



**REPUBLIC OF KENYA**

**MINISTRY OF HEALTH**

**P.O. BOX 40663-00100**

**NAIROBI**

**TENDER DOCUMENT FOR PROVISION OF CLEANING  
SERVICES**

**TENDER NO: MOH/MAT/004/2018-2019**

**CLOSING DATE: 19<sup>TH</sup> JUNE, 2019 AT 10.00 A.M. EAT**

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## SECTION I – INVITATION TO TENDER

**TENDER REF NO.** MOH/MATHARI/001/2018-2019

**TENDER NAME:** PROVISION OF CLEANING SERVICES

- 1.1. The Mathari National Teaching and Referral Hospital invites sealed bids from eligible candidates for provision of cleaning services
- 1.2. Interested eligible candidates **should** download the document from Ministry's website [www.health.go.ke](http://www.health.go.ke) and from the National Treasury IFMIS website <http://supplier.treasury.go.ke> **free of charge**. Bidders who will download the tender documents are required to give their details for recording and provision of any additional information in case of clarification at Supply Chain Management office at Mathari National Teaching & Referral Hospital located at the administration block during normal working hours.
- 1.3. Bidders may also obtain tender documents from Supply Chain Management office at Mathari National Teaching & Referral Hospital upon payment of non-refundable fee of **Kshs.1,000/=** (One thousand Kenya shilling only) in cash or bankers cheque payable to the Medical Superintendent Mathari Teaching & Referral Hospital.
- 1.4. Completed tender documents, enclosed in plain sealed envelopes, marked with tender reference number should be deposited in **the Tender Box at the administration block, Mathari National Teaching & Referral Hospital** or be addressed to: **The Medical Superintendent, Mathari National Teaching & Referral Hospital P. O. Box 40663-00100 NAIROBI** so as to be received on or before **Thursday, 19<sup>th</sup> June, 2019, at 10.00 a.m. (EAT)**.
- 1.5. Prices quoted should be net inclusive of all taxes and delivery cost, must be expressed in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.6. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Mathari National & Referral Hospital, Cafeteria Boardroom**. **Late Bids will NOT be opened.**

**Head, Supply Chain Management Services**  
**For: Principal Secretary**

**Email:**[matharireferral@gmail.com](mailto:matharireferral@gmail.com) [proc.mathari@gmail.com](mailto:proc.mathari@gmail.com)

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. 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 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.

### **2.2 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.5,000/=
- 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) Tender security 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 seven (7) 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 Procuring entity, 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 shall be in the amount not exceeding 2 per cent of the tender price.

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) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) 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 60 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 **Thursday, 19<sup>th</sup> June, 2019, 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 Procuring entity 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 **Thursday, 19<sup>th</sup> June, 2019, 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 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 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, at **10.00 a.m ,Thursday, 19<sup>th</sup> June, 2019** 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 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. 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, 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 is 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 THE TENDERERS**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## 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 tenders	Particulars of appendix to instructions to tenders
2.1	Particulars of eligible tenders: <b>Firms Offering Cleaning Services Registered in Kenya and is reserved for special groups.</b>
2.9	Interested eligible candidates <b>should</b> download the document from Ministry's website <a href="http://www.health.go.ke">www.health.go.ke</a> and from the National Treasury IFMIS website <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> <b>free of charge</b> . Bidders who will download the tender documents are required to give their details for recording and provision of any additional information in case of clarification at Supply Chain Management office at Mathari National Teaching & Referral Hospital located at the administration block during normal working hours. Bidders may also obtain tender documents from Supply Chain Management office at Mathari National Teaching & Referral Hospital upon payment of non-refundable fee of <b>Kshs.1,000/=</b> (One thousand Kenya shilling only) in cash or bankers cheque payable to the Medical Superintendent Mathari Teaching & Referral Hospital.
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	No tender security is required
2.12.1	Particulars of tender security if applicable. <b>Tender Securing Declaration in the format provided</b>
2.1.2	Form of Tender security: <b>Tender Securing Declaration in the format provided</b>
2.14	Copies of Tender Documents to be submitted: <b>One (1) original copy only.</b>
2.16.1	Address of Receiving Tenders: Completed tender documents, enclosed in plain sealed envelopes, marked with tender reference number should be deposited in <b>the Tender Box at the administration block, Mathari National Teaching &amp; Referral Hospital</b> or be addressed to:  <b>The Medical Superintendent, Mathari National Teaching &amp; Referral Hospital P. O. Box 40663-00100 NAIROBI</b> so as to be received on or before <b>Wednesday, 19<sup>th</sup> June, 2019, at 10.00 a.m. (EAT).</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit

