Full names: -----  
-----

Telephone Number mobile -----  
-----

Telephone No. Land Line -----  
-----

Job title of signatory:-----  
-----

Signature of the applicant -----  
-----  
-----  
-----

Date of application: -----  
-----



**TENDER SECURING DECLARATION FORM (AGPO- WOMEN)**

To:

The Chief Executive officer,  
Kenyatta University Teaching Referral & Research Hospital  
P.O. Box 7674-00100  
Nairobi

WHEREAS ..... (Hereinafter called “the Tenderer”) has submitted its Tender dated ..... for the supply and delivery to KUTRRH through tender no. ----- Provision Of Cleaning Services – **AGPO GROUP- WOMEN ONLY**: -

**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 be automatically suspended from being eligible for bidding in any contract with you if we are in breach of our obligations under the tender conditions, because we –
  - a) Have withdrawn our bid during the period of tender validity, or,
  - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
    - i. Fail or refuse to sign the contract when required, or
    - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following: -
  - a) Our receipt of a copy of your notification of the name of the successful bidder,
  - b) Twenty-eight (28) days after the expiry of our Tender.
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, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF .....2020.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

## UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

**The following is a requirement that every Bidder wishing to do business with KUTRRH must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
  - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
  - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
  - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
  - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

- a) Cancellation of the contract;
  - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

**MEMORANDUM (FORMAT)**

**(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015**

This company \_\_\_\_\_ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

The company also confirms that it has not been debarred from participating in procurement proceedings

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS

..... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 to

supply

.....  
.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....  
*[amount of the guarantee in words and 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)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To .....

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

[name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with the 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 institution]*, 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 thereunder 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 and 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]*

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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)* \_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

FORM  
RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....

APPLICANT AND

..... RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

I/We.....the above named Applicant(s), of address:  
Physical

address..... Fax No. . Tel. No..... Email , hereby request the Public  
Procurement

Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for  
an order/orders that: - 1

.

2

etc

SIGNED ..... (Applicant)

Dated on .....day of ..... / . 2 0 .

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on . day of  
.....20 .....

**SIGNED**  
**Board Secretary**



**KENYATTA UNIVERSITY TEACHING REFERRAL AND RESEARCH HOSPITAL**

**SITE VISIT/ SURVEY CERTIFICATE**

**TENDER NO: KUTRRH/TNDR/S/015/ CLEAN&SANT/2020-2022**

Bidders Name:.....

Address:  
.....

This is to confirm the above noted bidder visited KUTRRH site on **18<sup>th</sup> September 2020** at **11.00 A.M.** Bidder's Representative

Name: ..... Sign..... date:.....

KUTRRH Representative:

Name: ..... Sign..... date:.....

This is to confirm the above noted bidder visited KUTRRH site on.....



