



KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-ADM-007-2024

RFx: 5000015593

**TENDER FOR PROVISION OF CLEANING, GARBAGE
MANAGEMENT AND GARDENING SERVICES FOR
KENGEN PREMISES FOR THE YEAR 2024-2026
(RE-TENDER)**

(Reserved for AGPO Group (Women, Youth & PWDs))

**Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100 NAIROBI.
Website: www.kengen.co.ke**

June, 2024

PROCURING ENTITY: KENYA ELECTRICITY GENERATING COMPANY PLC

CONTRACT NAME AND DESCRIPTION: KGN-ADM-007-2024 - **TENDER FOR PROVISION OF CLEANING, GARBAGE MANAGEMENT AND GARDENING SERVICES FOR KENGEN PREMISES FOR THE YEAR 2024-2026 (Re-advert)**

KenGen PLC invites sealed tenders from eligible candidates for The **Tender for Provision of Cleaning, Garbage Management and Gardening Services for KenGen Premises** whose specifications are detailed in the Tender Document

Tendering will be conducted under open competitive method to **Special Groups (Women, Youth & PWDs)** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

The tender is **Reserved for Special Groups (Women, Youth & PWDs)**

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 8am and 5pm starting at the date of advert at the office of:

General Manager, Supply Chain

Tel: (254) (020) 3666000

Email: tenders@kengen.co.ke; jmbugua@kengen.co.ke;

Tender documents may be viewed and downloaded for free from the website (WWW.KENGEN.CO.KE). Tenderers who download the tender document must forward their particulars immediately to (tenders@kengen.co.ke, 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum.

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KShs.1, 000.00** paid via **Mpesa, pay bill no. 400200** and account no. **01120069076000**, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below.

All Tenders must be accompanied by a “**tender Security Securing Declaration**” as part of the bid document.

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

There shall be a **MANDATORY SITE VISIT** as detailed in the Site Visit Schedule table below;

There shall be a **VIRTUAL PRE-BID CONFERENCE** via Zoom on **17th July**

2024, starting at 10.00 a.m. through the link:

Register in advance for this meeting:

<https://kengen-co-ke.zoom.us/meeting/register/tZUlc-2pqj0vG9TxGIIAV5JxXqa40Ilfpa6>

After registering, you will receive a confirmation email containing information about joining the meeting.

Completed Tender **must** be submitted **online** on or before: **23rd July 2024 at 10.00 a.m.**

Electronic submission shall be permitted through our e-procurement platform found at www.kengen.co.ke (<https://eprocurement.kengen.co.ke:5000/lirj/portal>

. Internet Explorer and Firefox Mozilla are the preferred web browsers.

Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later.

The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100

Tenders@kengen.co.ke; [cc jmbugua@kengen.co.ke](mailto:cc.jmbugua@kengen.co.ke)

B. Address for Opening of Tenders.

General Manager, Supply Chain
Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
Ground Floor

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately to any of the provided anonymous hotline service.

**1) Call Toll Free: 0800722626;
2) Free-Fax: 00800 007788;**

3) Email: kengen@tip-offs.com

4) Website: www.tip-offs.com

GENERAL MANAGER, SUPPLY CHAIN

SITE VISIT SCHEDULE;

DETAILED MANDATORY SITE VISIT DATE AND TIME.

NO.	STATIONS	SITE VISIT DATES	VENUE
1.	KIPEVU POWER STATIONS	26 th & 27 th June 2024	Kipevu Power Stations (Steam Plant, Kipevu I & III and Changamwe Staff Houses) starting at 10.00 a.m.
2.	GARISSA G.T. STATION (<i>Decommissioned</i>)	28 th June 2024	Garissa G.T. Station starting at 10.00 a.m
3.	NDULA POWER STATION (<i>Decommissioned</i>)	1 st July 2024	Ndula Station starting at 10.00 a.m.
4.	KINDARUMA POWER STATION	2 nd July 2024	Kindaruma Power Station starting at 10:00 a.m.
5.	GITARU POWER STATION	3 rd July 2024	Kamburu Power Station starting at 10:00 a.m.
6.	KIAMBERE POWER STATION	4 th July 2024	Kiambere Power Station starting at 10:00 a.m.
7.	NGONG POWER STATION	5 th July 2024	Ngong Power Station Starting at 10:00 a.m.
8.	MUHORONI POWER STATION	8 th July 2024	Muhoroni Power Station starting at 10:00 a.m.
9.	SONDU MIRIU	9 th July 2024	Sondu Miriu Station starting at 10:00 a.m.
10.	SANG'ORO POWER STATIONS	9 th July 2024	Sangoro Power Station Starting at 10:00 a.m.
11.	GOGO POWER STATION	10 th July 2024	Gogo Power Station starting at 10.00 a.m.
12.	TURKWEL POWER STATION	12 th July 2024	Turkwel Power Station starting at 11.00 a.m.
13.	SOSIANI POWER STATION (<i>Decommissioned</i>)	15 th July 2024	Sosiani Power Station Starting at 10:00 a.m.