<p>2.22</p>	<p><b>Evaluation and comparison of Tenders:</b> The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents</p> <ol style="list-style-type: none"> <li><b>1. MANDATORY REQUIREMENTS-PRELIMINARY EVALUATION</b></li> <li>2. Must Submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury.</li> <li>3. Copy of Incorporation/Registration</li> <li>4. Valid Single Business Permit</li> <li>5. Registration of the work place Certificate from DOSHS (Directorate of Occupational Safety and Health)</li> <li>6. Valid Tax Compliance Certificate</li> <li>7. PIN/VAT Certificate</li> <li>8. Letter from reputable bank confirming the period the bidder has operated an account with them. The letter should be from a bank recognized and approved by the Central Bank of Kenya.</li> <li>9. Provide a duly filled, signed and stamped Tender Securing Declaration Form. This SHALL be in the format provided in the tender in section VIII</li> <li>10. Duly filled, signed and stamped confidential business questionnaire (Section VIII of tender document)</li> <li>11. Duly filled and signed bidder’s debarment declaration form Duly filled, signed and stamped bidder’s declaration that they will not engage in corrupt or fraudulent practice</li> <li>12. Dully Filled, signed and stamped price schedule</li> <li>13. Dully filled, signed and stamped Form of Tender</li> <li>14. Current Compliance Certificate from National Social Security Fund (NSSF).</li> <li>15. Current Compliance Certificate from National Hospital Insurance Fund (NHIF)</li> <li>16. A written declaration that the service provider shall comply with all labor laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are; Payment of salaries in time- there should be no complaints from your staff of delayed salaries.</li> <li>17. Site visit declaration form</li> </ol> <p><b>At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p>
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**B. TECHNICAL EVALUATION CRITERIA**

1. Provide three (3) verifiable Reference letters based on contracts that you are have serviced in the last three years. **(15 marks – 5 marks each)**
2. Provide CVs and copies of education certificates for Key personnel (supervisors)( a minimum of a diploma in management or equivalent). **(5 marks)**
3. Tenderer to provide certified Audited Accounts for the last three years- 2016,2017,2018 **(15 marks – 5 marks for each year)**
4. **Insurance:** Must provide a copy of Work Injury Benefit Insurance Cover(WIBA) for the staff **(10 marks)**
5. The tenderer should provide evidence of having at least Fifty eight (58) cleaners and two (2) supervisors to the hospital for the task at hand. Ensure that these employees have the certificate of good conduct whose copies should be attached to the bid document. **(30 marks)**
6. Cleaning Equipment and accessories owned by the firm and to be directly assigned to the Hospital during the contract period. Provide comprehensive details / list of at least five (5) equipment and accessories and explain what they will be used for. **(20 marks)**
7. Physical Facilities Provide details of physical address and contacts – **attach evidence.** Details of physical address and contacts with copy of either title, lease/agreement document or latest copy of a utility bill. **(5 marks)**

**Only bidders who score 80% and above will be subjected to financial evaluation. Those who score below 80% will be disqualified at this stage from the entire evaluation process and will not be considered further.**

**C. FINANCIAL EVALUATION**

Bidders who 80% and above will be compared on the basis of the prices and the lowest evaluated will be recommended for award of the contract

**Award Criteria:**

*Award will be made to the lowest evaluated bidder. The contract will be for a period of two years subject to annual Satisfactory Performance review.*

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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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 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) “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 superceded 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) 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 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



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 any time 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.

<b>General Conditions of Contract reference</b>	<b>Special conditions of contract</b>
3.6	10% of the total Contract Price
3.8	Upon successful completion of the specified service per month.
3.9	No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
3.14	As specified in the tender document.
3.17	Laws of Kenya
3.18	As per General Conditions of Contract.

## **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 goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers 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).

## **SECTION VI            DESCRIPTION OF SERVICES**

### **1: SCOPE OF CLEANING WORKS**

#### **A) SERVICES**

The Hospital intends to contract a professional cleaning firm to provide comprehensive cleaning services as specified in the Description of Services for a contract period of two years.

#### **B) SCHEDULE OF CLEANING**

Tentatively, the Contractor will be expected to engage in cleaning services from 6.30a.m in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00a.m. to 1.00 p.m.

#### **C) EQUIPMENT AND CLEANING MATERIAL**

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

#### **D) STAFF**

The Contractor will be expected to deploy a minimum of 60 Cleaning staff with not more than a third being of the same gender.

#### **E) UNIFORM AND BADGES**

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

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

The Med Sup reserves the right to approve the design style, fabrics and colors for uniforms and quality of shoes to be provided by the contractor to his personnel providing services under this contract.

Two (2) sets of uniform and two (2) pairs of safety shoes to be provided to each employee

Uniforms to be replaced if deemed necessary by PHO.

All uniform shall be subject to regular inspection by the PHO Who shall ensure that the uniform is clean and his appearance is neat and tidy at all time while providing the services.

All contractors personnel shall wear a name tag that will be as approved by P.H.O the name tag shall reflect true identity.

All cost related to uniforms and safety shoes shall be borne by contractor.

## **F) TERMS AND CONDITION OF EMPLOYMENT**

Wages paid to employees to be deployed must conform to the Ministry of Health Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the Health laws. The hospital will be at liberty to confirm compliance to this form whatever source.

## **G) GENERAL**

Age of employees

Age between 21 and 55

### **Vetting**

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

### **Adequate Personnel**

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

## **H) LEAVE/ ABSENTEEISM/TERMINATION/ REPLACEMENT**

- i. The contractor shall be responsible for the effective management of 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.
- ii. The contractor from time to time shall provide day off schedule of all his personnel in a given month for company's reference.
- iii. Contractor shall not transfer, remove or replace any of his personnel who have provided the services without the informing the HAO/PHO.
- iv. Should be PHO/HAO identify any contractors personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the contractor shall replace this personnel at no cost to the Med Sup
- v. Contractor shall ensure without fail that the HAO /PHO is provided with the agreed no. of workers each working day. Any absenteeism shall be reported immediately by contractors supervisor to the PHO. Contractors shall provide suitable company approved replacement personnel for any absentee due to planned leave or sick leave
- vi. The contractor shall ensure sufficient personnel are available to provide coverage for off duties, sick leave, special leave, etc. In order to maintain the level of service performance
- vii. Contractor should not change or relocate any personnel without informing the PHO/HAO.



