



REPUBLIC OF KENYA

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND  
URBAN DEVELOPMENT

(State Department for Housing and Urban Development)

TENDER FOR  
GROUND MAINTENANCE AND GARBAGE COLLECTION SERVICES AT JOGOO  
ROAD PHASE 1&2, SHAURI MOYO (EXCEPT AREA C), JAMAA ESTATE, KARANJA  
ROAD- KIBERA, MBOTELA ESTATE AND AHERO FLATS

TENDER NO. MTIHUD/SDHUD/ESTATES/038/6/2020-2021

TENDER DOCUMENTS

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## INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
  - i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.

1 SECTION I – INVITATION TO TENDER

Date \_\_\_\_\_

**Tender Ref No. MTIHUD/SDHUD/ESTATES/038/6/2020-2021**

**Tender Name Ground Maintenance and Garbage Collection Services**

- 1.1 The Ministry of Transport, Infrastructure, Housing and Urban Development, State Department for Housing and Urban Development invites sealed bids from eligible candidates for Provision of Cleaning and Refuse Disposal Services.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at procurement office, State Department for Housing and Urban Development Ardhi House, 6<sup>th</sup> floor wing 'B', MTC Secretariat Room during normal working hours or be downloaded from the Ministry's website [www.transport.go.ke](http://www.transport.go.ke).
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the tender box on 6<sup>th</sup> floor, Ardhi House, Nairobi or to be addressed to the Principal Secretary, State Department for Housing and Urban Development, P.O. Box 30119 -00100 Nairobi so as to be received on or before **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m, at 6<sup>th</sup> Floor, Ardhi House**
- 1.4 Prices quoted should be inclusive of taxes
- 1.5 Tenders will be closed on **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m**, Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Ardhi house, 6<sup>th</sup> floor, conference Room.

**For: PRINCIPAL SECRETARY  
STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT**

## **2 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 KSh. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

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

- i. A bank guarantee.
- ii. Cash.
- iii. Such insurance guarantee approved by the Authority.
- iv. 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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

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 2.26.

**or**

(ii) to furnish performance security in accordance with paragraph 2.27.

(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 150 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
- 2.15.2 bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Tuesday 8<sup>th</sup> June, 2021 at 11 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 **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m,**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

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

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

..

**(a) Operational Plan.**

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

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

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

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

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

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

**2.23 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**

2.24.4 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. 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 2.26. 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 2.27, 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 2.27 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

### APPENDIX TO INSTRUCTIONS TO TENDERERS

INSTRUCTION TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERERS
2.1	Providers of Cleaning and Refuse /garbage disposal Services
2.2.2	The bid documents shall be charged Kshs.1,000/- but free for those downloading.
2.4.3	Preference where allowed will be as provided in the Public Procurement and Asset Disposal Act, 2015
2.7.1.b	A firm is eligible to tender and qualified to perform the contract if it meets all mandatory requirements.
2.12.1	The tender security shall be 1½% of the total cost of each lot.  The tender security must be valid for a period one hundred and fifty (120) days from the tender closing date.
2.16.1	
2.18	
2.20	The bidders who will not meet any of the mandatory requirements will be disqualified.
2.20.2	This will be as stated in section 82 of the Public Procurement and Asset Disposal Act, 2015.
2.22.4	The Evaluation of the Tender will be within 30 days.
2.16.3	The bulky tender which will not fit in the tender box will be received in the office of Head of Procurement and must be received in a register.
2.22.1	This will be as stated in the Public Procurement and Asset Disposal Act, 2015
2.11	The mandatory requirements are listed on Page 36. Bidders will be automatically be disqualified from moving to financial Evaluation if they fail to meet any of the requirements
Site Visit	All tenderers should visit the buildings before proposing in order to satisfy themselves with the extent and nature of the buildings, number of staff and human traffic to and from building. Certificate of site visit will be issued and attached in the tender documents.
Garbage Site	The tenderer shall ascertain the location of the nearest garbage dumping site and shall make all the necessary allowances and provision for over-coming any difficulties thereof in his proposal, as no claim for lack of knowledge in this respect will be allowed.
Contact Person	For the purposes of visiting the buildings or any query or clarification regarding this tender, the tenderers are advised to liaise with the Director, Estate Department or his authorized representative at NHIF Parking Complex 5 <sup>th</sup> floor.
Equipment	All personnel must be equipped with the right tools including skips, uniform, hand gloves and any other tools that may be necessary in performing their duties.

### 3 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 superseded by provisions of other part of contract.

#### 3.3 Standards

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

#### 3.5 Patent Right's

The tenderer shall indemnify the 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.

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

### **3.13 Termination for convenience**

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

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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### **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.

#### 4 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.

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.