- viii. Contractor personnel assigned to this contract shall not work on any other contract individual agreement be it temporary or part time basis
- ix. Contractor agrees that the day shift personnel are different to night shift personnel. No dayshift staff shall carry on working in the night shift and no night shift staff shall carry on working in the day shift.

#### **D) MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION**

Throughout the contract duration, contractor shall be responsible for producing monthly report including but no limited to the following important aspects:

- a. Executive summary describing actual building /facilities cleaned as 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 PHO contractors personnel shall fill incidence/accident forms to be provided by Hospital highlighting any incidence/accident occurred. This shall also be reported in the monthly report for any incidence/ accident taken place during that month
- f. Salary report starting that all salaries has been paid on time, this shall be submitted on monthly basis
- g. Other reports as requested by PHO

#### **J) ENVIRONMENTAL CONSIDERATION**

As a medical institution, the Hospital shares the government commitment to environmental sustainability and in particular to sustainable procurement. The contractor is therefore required to be observing the following:

- Use of P.P.E s
- Safe handling of medical waste
- Proper segregation of medical waste
- Use of environmental friendly materials
- Reduction of water usage
- Reduction of waste.

Due precautions shall be taken by the contractor and at his own cost to insure the safety of his staff and labor, and in collaboration with and to the requirements and due satisfaction of the Med Sup and at all times to comply with all standard health

requirements in and around the hospital which the Med Sup may from time to time promulgate and allow the designated representation including HMT all reasonable times to inspect the operations of the contract relating to the provisions of the services and all materials, equipment, disinfectants and detergents used in connection there with the service.

#### **K) CONTRACTOR OBLIGATION**

Notwithstanding the responsibility of contractor to fulfill all the contract obligation, 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. All daily weekly monthly reports are requested by the P.H.O
3. Provision of a minimum two (2) sets of uniforms and two (2) pairs of heavy duty gumboots and two (2) pairs of heavy duty gloves (elbow length) for the contractor personnel providing services under this contract to the hospital.
4. Company approved name tags bearing the personnel photograph.
5. Provision of transportation to his employees to and from the work site.
6. Safeguarding of contractor's cleaning material stocks and wellbeing of cleaning equipment within the designated contractor's work area in a safe and tidy manner, and the removal away from the site of all unused cleaning materials on completion of the services to the satisfaction of Med Sup.
  
7. Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Med Sup immediately

#### **L) HOSPITAL OBLIGATIONS**

Without limiting the responsibility of the contractor in any way to complete the provision of the services, the Hospital will provide/assist the following.

1. Review/ Approval of contractor's cleaning materials submittals
2. Review/approval of contractor's cleaning Method statements
3. Review/approval of contractors cleaning equipment
4. Periodic inspection and auditing of contractor services
5. Ad-hoc inspection of contractor cleaning equipment
6. Prepare key performance indicators and service level agreement in conjunction with the contractor.

## **M) UNACCETABLE METHODS**

Methods of cleaning which would impair safe working arrangement or give to nuisance or cause infection or damage to the hospital staff/ members of the public, private property or inconvenience to patient are unacceptable. The contractor shall, at the direction of the P.O.H, Investigate all unacceptable methods reported to him by the PHO and, if appropriate discipline and employee undertaking such methods or any dangerous practice

## **N) COMPLAINTS**

The Med Sup shall receive all complaints and any received directly by the contractor will be redirected to the Med Sup forth with

The PHO 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 PHO forthwith of how and when the complaint was resolved.

Complaints received by or referred to the Med Sup shall be investigated by the PHO who, in appropriate cases, can invoke the default provision.

## **O) CLEANING WORKS ORDERS**

The successful contractor's representatives in consultation with the PHO shall provide in writing specific cleaning works orders within 14 days from commencement of duties. (This timeframe must be strictly adhered to.)Cleaning works orders must be accessible and available on site at all time. Theses 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.
- Mandatory meetings
- Time for reporting for duties

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

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

## **P) MAINTENANCE**

The successful contractor shall carry out minor repairs to fixtures and fittings. These shall be carried out immediately where practicable or later than the following working day if it has no financial implications. Where the minor repairs has financial implications it will be subject to approval by the Med Sup or his representative and the repairs must be carried not more than one day. Minor repairs include but are not limited to:-

- i. Ensuring that fixtures and fittings are secured (e.g toilet roll holders, door locking bolts etc
- ii. Repair and adjustment of W.C . flush linkages (excluding proving replacement parts)
- iii. Renewing and refitting missing or broken cistern chains and cables;
- iv. Tightening unions to stem water leaks

The contractor shall carry out the above maintenance upon receipt of an order from the hospital engineering department. Payment for this service shall be at the appropriate rate in the bill of quantities

## **Q) OPERATIONS PLAN/ WORK**

Tenderers must provide detailed operational / work plan with their bids outlining the specific areas of operation, nature of tasks, frequency of tasks and manpower/ equipment requirements. The plan to cover the following

- a) Deployment of staff to cover 24 hours and emergencies
- b) Messengerial duties
- c) Patient attendants including serving their foods and washing their dishes
- d) Laundry services
- e) Deployment of staff on daily weekly and monthly basis
- f) Waste collection in all areas
- g) Allocation of off duties
- h) A supervisor daily check list
- i) Emergency or contingency measures in terms of staffing for any eventually like water shortage sewer bursts/ blockages

## **R) PERFORMANCE MANAGEMENT**

The contractor must perform the required service to standards acceptable to the Med Sup. Key performance indicators (KPIs) will be established to measure the ongoing performance of the contractor.