General conditions of contract reference	Special conditions of contract
3.6	The performance bond must be issued in the form of bank guarantee must be valid for a period of the contract and shall be 10% of the contract value.
3.9	No contract price shall be varied upwards within twelve months from the date of signing the contract. The price variation will be based on section 139(4) of the Public Procurement and Asset Disposal Act, 2015.
3.14	<u>Resolution of Disputes</u> Any dispute, controversy or claim between the parties arising out of this contract or the breach, termination or invalidity thereof, unless settled amicably within sixty (30) days after the receipt by one party of the other parties request for such amicable settlement, either of the parties shall refer

General conditions of contract reference	Special conditions of contract
	to arbitrator as per rules and regulations which governs Arbitration in Kenya.
3.18	The contact details are:- The principal Secretary, State Department of Housing and Urban Development, Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30119 – 00100, Nairobi

	ADDITIONAL CONDITIONS
A	No claims will be allowed for travelling or other expenses, which may be incurred by the tenderer in visiting the sites
B	The client shall make regular visits to check whether the works are being executed to its satisfaction. No payment will be made if the works are not carried out as specified.
C	The works are to be carried out during normal working hours from Monday to Friday.
D	<p>The contracted firm shall make arrangements and be responsible at their own cost for the following</p> <ul style="list-style-type: none"> <li>- General transport arrangements for all its personnel to and from the work stations.</li> <li>- Accommodation and workstation offices (if any) for all its personnel and operation</li> </ul>

## 5 SECTION V- SCHEDULE OF REQUIREMENTS

### General Specification and Conditions

#### 5.1 Inspection of Locations

Before submitting a bid, bidders shall be held to examine all the locations specified herein where work is to be performed, and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contractor, for any negligence on their part.

#### 5.2 Project Manager

The County Director, or his designated representative, shall be the Project manager and he/she will coordinate activities, audit billings, oversee schedules, and generally be responsible for overseeing the execution of the contract.

#### 5.3 Monitoring

Monitoring of the standards set out in the specifications incorporated herein shall be undertaken by the following methods:

##### Service Provider Monitoring

The Service Provider shall have in place an approved system of self-monitoring that ensures that the standards set out in the Service Level Agreement and specifications are maintained throughout the duration of the agreement and across its entirety.

The Service Provider shall make weekly reports indicating;

- Tasks that have been completed at the appropriate time to the requisite standard,
- And tasks that have not been completed on time to the necessary standard.

##### Project Manager Monitoring

The project Manager shall utilize an in-house monitoring system as per the Procedure for Maintenance of Government estate grounds in order to cross-check the service provider's returns.

##### Non-conformance

Where any of the above monitoring methods indicate the non-completion of scheduled or other work – a non-conformance – the Service Provider shall be informed immediately either by official correspondence, monthly review meetings, emails, phone calls or by personal communication with the Service Provider's staff on ground for immediate remedial action to be taken.

These communications shall be recorded as a non-conformance in the Estates monitoring register or tool indicating the cause of non-conformance, its location and date, and method of communication and time/date of contact with the Service Provider.

The Service Provider shall on receiving such a communication Bring the works into a complaint standard – a rectification – within 5-10 days of notification (unless or otherwise specified elsewhere in the specification) without penalty,

The rectification shall be duly noted in the monitoring register, and surcharges made as appropriate,

##### Or

The Service Provider shall give an explanation that if accepted as reasonable by the State Department's set standards, shall result in the non-conformance being rectified by a mandatory compliance date, also recorded in the monitoring register, without penalty and payment made as appropriate.

##### Deduction of Payment

Failure to rectify a non-conformance as set out in these protocols – that is within 5-10 days or by the mandatory compliance date – will result in deduction of payment to the Service Provider



equivalent to the quantity and value of the works on the given occasion as set out in the tendered rates, frequencies and schedules of the service, plus any reasonable administration charges associated with the non-conformance.

For the sake of clarity, deduction of payment shall be based on the measurement unit of the non-conforming task (square or linear meters or number of items) multiplied by the unit rate as prorated from the pricing schedules for each occasion.

#### **User Satisfaction**

The Service Provider shall provide a system of regular user evaluation, based on customer satisfaction forms and/or surveys. Reports on these evaluations together with any recommendations for changes to the service specification shall be submitted to the Estates Department in the Annual Service Plan referred to above.

#### **Cancellation / Termination Option**

The State Department reserves the right to cancel the contract by giving ninety (90) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice. The contractor may cancel the contract by giving the State Department (90) ninety days' written notice of such intention.

All notices are effective upon the date of receipt.

#### **Change and/or Contract Modifications**

The State Department reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence. Changes of any nature after contract award, which reflects an increase or decrease in requirements of cost, shall require a written change of service to be issued by the Project manager.

#### **Laws and Regulations**

The contractor shall keep himself/herself fully informed and comply with all local, state, laws and regulations.

Any permit, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor to the relevant authority.

#### **Protection of Property**

The contractor shall be responsible for protecting and preserving from damage any and all facilities which are adjacent to the area where the work is being performed. If any damage is done, it shall be made good to approval of the project manager at no cost to the State Department.

#### **Time and Progress**

It is understood and agreed that "time is of the essence," in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time. Contractor must have equipment and personnel capable of finishing entire area of contract within two (2) weeks.

Equipment and Materials, Inspection and Liability

The Project Manager shall have the right to inspect all equipment and materials which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with the requirements of this contract may be rejected by the State Department.