The PHO may apply the following KPIs as attached in appendix 3;-

- i. standard of cleanliness
- ii. cleaning complaints
- iii. customer service

- iv. infection, prevention and control
- v. stability of supervisor and staff
- vi. presentation and uniforms
- vii. Cleaning staff attendance.

The contract in consultation with the Med Sups representative may propose KPIs which may be used to measure the ongoing performance of the contract

The contractor will be required to attend a particular site/ location with the Med Sups representative to undertake the KPI

The Public Health Officer shall carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities

Where the inspection or survey indicates that the contractor has not performed the services to the specified standards, the Med Sup 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 Med Sup has had to rectify.

The PHO shall evaluate the performance of the services by the contractor and at his/her absolute discretion grade the service levels in respect of each month grading for performance standards attained in each month shall be made in the following manner,

- |                       |   |           |
|-----------------------|---|-----------|
| ➤ 90% and above       | - | Excellent |
| ➤ 80% and above       | - | Good      |
| ➤ Between 60% and 79% | - | Average   |
| ➤ Between 50% and 59% | - | Poor      |
| ➤ 49% and below       | - | Very poor |

In the even hat the level of service provided is not satisfactory, the Med Sup shall deduct from the applicable contract price in respect of the relevant month on the following percentages;-

Evaluated performance	deduction
• 50% to 59% (poor)	10%
• Below 49% (very poor)	20%

The contractor in consultation with the Med Sup 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 then the above deductions will be effected and where the performance for consecutive three months will be below 50% then terminations proceeding will commence

## **2. THE SCOPE OF THE CLEANING SERVICES INCLUDE:-**

1. Cleaning of toilets as specified in the bill of quantities
2. General cleaning in all areas as specified in the bill of quantities.
3. Provision of cleaning consumable materials 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

### **Consumables**

- Quality white toilet paper
- Hand washing soap/cream
- Hand sanitizing gel in each toilet
- Air fresheners
- Toilets bolts
- Toilet detergents and disinfectants
- Quality step-on dustbins
- Step-on sanitary bins
- Disinfectants
- Air fresheners
- Degreasers
- Floor maintainer
- Polishes
- Detergents
- Stain removers
- Any other as may be directed

### **1.2 Equipment and tools**

- Jembes
- Rakes
- Telescopic window cleaner
- Squeezers
- Cobweb removers
- Toilet brushes and holders (white)
- Aluminum mop handles
- Kentucky or round mops
- Wheelbarrows
- Mop buckets
- Grass mower
- Floor shining mops
- Scrubbing/buffing machines (minimum 2 in number)

- Horse pipes
- Broom/hand brooms
- Waste collection carts
- Hand brushes
- Ordinary dusters
- Cobweb removers
- Ladders adjustable to various length
- Safety belts and dust masks
- Helmets, heavy and light duty gloves
- Heavy duty gumboots
- Protective plastic aprons
- Any other tool as deemed necessary by the Med Sup rep

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

**Provision of personnel to execute the contract**

The successful contractor will be required to provide the following minimum personnel for use in providing the cleaning services:-

i. **Cleaning personnel**

<b>NO</b>	<b>Designation</b>	<b>Minimum number</b>
1	Station Head Supervisor	1
3	Deputy Supervisors	1
4	Casuals/cleaners	58

The contractor shall be required to maintain the highest standards of cleanliness and decorum as is applicable to level 5 hospitals. For this reason his obligation will be the following against which standards shall be measured:-

**FLOORS**

i. **Concrete**

- Scrub using scrubbing machines and stain removing detergent and to retain them clean at all times
- Apply floor seal suitable for the surface to enhance appearance

ii. **Tiled Floors**

- Strip, polish and buff to keep the tiled devoid of stains, stickers, litter and any form of dirty and to retain them shinny at all times

iii. **Wooden surfaces**

- Clean to retain the clean and polish at all times
- a) Walls and pillars
    - Clean thoroughly without removing (peeling ) of original paint
    - Remove cobwebs, dirt, ugly marks or stains
    - Remove bird nests and clean bird droppings
  - b) Glass walls, windows, doors and sign boards
    - Clean them and keep the devoid of dust or any marks
  - c) Furniture, counters, booths, desks
    - Dust plastic chairs daily and scrub them on weekly basis to retain the original color,
    - Clean and dust tables and counters on daily basis
    - Arrange all furniture in an orderly manner
    - Remove disused and broken furniture, collect and move it to designated areas
    - Transfer furniture when need arises
    - Mend minor tears to avoid further damage through washing
  - d) Skirting and Edges
    - Dump-dust daily and remove all dust, dirt and stains
    - Scrub to remove accumulated polish or wax
  - e) Refuse collection points
    - Sweep thoroughly , wash and dispose waste and food remains properly using plastic bags to the waste disposal site
    - Wash the areas thoroughly and disinfect them daily
  - f) Pavements car park, roads and pathways
    - Scrub and spray clean pavements
    - Sweep and remove all litter from car parks
    - Uproot all weeds and grass in pavements, around the wards, departments, car parks and roads and dispose it . also control growth of weeds using approved herbicides
  - g) Waste bins
    - Provide high quality color coded waste bins
    - When  $\frac{3}{4}$  full, bin liners should be tightly tide and kept in a transfer station awaiting transportation to the final disposal point
    - Line the bin with another color coded liner
    - Clean and disinfect the bins daily



- h) Telephone heads
  - Damp wipe with detergent solution and sanitizer daily
  
- i) Roof top/rain gutters
  - Remove rubbish and clean the roof tops of the main buildings and all interior booths and offices
  - Remove litter from gully traps and down pipes ensuring no litter enters into them.
  
- j) WARDS
  - Make all the beds
  - Clean and dry any liquid and food spillage
  - Remove cans, tins from under the beds
  - Remove and control weeds and grass, sweep areas around the building
  - Clean areas around refuse bins
  - Scrub the concrete/ tiled floors
  - Clean the walls
  - Remove bird nets
  - Remove cobwebs
  
- k) Toilets
  - Clean toilets to expected high standards and control infection
  - Provide high quality toilet papers- white in color
  - Provide hand soaps
  - Provide peddle dust bins
  - Provide peddle sanitary bins
  - Provide toilet balls to urinals- colored.

### **1.1 Identification**

Provide staff appropriate protective wears and safety gadgets to enable them do required work. Also provide staff with name tags and uniforms as approved by the hospital

Staff to be provided or advise to use closed flat black shoes always

- Clean toilets to expected high standards and control infection
- Provide high quality toilet papers.
- Provide hand soaps
- Provide peddle dust bins
- Provide peddle sanitary bins
- Provide toilet balls to urinals

## **2.1 Surface /area defined to include:**

- Floors , glasses and aluminum works
- Walls, pillars and exterior facades
- Ceiling
- Toilets
- All partitions
- Staircases
- Door grills
- Furniture
- Wire mesh
- Roof tops
- Equipment and installation (including but not limited to all signboards, displays, panels, bins, telephone booths, desks, counters, x-rays, partitions and screens ), removal of bees and nesting.

### **3.1 Terrazzo floor**

Clean terrazzo floors and keep them free from any dirt at all times by washing, scrubbing and polishing to retain its original glitter. Suitable detergent e.g. Emulsion polisher, and Brillo will be applied. Stains on terrazzo floor will be removed and attained floors will not be accepted

### **3.2 PVC Tiled floor**

Clean all PVC tiled floor area and keep them free from any dirt at all times. Polishing shall also be done using e.g. using emulsion polish and buffing machines and shall remain polished at all times.

N/B all floors to be free from chewing gums always

### **3.3 Ceiling, roof space partitioning and windows**

Clean roof space, ceiling and walls, remove cobwebs dirty marks and any bird nest and retain them clean at all times

### **3.4 Toilets**

Clean and disinfect toilets and retain the clean and disinfected at all times. The walls ,tilling and fixtures shall be maintained to their original glitter. Dispensed air fresheners and man the toilets at all times. The contractor shall provide high quality white toilet papers, hand washing detergents, and step on sanitary bins in female toilets from a recognized sanitary bin company. Sanitary bins to be changed twice weekly pedestal litter bins etc. and provide round the clock security of toilet fittings and fixtures.

### **3.5 Glass partitions/windows**

Clean all glass partitions with appropriate detergents, keep them clean, and polished at all times e.g. using window lane. Clean high windows shall be using telescope window cleaners

### **3.6 Curtains, towels. Beddings**

Appropriate care shall be taken for curtains. Dry-clean all fabrics, upholstery and curtains to the due satisfaction of the Med Sup. Neaten the curtains and replace curtain hooks and runners appropriately.

Wooden surface

Clean all wooden surface and keep them clean and polished at all times

### **3.9 Pot plants and flower beds**

Prune plants as required, replace dead ones clean the pots too, this should be done daily and add manure on a quarterly basis and spray pesticides once a month

### **4.0 Minor repairs in toilets**

The contractor shall ensure that all fixtures in toilets are in good

Condition by carrying out minor repairs

- Refixing all loss partitions and sanitary fixtures /fittings, regular servicing of taps and flush valves, clearing of blockages in wash hand and basin, WC pans, urinal balls and floor traps, repair of water leakages in taps, pipes joints and WC cisterns
- The contractor shall report all items requiring replacements and blockages to the employer for action

### **4.1 Offices**

They will be mopped, dusted, sanitize telephone heads

Empty dust bins, wipe windows, remove cobwebs, scrubbed and polished on a quarterly basis and shampooed once every month and also when need be.

## **2. TOILETS**

The contractor will be required to maintain prestige standards of cleanliness and decorum with highest possible standards of cleaning method, appearance and infection control to the satisfaction of the Med Sup.

Toilets being high-risk areas, the contractors obligation will include the following ;

- i. Toilet bowls  
Clean toilets bowls and retain them sparkling clean and free from unpleasant odors and stains at all times. Ensure toilets are flushed after every use
- ii. Urinals  
Clean urinals bowls and retain them sparkling clean and free from unpleasant odors and stains at all times. Stock urinals with sufficient toilet bowls and ensure that the urinal grill is functional at all times
- iii. Accessories