#### **Safety Equipment, Proper Clothing, and Appearance**

All personnel working on grounds shall be responsible for wearing safety equipment requirements and proper clothing and have identification badges. All personnel shall maintain a clean and neat appearance.

**Scope of work and separation of responsibilities**

**Contractor general responsibilities and requirements**

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.

**Resources, Materials and Planning**

The contractor will be absolutely responsible for the timely planning, management and administration of the service, ordering of all materials, execution of and conformance with all works in a safe and legal manner, bearing of all costs, fully resourcing with office, storage, staff, tools, machinery and a resident mechanic, monitoring of and reporting on the service, and rectification of any damage caused due to its own or its employees' actions, for the entire service as set out in this specification.

This clause applies comprehensively to the entire service level agreement and specification for the whole service throughout its duration unless otherwise authorized by or amended through the change control mechanism.

**Liabilities**

The Service Provider shall be absolutely responsible and liable for the cost and completion of any rectification works and replacement materials or plants required as a result of its negligence, poor practice or failure to comply with any term, condition or standard within the Specification.

**Contractor shall furnish**

All transportation

All equipment and necessary supplies including but not restricted to: mowers, edgers, blowers, spreaders and sprayers.

The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in bid item, in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the grass shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of 2" and maximum of 4". The contractor shall have enough equipment and personnel to complete each mowing cycle at each site contracted for.

Under no circumstances shall the State Department be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

**5.4 Method of Payment**

The completed work will be paid for at the contract unit price for the contract items, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete the work described therein.

The contractor shall furnish an invoice in duplicate, for services rendered every month for their labor and equipment. The billing shall contain, if applicable, adjustments for additions, deletions or change in service. The State Department will pay the billed monthly amount in accordance with bid rate. Payments will be processed immediately after receipt of duly submitted invoice but receipt of payments by contractor may be delayed due to accounting procedures.

## 6 SECTION VI DESCRIPTION OF SERVICES

### Notes for preparing technical specifications

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

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

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

This part will include any deliverables under the service contract.

The main objective of this section is to provide sufficient information to enable tenderers prepare their tenders accurately and to the best of their knowledge.

### Provisions and standard of service.

A high standard of cleaning performance in the execution of work is expected poor performance and substandard quality of work will be the ground of termination of agreement.

### TECHNICAL SPECIFICATIONS FOR GROUND MAINTENANCE SERVICES

#### 6.1 Lawn Maintenance/ Mowing

This schedule details the standard of grass cutting operation in terms of the maximum permissible height of 5cm to which the grass can be cut on each occasion, typical gyratory frequencies required to achieve these limits monthly, special requirements or weather variation/seasons – dry and heavy rains.

On each occasion that grass cutting takes place the following requirements must be achieved

An even cut,

To the requisite height,

Across 100% of the Zone surface area for coverage,

#### **Maintenance Height**

Grass shall be maintained at a height of 3-5cm and shall at no time be allowed to exceed the maximum permissible height of 5cm.

#### **Scope and Frequency**

Lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris by the contractor on the whole estate/ area covered under the contract.

All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet grass conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.

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This standard is usually achieved by mowing the grass on 2-3 occasions during the rainy season period between April to October at intervals of approximately 9-14 days, with at least 1-2 occasional cuts outside this period – in drought conditions.

Should grass exceed the maximum permissible height, it shall be brought back into conformance in accordance with the monitoring and payment deduction protocols set out in this specification and all arising must be removed.

For the sake of clarity, failure to achieve the grass cutting standard and to bring it back into conformance within 7 days of notification, or by the mandatory compliance date, shall result in deduction of payment based on the area of non-conforming grass, multiplied by the unit rate given in the pricing schedules for one occasion, plus any reasonable administration charges associated with the non-conformance.

### **Removal of Arisings**

Any cuttings or other mowing arisings which land on hard surfaces, shrub borders or flower beds shall be cleaned up and removed immediately on completion of mowing across the entire service area and disposed at approved location within the State Department at contractor's expense. No clippings shall be transported outside the State Department.

### **Pre-mowing Litter Removal**

Litter on areas to be mown shall be removed immediately prior to mowing.

### **Machinery**

All grass cutting machinery used across the entire range of standards shall be appropriate and fit for the purpose of achieving the requisite standard. Cutting blades shall be kept sharp to minimize grass damage.

### **Damage**

Damage caused to grass, gardens or any other surfaces, including tarmac and paving, due to Use of inappropriate equipment, using equipment inappropriately, failing to take account of weather and / or surface conditions Spilling fuel shall be rectified by the Service Provider within forty-eight hours. Spillages shall be cleaned up immediately using a method appropriate to the surfaces affected.

### **Grass Edging Maintenance – Finishes**

All edges shall be maintained and finished in a neat and sharp condition.

### **Chemical Control of Obstacles, Margins and Edges**

The use of appropriate herbicides to restrict growth around obstacles, margins and edges shall be permitted but only to the extent that chemical 'burn' does not exceed close to garden edges and shall not be permitted at all along bed edges.

Flower garden and hedges maintenance Specifications

The service provider will maintain the gardens and hedges in a weed free condition. In order to define the term 'weed-free', as a general guide, all flower beds/gardens shall be considered to be unacceptably weedy when any weed has; produced ripe seed, or is more than 10 cm high, or the density of weed cover, where any weeds are more than 5 cm high, exceeds 10% of an area.