- Supply sufficient high quality white tissue, dispensed hand wash soap, both high quality liquid and antiseptic soap, disinfectants, air fresheners in automated dispensers.
- iv. Sanitary bins  
Supply sufficient step on sanitary bins that shall be replaced at least once a week.
  - v. Toilets walls and floors  
Clean toilet walls as often as necessary and remove all stains continuously mop toilets round the clock using recommended disinfectant and clean water. Floors should remain dry free of any dirt and marks of any kind
  - vi. Orderly arrangement  
Clean and arrange neatly toilet tools, equipment and containers
  - vii. Toilet custody  
Provide security to OPD ,MCH and casually toilets with each toilet being manned at all times to maintain its cleanliness, accountability of fixtures contained therein and to curtail misuse, vandalism and theft
  - viii. Waste bins.  
Supply approved high quality color coded step on waste bins with color coded bin liners. Liners not to be recycled.
  - ix. Dispose of all waste , dirt, waste materials or refuse to the final waste disposal site
  - x. Toilet cubicle fixtures  
Dust and wipe cubicle fixtures
  - xi. Address immediately toilet blockages and minor plumbing problems
  - xii. Quality assurance  
Provide quality assurance forms to be designed by the Med Sup and that shall be filled as required. These forms shall be checked every hour by PHO

#### REQUIRED

- ❖ Clean the floor, walls, fittings and fixtures by washing, scrubbing and mopping to retain its original glitter using recommended detergent and disinfectant and ensuring they are clean at all times.
- ❖ Clean floors to retain them devoid of dirt, litter, wetness and stains at all times
- ❖ Clean and remove cobwebs, dirty marks and stains
- ❖ Clean partitions windows and mirrors with appropriate detergent and keep it clean at all times

The contractor shall be required to maintain the highest standards of cleanliness and decorum as is applicable to level 5 hospitals. For this reason his obligation will be the following against which standards shall be measured:-

## FLOORS

### iv. Concrete

- Scrub using scrubbing machines and stain removing detergent and to retain them clean at all times
- Apply floor seal suitable for the surface to enhance appearance

### v. Tiled Floors

- Strip, polish and buff to keep the tiled devoid of stains, stickers, litter and any form of dirty and to retain them shiny at all times

### vi. Wooden surfaces

- Clean to retain the clean and polish at all times

#### l) Walls and pillars

- Clean thoroughly without removing (peeling ) of original paint
- Remove cobwebs, dirt, ugly marks or stains
- Remove bird nests and clean bird droppings

#### m) Glass walls, windows, doors and sign boards

- Clean them and keep the devoid of dust or any marks

#### n) Furniture, counters, booths, desks

- Dust plastic chairs daily and scrub them on weekly basis to retain the original color,
- Clean and dust tables and counters on daily basis
- Arrange all furniture in an orderly manner
- Remove disused and broken furniture, collect and move it to designated areas
- Transfer furniture when need arises
- Mend minor tears to avoid further damage through washing

#### o) Skirting and Edges

- Dump-dust daily and remove all dust, dirt and stains
- Scrub to remove accumulated polish or wax

#### p) Refuse collection points

- Sweep thoroughly , wash and dispose waste and food remains properly using plastic bags to the waste disposal site
- Wash the areas thoroughly and disinfect them daily

#### q) Pavements car park, roads and pathways

- Scrub and spray clean pavements
- Sweep and remove all litter from car parks

- Uproot all weeds and grass in pavements, around the wards, departments, car parks and roads and dispose it . also control growth of weeds using approved herbicides
- r) Waste bins
- Provide high quality color coded waste bins
  - When  $\frac{3}{4}$  full, bin liners should be tightly tied and kept in a transfer station awaiting transportation to the final disposal point
  - Line the bin with another color coded liner
  - Clean and disinfect the bins daily
- s) Telephone heads
- Damp wipe with detergent solution and sanitizer daily
- t) Roof top/rain gutters
- Remove rubbish and clean the roof tops of the main buildings and all interior booths and offices
  - Remove litter from gully traps and down pipes ensuring no litter enters into them.
- u) WARDS
- Make all the beds
  - Clean and dry any liquid and food spillage
  - Remove cans, tins from under the beds
  - Remove and control weeds and grass, sweep areas around the building
  - Clean areas around refuse bins
  - Scrub the concrete/ tiled floors
  - Clean the walls
  - Remove bird nets
  - Remove cobwebs
- v) Toilets
- Clean toilets to expected high standards and control infection
  - Provide high quality toilet papers- white in color
  - Provide hand soaps
  - Provide peddle dust bins
  - Provide peddle sanitary bins
  - Provide toilet balls to urinals- coloured.

## 1.2 Identification

Provide staff appropriate protective wears and safety gadgets to enable them do required work. Also provide staff with name tags and uniforms as approved by the hospital

Staff to be provided or advise to use closed flat black shoes always

- Clean toilets to expected high standards and control infection
- Provide high quality toilet papers.
- Provide hand soaps
- Provide peddle dust bins
- Provide peddle sanitary bins
- Provide toilet balls to urinals

### 2.1 Surface /area defined to include:

- Floors , glasses and aluminum works
- Walls, pillars and exterior facades
- Ceiling
- Toilets
- All partitions
- Staircases
- Door grills
- Furniture
- Wire mesh
- Roof tops
- Equipment and installation (including but not limited to all signboards, displays, panels, bins, telephone booths, desks, counters, x-rays, partitions and screens ), removal of bees and nesting.

### 3.2 Terrazzo floor

Clean terrazzo floors and keep them free from any dirt at all times by washing, scrubbing and polishing to retain its original glitter. Suitable detergent e.g. Emulsion polisher, and Brillo will be applied. Stains on terrazzo floor will be removed and attained floors will not be accepted

### 3.2 PVC Tiled floor

Clean all PVC tiled floor area and keep them free from any dirt at all times. Polishing shall also be done using e.g using emulsion polish and buffing machines and shall remain polished at all times.

N/B all floors to be free from chewing gums always

### 3.7 Ceiling, roof space partitioning and windows

Clean roof space, ceiling and walls, remove cobwebs dirty marks and any bird nest and retain them clean at all times

### **3.8 Toilets**

Clean and disinfect toilets and retain the clean and disinfected at all times. The walls, tiling and fixtures shall be maintained to their original glitter. Dispensed air fresheners and man the toilets at all times. The contractor shall provide high quality white toilet papers, hand washing detergents, and step on sanitary bins in female toilets from a recognized sanitary bin company. Sanitary bins to be changed twice weekly pedestal litter bins etc. and provide round the clock security of toilet fittings and fixtures.

### **3.9 Glass partitions/windows**

Clean all glass partitions with appropriate detergents, keep them clean, and polished at all times e.g using window lane. Clean high windows shall be using telescope window cleaners

### **3.10 Curtains, towels. Beddings**

Appropriate care shall be taken for curtains. Dry-clean all fabrics, upholstery and curtains to the due satisfaction of the Med Sup. Neaten the curtains and replace curtain hooks and runners appropriately.

Wooden surface

Clean all wooden surface and keep them clean and polished at all times

### **3.9 Pot plants and flower beds**

Prune plants as required, replace dead ones clean the pots too, this should be done daily and add manure on a quarterly basis and spray pesticides once a month

### **4.0 Minor repairs in toilets**

The contractor shall ensure that all fixtures in toilets are in good

Condition by carrying out minor repairs

- Refixing all loss partitions and sanitary fixtures /fittings, regular servicing of taps and flush valves, clearing of blockages in wash hand and basin, WC pans, urinal balls and floor traps, repair of water leakages in taps, pipes joints and WC cisterns
- The contractor shall report all items requiring replacements and blockages to the employer for action

### **4.1 Offices**

They will be mopped, dusted, sanitize telephone heads

Empty dust bins, wipe windows, remove cobwebs, scrubbed and polished on a quarterly basis and shampooed once every month and also when need be.



## 2. TOILETS

The contractor will be required to maintain prestige standards of cleanliness and decorum with highest possible standards of cleaning method, appearance and infection control to the satisfaction of the Med Sup.

Toilets being high-risk areas, the contractors obligation will include the following ;

- xiii. Toilet bowls  
Clean toilets bowls and retain them sparkling clean and free from unpleasant odors and stains at all times. Ensure toilets are flushed after every use
- xiv. Urinals  
Clean urinals bowls and retain them sparkling clean and free from unpleasant odors and stains at all times. Stock urinals with sufficient toilet bowls and ensure that the urinal grill is functional at all times
- xv. Accessories  
Supply sufficient high quality white tissue, dispensed hand wash soap, both high quality liquid and antiseptic soap, disinfectants, air fresheners in automated dispensers.
- xvi. Sanitary bins  
Supply sufficient step on sanitary bins that shall be replaced at least once a week.
- xvii. Toilets walls and floors  
Clean toilet walls as often as necessary and remove all stains continuously mop toilets round the clock using recommended disinfectant and clean water. Floors should remain dry free of any dirt and marks of any kind
- xviii. Orderly arrangement  
Clean and arrange neatly toilet tools, equipment and containers
- xix. Toilet custody  
Provide security to OPD ,MCH and casually toilets with each toilet being manned at all times to maintain its cleanliness, accountability of fixtures contained therein and to curtail misuse, vandalism and theft
- xx. Waste bins.  
Supply approved high quality color coded step on waste bins with color coded bin liners. Liners not to be recycled.
- xxi. Dispose of all waste , dirt, waste materials or refuse to the final waste disposal site
- xxii. Toilet cubicle fixtures  
Dust and wipe cubicle fixtures
- xxiii. Address immediately toilet blockages and minor plumbing problems
- xxiv. Quality assurance  
Provide quality assurance forms to be designed by the Med Sup and that shall be filled as required. These forms shall be checked every hour by PHO

## REQUIRED

- ❖ Clean the floor, walls, fittings and fixtures by washing, scrubbing and mopping to retain its original glitter using recommended detergent and disinfectant and ensuring they are clean at all times.
- ❖ Clean floors to retain them devoid of dirt, litter, wetness and stains at all times
- ❖ Clean and remove cobwebs, dirty marks and stains
- ❖ Clean partitions windows and mirrors with appropriate detergent and keep it clean at all times

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of 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 \_\_\_\_\_ 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 *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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 \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
 Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE FOR SERVICES

BILL NO. 1 WARDS (inclusive of toilets and bathroom)

NO.	AREA/ LOCATION	MEASUREMENT	Monthly Charges	Total for 24 Months (Kshs)
A	Ward 1 male (semi amenity	1800 sq		
B	Ward 2 female	1800 sq		
C	Ward 4 /female (amenity)	1240 m <sup>2</sup>		
D	Ward 4 male (drug rehab)	2340 sq		
E	Ward 5 male	1840 sq		
F	Ward 5 female	4340 sq		
G	Ward 6 male	1240m <sup>2</sup>		
H	Ward 6 female	1240m <sup>2</sup>		
I	Ward 8 male	4240m <sup>2</sup>		
J	Ward 9 male	4240m <sup>2</sup>		
K	Ward infirmary	4240m <sup>2</sup>		
L	Section A	4870m <sup>2</sup>		
M	Section B	4870m <sup>2</sup>		
N	Section C	4870m <sup>2</sup>		
	<b>DEPARTMENTS (inclusive of toilets)</b>			
1.	Maternal child health(MCH/FP)	840m <sup>2</sup>		
2.	Dental	840m <sup>2</sup>		
3.	Outpatient department	1240m <sup>2</sup>		