Plants in flower shall be dead-headed throughout the growing season in accordance with good horticultural practice. Beds shall be kept weed-free by appropriate gardening methods throughout the growing seasons without damaging plants or surrounding grass edges.

Plants shall be maintained in a healthy condition throughout the growing season, free of pests and diseases using, where necessary, pesticides approved for the purpose.

### **Irrigation**

Watering of beds shall take place as often as is necessary to maintain active growth during the drought period, with adequate water penetration on each occasion throughout.

### **Pests and Diseases**

Shrubs shall be maintained in a healthy condition, free from pests and diseases, by recognized cultural methods and the application of pesticides approved for the purpose.

### **Pruning**

Pruning shall only be carried out by skilled members of staff who understand the principles behind, and reasons for pruning operations.

Shrubs shall be pruned according to good horticultural practice for the species concerned and shall follow the natural shape and inclination of the plant unless circumstance or design dictates otherwise.

Additionally, as and when necessary, any shrubs that overhang paths impede access to adjacent buildings or block light shall be pruned in accordance with good horticultural practice.

### **Hedge Cutting**

Hedges shall have a neat and tidy appearance and shall be cut in such a way as to achieve a straight and level surface along the tops, sides and ends.

The height, width and ends to be cut back to the previous occasion's surface level. All arisings to be cleared and disposed of appropriately.

**Frequency of Hedge Cutting:** Hedges are to be cut once monthly.

### **Weed Control on hedge areas**

All hedges and hedge bases shall be maintained in a weed, litter and debris free condition throughout the year.

### **Hazards**

Any imminent dangers, for example, though not exclusively, fallen or unstable trees or limbs, shall be reported immediately to the Estates Department. Additionally, the Service Provider shall bring to the attention any works that should be carried out to avoid a probable hazard resulting from trees, especially those along power lines.

### **Playgrounds Maintenance specifications**

A playground includes any play areas, safety surfacing, fences, gates, litter bins and any other associated items within and including the surrounding fence or boundary demarcating the area of the playground.

#### **Playground Maintenance**

Collect all litter from the site, including the contents of all litter bins, ensure that all grass is maintained to the standards of the playground/area, ensure that any site drainage gullies are clear, check for weed growth.

#### **Playground Hedge and Tree Pruning**

As and when necessary, any potentially hazardous vegetation in or near the play area shall be cut back so as to minimize or remove the hazard. This would include brambles, sharp hedging or overhanging low branches etc.

### **Drainages – Maintenance of storm-water drainages Specifications**

All storm-water drainage channels and general surfaces shall be kept in a clean, tidy condition, free of litter, mud, broken glass, excrement and other debris.

After rain, any clogging on culverts or persistent stagnant water shall be removed including grass areas becoming damaged and puddle/swampy.

Check for weed growth that may give rise to more permanent damage or displacement of paving.

Ensure that any site drainage gullies are clear.

## TECHNICAL SPECIFICATIONS FOR GARBAGE COLLECTION SERVICES

### 6.2 Service Provider general responsibilities

**Environmental Compliance:** Disposal of solid waste must meet ALL applicable local, county/NEMA legislations relating to solid waste collection and disposal.

#### a. Collection Requirements

Each household in Government houses will be provided with a waste gunny bag every week

Segregation of waste will be done by the service provider at collection point. It will however be the discretion of the Project manager to determine whether and which bio-gradable waste will be transported to recycling point(s).

Removal from the collection points and disposal of non-bio-gradable waste and other waste which will not be transported to recycling points to approved dump site shall be done at least twice in every week.

The Service provider will on a daily bases ensure that sites around the collection points are kept clean, odorless and free from litters at all times.

#### b. Transportation to the Dumping sites/ recycling points

Garbage from each collection point/household in the estate will be hauled to approved County Dumping site or where the garbage is certified to be recyclable/ biodegradable by the project manager, it will be hauled to appropriate site(s) as will be directed by the Project manager or otherwise disposed at the county dumping site.

All refuse hauled by the Service Provider shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented.

Dumping site and incineration charges and shall be the sole responsibility of the Service Provider.

### 6.3 Material to be collected

Materials to be collected and disposed by service provider will include but not be limited to; Paper, Plastics, Household waste, Carcasses, Rubbish, Hazardous Waste, Vegetation Debris. This includes current and projected tonnages of each material and bidders are expected to assess the estates before bidding in order to estimate the probable volume based on the population and activities, geographical areas projections, etc.

### 6.4 Types and Procedures for Handling of Waste

The method of handling and disposing of waste will differ considerably depending on what type and specific requirements. The different types of solid waste can be classified into different types depending on their source and are subdivided as follows:

#### a. Household waste –

Garbage is the solid or semi-solid waste incidental to preparing, cooking, and serving food, and cleaning of food service items. This waste will be segregated before disposal and subsequently disposed appropriately.

#### b. Rubbish –

Rubbish consists of wastes which originate in business service facilities such as Offices, businesses/shops. It includes items such as wastepaper, plastics, wood, metal, glass, ashes, and broken or damaged crockery. Rubbish may be classified as combustible or non-combustible depending upon whether or not it can be burned. This waste will be segregated before disposal and subsequently disposed appropriately.

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**c. Hazardous Waste –**

This include Bio-medical or hospital waste as infectious waste, agricultural, industrial and other toxic chemicals and produce a large amount of hazardous waste. The service provider will be expected to be conversant and compliant to all requirements and regulations pertaining to handling and disposal of hazardous wastes.

**d. Vegetation Debris – (within built-up areas)**

Any cuttings and leaves along roads, pathways, around offices and lawn sections shall be removed immediately on completion of mowing or upon visible leaf falls around the built up areas. This will be disposed-off by the service provider at a site within the estate as will be directed by the Project manager.

**e. Removal and disposal of carcasses –**

Any sight or report of dead creatures within the precinct of the estate shall be properly disposed immediately they are noted under direction and supervision of a Public Health officer besides the Project manager.

**f. Obsolete items**

Waste Identified by the estate including construction debris shall be collected by the service provider and disposed as per direction of project manager

**6.5 Garbage, Rubbish Collection Truck Requirements**

At all locations, refuse is collected in truck(s) and other equipment that are designed specifically for this purpose. This specialized equipment has many advantages over equipment which is not designed for refuse collection purposes. Such advantages include low loading height, large refuse capacity, complete load envelopment, built-in compaction mechanism, rapid unloading of refuse, and water proofing.

In the event that it is necessary to alter other trucks to meet collection requirements, the following alterations should be made:

1. Truck beds must be made as watertight as possible;
2. A suitable cover such as canvas or chicken wire must be provided to keep refuse from blowing off; and
3. If desired, the sides of the truck may be built up to increase capacity

**Damage**

Any damage(s) caused by the truck or movement of waste to pavements, gardens or any other items, including the tarmac roads, due to

- using inappropriate equipment,
- using equipment inappropriately,
- spilling of wastes or fuel

Shall be rectified by the Service Provider within 24 hours while spillages shall be cleaned up immediately using a method appropriate to the surfaces or areas affected

**6.6 Garbage Skips/ bins and gunny bags**

The service provider will maintain existing masonry waste cubicles erected in various estates including regular cleaning

Each household in staff houses will be provided with a waste gunny bag every week and garbage will be collected from the household entrances and segregated for appropriate disposal at least once per week.

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### **6.7 Solid Waste Collection Cycles**

Frequency of collection of garbage and other refuse from the waste receptacles or any other location where it is generated/ stored within the estate shall be twice weekly.



## Section A: General Information/Conditions of Contract.

### A. MANDATORY REQUIREMENTS- listed as below

- 1) Must be registered with the Registrar of Companies and other relevant bodies (proof of registration is required) Must be registered by Nairobi City county (proof to be attached)
- 2) Valid Tax Compliance certificate
- 3) Pin Certificate
- 4) Valid Trading License/ Current business permit from the relevant Local Authorities
- 5) Correctly fully filled & signed confidential business questionnaire.
- 6) Must provide a bid security in form of a Bid Guarantee of KSh. 100,000.00 (Kenya Shillings One Hundred Thousand) from an approved Commercial Bank. Or approved insurance company and valid for at least 120 days from the date of tender opening.
- 7) Audited accounts for the last three years.
- 8) Site visit filled and signed by MTHUD representative
- 9) Must have proven experience in cleaning services (attach letters of recommendation from three (3) reputable clients
- 10) Proof of running contract in cleaning services
- 11) Register of vehicles, equipment, plants and management staff (copies of log books and Plants, etc. must be attached).
- 12) Compliance to NSSF (attach copy of compliance certificate/latest payment receipts).
- 13) Compliance to NHIF (latest payment receipts)
- 14) The firm must have a physical address and an administrative office- (Attach a current lease agreement from landlord, water or electricity bill)
- 15) Provide **1 ORIGINAL** copy of the tender document clearly **marked original** and **3** other copies marked **COPY** all placed in one envelope

**Note: Bidders will automatically be disqualified from the next stage of evaluation if the mandatory requirements are not met. The tender document shall be properly bound and clearly paginated. The above mandatory requirement documents must be arranged in the order above. That is valid Trading licence must be on top and followed by proof of registration. The last document will be certificate of site visit.**

### 6.8 Technical Qualifications of Service Provider:

The State Department shall require submission with the tender of supporting data regarding the qualifications of the Service Provider in order to determine whether the Service Provider is qualified and responsive.

Thus the Service Provider will be required to furnish the following information:

- a) NEMA licensed agent for Solid Waste and bearing the following requirements: The Service Provider will be required to keep all necessary records of disposal and submit reports that comply with local, county and environmental reporting legislation under NEMA.
- b) Satisfactory evidence that the Service Provider has been in existence as a going concern in excess of two (2) years and possesses not less than 2 years' actual operating experience as a going concern in secondary materials management or solid waste management.
- c) Satisfactory evidence that the Service Provider's experience as a going concern in municipal services or private business derives from operations of comparable size to that contemplated by this tender. Details shall include length of other contracts, name and size of municipality, nature of service provided, and the name of the contact person at the municipality in question.
- d) Evidence that the Service Provider is licensed to do business and is in good standing within the jurisdiction.