NO.	AREA/ LOCATION	MEASUREMENT	Monthly Charges	Total for 24 Months (Kshs)
4.	x-ray	240m <sup>2</sup>		
5.	Occupational therapy ( OT)	1230m <sup>2</sup>		
6.	PHARMACY	870m <sup>2</sup>		
7.	Laboratory	240m <sup>2</sup>		
8.	Laundry	840m <sup>2</sup>		
9.	Comprehensive care centre (CCC/VCT)	340m <sup>2</sup>		
10.	Orthopedic work shop/ tailoring	240m <sup>2</sup>		
11.	Health maintenance unit (HMU)	240m <sup>2</sup>		
	<b>OFFICES</b>			
i.	Medical Superintendent	60m <sup>2</sup>		
ii	Deputy Med Sup	40m <sup>2</sup>		
iii	SACHAO'S office	36m <sup>2</sup>		
iv	Matron (4 offices)	240m <sup>2</sup>		
v	ACHAO's office	40m <sup>2</sup>		
vi	HAO's office	24m <sup>2</sup>		
vii	Auditor's office	80m <sup>2</sup>		
Viii	CMED DEPARTMENT	45m <sup>2</sup>		
Ix	General office	16m <sup>2</sup>		
X	5s office	45m <sup>2</sup>		
Xi	Accounts (4 offices)	18m <sup>2</sup>		

NO.	AREA/ LOCATION	MEASUREMENT	Monthly Charges	Total for 24 Months (Kshs)
Xii	Procurement ( 3 offices)	75m <sup>2</sup>		
Xiii	Resource center	142m <sup>2</sup>		
Xiv	Stores (3)	142m <sup>2</sup>		
Xv	Public health office (2 offices)	24m <sup>2</sup>		
Xvi	Board room (Med Sups)	16m <sup>2</sup>		
	<b>INDEPENDENT TOILETS</b>			
a	Out-patient unit	8m <sup>2</sup>		
b	M.C.H. unit	240m <sup>2</sup>		
	<b>ENVIRONMENTAL SERVICES</b>			
1.	Sweeping/ cleaning of pavements	1240m <sup>2</sup>		
2.	Sweeping of pathways	1840m <sup>2</sup>		
3.	Trimming/ maintaining of flowers beds both wards and compound			
4.	Clearing of open drains	1720m <sup>2</sup>		
5.	Cutting grass/tall vegetation both in wards and compound	11270m <sup>2</sup>		
6.	Maintaining the waste disposal point always	1750kgs		
	ADD 16% V.A.T			

NO.	AREA/ LOCATION	MEASUREMENT	Monthly Charges	Total for 24 Months (Kshs)
	GRAND TOTAL			

	Location	Unit	Quantity	Rate per month	Rate per year	Rate 2 years
	Garbage collection from all buildings to a central location		Approx. 2480kg			
	TOTAL CARRIED TO SUMMARY PAGE					

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## 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 Procuring entity’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

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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p>
---

Branch.....

	<b>Part 2 (a) – Sole Proprietor</b>
Your name in full.....	Age.....
Nationality.....	Country of Origin.....
Citizenship details .....	
	<b>Part 2 (b) – Partnership</b>
Given details of partners as follows	
Name	Nationality
	Citizenship details
	Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
	<b>Part 2 (c) – Registered Company</b>
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 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 procuring entity](Hereinafter called “the Bank”) are bound unto.....

[Name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

*(Amend accordingly if provided by Insurance Company)*

**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]*

\_\_\_\_\_  
*[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.

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

1.

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**

**UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.**

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

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are:

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a Tax Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificate from NHIF and the same shall be submitted within seven days.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2016.**

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp



**FORM SD2**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)  
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN  
ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of  
Tender No. .... for .....(insert tender title/description) for  
.....( insert name of the Procuring entity) and duly authorized and competent to  
make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any  
corrupt or fraudulent practice and has not been requested to pay any inducement to any member  
of the Board, Management, Staff and/or employees and/or agents of .....( insert  
name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any  
inducement to any member of the Board, Management, Staff and/or employees and/or agents of  
.....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with  
other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and  
belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**TENDER-SECURING DECLARATION FORM**

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

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

Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid 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 tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (a) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor e.t.c) .....

Name: .....

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

Dated on ..... day of ....., ..... [insert date of signing]

Seal or stamp

**SITE VISIT CERTIFICATION FORM**

**FOR MATHARI NATIONAL AND REFERRAL HOSPITAL**

I -----(Name of client/client representative) of  
------(Name of  
department) Do hereby certify that-----  
----- (Name of tender/tenderers representative)

Of ----- (Name of bidding  
firm and address)

Have actually visited the site for the proposed -----  
-----  
-- (Name of proposed works for which bids are invited)

This -----day of -----month -----2019

-----  
**Signature**

-----  
**Official stamp**

**DECLARATION (BY TENDERER)**

I----- (Name of tenderer)

Do hereby declare that I have visited site for the proposed services and that I am satisfied

With the information gathered and verified the area to be covered.

-----  
**Signature**

-----  
**Date**

-----  
**Official Stamp.**

**Note:-failure by any tenderer(s) to have this form duly filled will be  
Ground for rejection of the tender**