- ..
- e) Must own/possess necessary equipment, machinery for handling personnel to undertake collection, sorting, transporting and ensure proper disposal of all solid waste. The Service Provider must have suitable garbage truck for collection and disposal.
  - f) Must have approved truck/vehicle by the County Government for carrying of solid waste. All trucks and other collection equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.

## 7 EVALUATION CRITERIA

### **TENDER EVALUATION CRITERIA**

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

- 2.20.6 Mandatory Requirements Evaluation.
- 2.20.7 Technical Evaluation.
- 2.20.8 Financial Evaluation.

### **DETERMINATION OF RESPONSIVENESS**

#### **STAGE 1-MANDATORY REQUIREMENTS EVALUATION**

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

The mandatory requirements for this tender are:-

- a. Copy of Business registration/ Incorporation
- b. Copy of PIN/VAT registration certificate
- c. Copy of current and valid Tax compliance certificate
- d. Copy of registration certificate with NEMA / - Confirm if there's any registration of waste handlers
- e. Valid practicing license
- f. Bid bond equivalent of Kes 100,000 with a recognized Bank

*The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender*

***The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further***

#### **STAGE 2 - TECHNICAL EVALUATION**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the **STANDARD FORMS** considered in this section shall be as shown below

TABLE 1

Item	Description	Point Scored	Max. Point	
1	<b>Tender Form</b>		5	
	Completely filled ----- 5			
	Partially filled ----- 3			
	Not filled ----- 0			
2	<b>Confidential Business Questionnaire Form.</b>		5	
	Completely filled and stamped----- 5			
	Partially filled ----- 3			
	Not filled ----- 0			
3	<b>KEY PERSONNEL (ATTACH EVIDENCE)</b>		20	
	<b>Director/ Owner of the firm</b>			5
	Holder of degree in relevant field----- 5			
	Holder of diploma in relevant field----- 3			
	- ----- 3			
	Holder of certificate in relevant field----- 2			
	- ----- 2			
	No relevant certificate ----- 0			
	<b>Project Manager - At least a degree/diploma in relevant field</b>		5	
	With over 5 years relevant experience----- 5			
	With over 3 years relevant experience ----- 3			
	- ----- 3			
	With under 1 year relevant experience ----- 1			
	- ----- 1			
	No experience or no Project Manager ----- 0			
	- ----- 0			
4	<b>EXPERIENCE OF THE FIRM</b>			
	<b><u>Contract completed/ongoing in the last Five (5) years</u></b>			
	<b>Above 5million Kshs. in contract value per annum</b>			
	<b>(Max of consideration of 5 No. Projects)</b>			
	Project of similar nature, complexity and magnitude			
	<b>5 marks for each contract completed</b>			
	Project of similar nature & complexity but lower value			
	<b>2 marks for each contract completed</b>			
	No completed project of similar nature or value - <b>0 marks</b>		25	
5	<b>Schedule of contractors equipment and transport</b>			
	<b>(proof or evidence of ownership/ leasing agreement)</b>			
	Means of transport or <b>relevant</b> vehicles ----- 15		15	
	No means of transport or <b>relevant</b> vehicles ----- 0		25	

	<p><b>For each specific equipment required in the</b>  Work being tendered for. e.g. Lawn Mower, Brush cutter,  wheelbarrows,  Specific equipment (maximum consideration of equipment  5No. -- 2  Specific equipment (maximum consideration of equipment -- 0</p>		10
	<b>FINANCIAL STATEMENTS</b>		<b>10</b>
<b>6</b>	<p><b>Audited financial report (last three (3) years)</b>  Turn over greater or equal to 5 times the cost of the project -- 10  Turn over greater or equal to 3 times the cost of the project --- 6  Turn over greater or equal to the cost of the project ----- 4  Turn over below the cost of the project ----- 2  No audited financial reports ----- 0</p>		
<b>7</b>	<p><b>Evidence of Financial Resources</b>    <b>(cash in hand, lines of credit, over draft facility etc )</b>  <b>(provide bank statements of the last 1 year)</b>  Has financial resources above the cost of the project----- 10  Has financial resources equal to the cost of the project----- 6  Has financial resources below the cost of the project ----- 4  Has not indicated sources of financial resources ----- 0</p>		<b>10</b>
<b>8</b>	<p><b>Litigation History</b>  Duly filled, signed and stamped.....5  Duly filled NOT signed or stamped or vice versa.....3  Not duly filled, signed or stamped.....0</p>		<b>5</b>
<b>9</b>	<p><b>Sanctity of the tender document</b>  Having the document intact, neat, logically arranged and well-  Presented.....5  Having mutilated, modified, illogically arranged i.e. no page  dividers  etc. and disorganized.....0</p>		<b>5</b>
	<b>TOTAL</b>		<b>100</b>

ANY BIDDER WHO SCORES 70 POINTS AND ABOVE SHALL BE CONSIDERED FOR FURTHER EVALUATION

#### FINANCIAL EVALUATION

- Documents will be checked for any arithmetical errors and any documents with arithmetic errors will be disqualified in line with the PPDA regulations.
- The lowest evaluated bid will be awarded subject to adherence to guiding regulatory principals

## **8 SECTION VII - STANDARD FORMS**

### **Notes on standard forms**

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

SECTION VII - STANDARD FORMS

('A'): Bill of Quantities (Price Schedule)

Provision of Ground Maintenance and Garbage collection services at Jogoo  
Road Phase 1&2, Shauri Moyo Jamaa Estate, Karanja Road- Kibera,  
Mbotela Estate and Ahero Flats



## 8.1 PRICE QUOTATION SCHEDULES

### i. Jamaa Government Estate (Off Likoni Road)

#### Ground Maintenance Services

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> . Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	6073 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	120 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	380 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

#### Garbage Collection Services

### Jamaa Government Estate (Off Likoni Road)

	Supply and distribution of Polythene bag	Qty	Amount
4.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 116 Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		
5.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site - <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

### ii. Jogoo Phase I Government Estate including CSHS Units ( Off Likoni Road)

#### a. Ground Maintenance Services

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
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	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	17,004 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	760 meters	
	<b>Hedge Trimming</b>		
3.	Even, continuous and constant trimming of hedges horizontally and vertically to give a neat and tidy appearance and to achieve best results achievable for low and high hedges. (Average hedge width 500mm) <b>on a monthly cycle</b>	None	
	<b>Flower Gardens</b>		
4.	Regular Maintenance of flower gardens through thorough weeding, trimming, irrigation, disease and pest control and clearing of all garden arising <b>on a monthly cycle</b>	None	
	<b>Driveways, Parking bays and walkways</b>		
5.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	4,440 M <sup>2</sup>	
	Paved driveways and parking bays will be maintained by collecting of any litter daily and sweeping at least twice in a week	1,870 M <sup>2</sup>	
	<b>Tree Pruning</b>		
6.	Regular pruning of overgrown branches on trees as per the technical specifications.	None	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

### Jogoo Phase I Government Estate (Off Likoni Road)

#### Garbage Collection Services

	<b>Supply and distribution of Polythene bag</b>	Qty	Amount
7.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x Households Monthly	<b>444</b>
	<b>Hauling of waste from estates to Dumping Site</b>		
8.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

### iii. Jogoo Phase II Government Estate (Off Jogoo Road)

#### a. Ground Maintenance Services

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily: All services done as per technical specifications and approval.</b>	38,866m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	880 meters	
	<b>Hedge Trimming</b>		
3.	Even, continuous and constant trimming of hedges horizontally and vertically to give a neat and tidy appearance and to achieve best results achievable for low and high hedges. (Average hedge width 500mm) <b>on a monthly cycle</b>	None	
	<b>Flower Gardens</b>		
4.	Regular Maintenance of flower gardens through thorough weeding, trimming, irrigation, disease and pest control and clearing of all garden arising <b>on a monthly cycle</b>	None	
	<b>Driveways, Parking bays and walkways</b>		
5.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary .	2,560 M <sup>2</sup>	
	Paved driveways and parking bays will be maintained by collecting of any litter daily and sweeping at least twice in a week	None	
	<b>Tree Pruning</b>		
6.	Regular pruning of overgrown branches on trees as per the technical specifications.	None	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

### Jogoo Phase II Government Estate (Off Jogoo Road)

#### Garbage Collection Services

	Supply and distribution of Polythene bag	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 302 Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		

2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site - <b>twice weekly</b>	All generated waste and Twice Weekly	
<b>Total for Garbage Collection in the Estate</b>		<b>KSh.</b>	.....

#### IV. Mbotela Estate

##### a. Ground Maintenance Services

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily</b> ; <b>All services done as per technical specifications and approval.</b>	810 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	60 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary .	40 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

##### Garbage Collection Services

	Supply and distribution of Polythene bag	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 20 ..Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

**V. Karanja Road (Kibra) Government Estate**

**a. Ground Maintenance**

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	4048 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	170 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	215 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

**Garbage Collection Services**

	Supply and distribution of Polythene bag	Qty	Amount
3.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 44.Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		
4.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

vi. **Ahero Government Quarters  
Garbage Collection Services**

	<b>Supply and distribution of Polythene bag</b>	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 26 ..Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site - <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

**vii. ESTATE; \_Shaurimoyo Zone 'A' Estate**

**a. Ground Maintenance**

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	7287 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	200 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	265 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

Garbage Collection Services

	Supply and distribution of Polythene bag	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x Households Monthly	68
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....



**viii. ESTATE; \_Shaurimoyo Zone 'B' Estate**

**a. Ground maintenance**

	Work Description	Quantity relevant Units	in Amount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	6478 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	190 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	225 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

**Garbage Collection Services**

	Supply and distribution of Polythene bag	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x Households Monthly	75
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site - <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

**ix. Shaurimoyo Zone 'D' Estate – including CSHS units**

	Work Description	Quantity relevant Units	inAmount per Month (KSh)
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	7287 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	80 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murram as necessary.	300 M <sup>2</sup>	
	Paved driveways and parking bays will be maintained by collecting of any litter daily and sweeping at least twice in a week	870 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

**Garbage Collection Services**

	Supply and distribution of Polythene bag	Qty	Amount
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x Households Monthly	<b>271</b>
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

**X. ESTATE ; \_Shaurimoyo Zone 'E&F'**

**a. Grounds Maintenance**

	<b>Work Description</b>	<b>Quantity relevant Units</b>	<b>in Amount per Month (KSh)</b>
	<b>Lawn Maintenance</b>		
1.	The work description includes Mowing of grass on all grass lawns <b>at least once monthly</b> , Collection of litter including wilting leaves and disposing arisings to the waste receptacles, <b>daily; All services done as per technical specifications and approval.</b>	7287 m <sup>2</sup>	
	<b>Storm water Drainages Maintenance</b>		
2.	Earthen and stone pitched open drains are to be maintained through unblocking of clogged drains, scarifying and removal of silt and overgrowths and control of storm water flow. <b>All to be done on a monthly cycle in dry season and weekly during rainy seasons</b>	170 meters	
	<b>Driveways, Parking bays and walkways</b>		
3.	Earthen Driveways and parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary.	215 M <sup>2</sup>	
	<b>Total for All Ground Maintenance Works in the Estate</b>	<b>KSh.</b>	.....

**Garbage Collection Services**

	<b>Supply and distribution of Polythene bag</b>	<b>Qty</b>	<b>Amount</b>
1.	Each household will be provided with 5 number heavy duty branded garbage polythene bags that comply with environmental regulations. The service provider will distribute the bags at the door step of each household.	5 bags x 109 Households Monthly	
	<b>Hauling of waste from estates to Dumping Site</b>		
2.	Collecting and Loading all waste deposited in waste collection points or at any other location within the estate and transporting to approved county Government disposal site <b>twice weekly</b>	All generated waste and Twice Weekly	
	<b>Total for Garbage Collection in the Estate</b>	<b>KSh.</b>	.....

### **Notes on Descriptions and Measurements for pricing schedule**

1. Lawns are measured to include areas in the estate (whether grassed or bare) but excludes areas covered by open drains, driveways or parking areas. Area where gardening (prohibited) has been done by tenants has also been included. The unit of measurement is square meters.
2. Drainages are measured to include open channels including culverts if any
3. Hedges (if any) include only live hedges established by the ministry. The unit of measurement is linear meters
4. Flower garden area (if any) includes only gardens established by the Ministry. Any gardening by tenants is considered and included in lawn areas. The units of measurement are square meters
5. Driveways include established drives within the estate including to the houses (if any). Parking areas include immediate areas around the houses that is used for parking tenant's vehicles.
6. Trees (if any) includes only trees that require regular pruning

**8.2 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, we, 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 \_\_\_\_\_

### 8.3 CONTRACT FORM

THIS AGREEMENT made on 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 services.

.....[brief description of services] and has accepted a tender by.....  
[the tenderer for the supply of those services] in the sum of.....  
.....[contract price in words and figures]

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 the Procuring Entity’s Notification of Award.

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

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 \_\_\_\_\_.

## 8.4 SITE VISIT CERTIFICATE

This is to certify that (IN BLOCK LETTERS)

Name: .....

Cell Phone No: .....

Email: .....

Being the authorized representative of (IN BLOCK LETTERS)

M/S [Firm/Company] .....

Official Tel No .....

Official Email: .....

Participated in the organized inspection visit of the site of the works for:

<b>EXECUTION AND FACILITATING THE CLEANING OF COMPOUNDS AND GARBAGE COLLECTION AT JOGOO ROAD PHASE 1&amp;2, SHAURI MOYO (EXCEPT AREA C), JAMAA ESTATE, KARANJA ROAD-KIBERA, MBOTELA ESTATE AND AHERO FLATS</b>	
--	--

Held on ... Day of ..... 20 .....

Signed .....  
(Employer's Representative)

.....  
(Name of Employer's Representative)

.....  
(Designation)

**NOTE:**

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit

## 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><b>Nature of Business</b> .....</p> <p>Registration                      Certificate                      No. .....</p> <p>Maximum value of business which you can handle at any one time – KSh..... Name                      of                      your                      bankers .....</p> <p><b>Branch</b> ..... ..... ..... ..... ..... ..... ..... .....</p>			
---	--	--	--

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your                      name                      in full.....Age..... Nationality..... Country of Origin..... Citizenship details ..... ..... .</p>																				
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td></td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td></td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td></td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....		2. ....	.....	.....		3. ....	.....	.....		4. ....	.....	.....	
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....																			
2. ....	.....	.....																			
3. ....	.....	.....																			
4. ....	.....	.....																			
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p>																				



State the nominal and issued capital of company			
Nominal KSh.			
Issued KSh.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....	Signature	of	..
Candidate.....			

## 8.5 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]

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

Of.....having registered office at.....

(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]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

8.6 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

8.7 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  
.....Fax.No.....Tel.No.....  
.....Email ....., hereby request the Public Procurement Administrative Review  
Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

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

1.

2.

etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**