TENDER CLUSTERS/SCHEDULES

CLUSTER/ SCHEDULE	KENGEN PREMISES/ FACILITIES	PART		SCOPE	ELIGIBILITY
Cluster/Schedule 1	1. Garissa – Decommissioned Plant	A	<i>Garissa Old Power Station</i>	Compound bush clearing, gardening and garbage management.	ALL
	2. Ngong Power Station	C.	<i>Ngong Power Station</i>	Compound bush clearing, gardening and garbage management.	ALL
Cluster/Schedule 2	1. Kipevu	A	Kipevu I	Cleaning of offices, power stations, related premises, and garbage management	ALL
		C	Kipevu III		
		E	Steam Plant		
Cluster/Schedule 3	1. Kipevu	A	Kipevu I Kipevu III Steam Plant	Compounds Bush Clearance, gardening, hedges, and Landscaping	ALL
Cluster/Schedule 4	Turkwel	A	Turkwel	Compounds Bush Clearance, gardening, hedges, and Landscaping	ALL
Cluster/Schedule 5	1. Gitaru	A	Gitaru Power Station	Compounds Bush Clearance, gardening, hedges, and Landscaping	ALL
	2. Kiambere	B	Kiambere Power Station		

	3. Kindaruma	C	Kindaruma Power Station		
	4. Ndula	D	Ndula Power Station		
Cluster/Schedule 6		A	Gogo Power Station	Cleaning of offices, power stations, related premises, and garbage management	ALL
		C	Sondu Power Station		
		E	Sangoro Power Station		
		G	Muhoroni Power Station		
		I	Sosiani Power Station		

NOTE:

1. Financial evaluation and award shall be to the lowest evaluated responsive bidder per cluster/schedule as outlined above.
2. Compounds bush clearance, gardening, hedges and landscaping comprises **daily maintenance** of grass, steamlines, outdoor sporting facilities, road reserves, dams, canals and intakes, well pads, concrete (cabro) paved roads, tarmac roads, clearing of fallen branches, trees, leaves, roofs and gutters, supplying, planting, manuring, watering, re-planting, maintaining of gardens, flower beds, potted flowers, sports fields, debris removal from the dams, canals and Intake and other related jobs/tasks as shall be applicable to specific area tendered for.

PART I - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

I. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2 Throughout this tendering document:

2.1 The terms:

- a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) if the contexts or esquires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

- 3.4 **Unfair Competitive Advantage-Fairness** and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. I that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms
- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

1. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

8 Pre-Tender Meeting

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not

later than the period specified in the **TDS** before the meeting.

- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified in **the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which

case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for

their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential

conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification submitted with the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed

methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - c. sign the Contract in accordance with ITT 46; or
 - d. furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies." "In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 13; and

- b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

27 Tender Opening

- 27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with

ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

- 33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

- 34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.
- 34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
 - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

- 36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) Reject the Tender.

39 Qualification of the Tenderer

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries,

parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the

Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT I.1	The reference number of the Request for Tenders (ITT) is: [KGN-ADM-007 – 2024] The Procuring Entity is: Kenya Electricity Generating Company PLC The name of the ITT is: TENDER FOR PROVISION OF CLEANING, GARBAGE MANAGEMENT AND GARDENING SERVICES FOR KENGEN PREMISES FOR THE YEAR 2024-2026 (RE-TENDER).

ITT 2.1(a)

Electronic –Procurement System

The tender **MUST** be submitted through our e-procurement platform found at www.kengen.co.ke

(<https://eprocurement.kengen.co.ke:50001/irj/portal>)

SUBMISSION OF TENDERS:

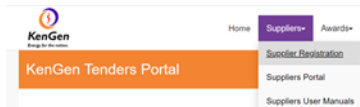
Tender submission

Electronic –Procurement System

I.For suppliers registering for the first time using the link

[https://supplierregistration.kengen.co.ke:4302/slc_selfreg\(bD1lbiZjPTMwMCZkPWlpbg=\)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP](https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1lbiZjPTMwMCZkPWlpbg=)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP) ensure the

“**Public Tender**” checkbox is ticked so that the login details are sent to suppliers automatically



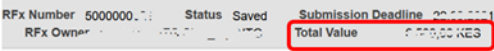


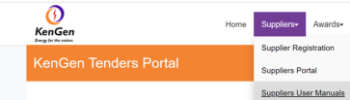




It is a mandatory requirement that all documents are uploaded to the SRM System through the link: <https://eprocurement.kengen.co.ke:50001/irj/portal> , log-in to access the published events under ‘**RFx and Auctions**’ tab.

After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘**Technical RFx Response**’ tab to access the cfolder page to upload your document.

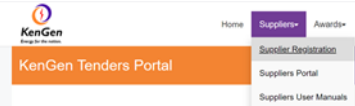
Instructions to Bidders: Caution on Uploading Bid Documents

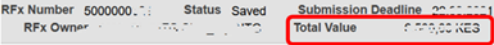


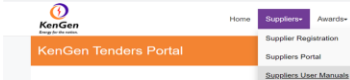




Instructions to Bidders: Caution on Uploading Bid Documents

- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.
- b. **Exceeding File Size Limit:** In the event that the bid response exceeds the 99MB limit: -
 - i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn’t reduce the file size consider option **(ii) below**.
 - ii. Split the documents into two or more separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
- c. Bids uploaded on **Notes and Attachments" Tab** may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.

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	<p>d. Assistance and Inquiries: For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through eprocurement@kengen.co.ke; or tenders@kengen.co.ke; or visit our offices through the Karibu Centre.</p> <ul style="list-style-type: none"> Prices MUST be entered under item tab of the RFX and MUST be similar to the price Schedule.  <ul style="list-style-type: none"> Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted. <table border="1" data-bbox="411 801 1401 904"> <thead> <tr> <th>Event Number</th> <th>Event Description</th> <th>Event Type</th> <th>Event Status</th> <th>Start Date</th> <th>End Date</th> <th>Response Number</th> <th>Response Status</th> </tr> </thead> <tbody> <tr> <td>50000000001</td> <td>Test Bid Invite: Invitation to Bidders</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>22.09.2024</td> <td>60000000001</td> <td>Saved </td> </tr> <tr> <td>50000000002</td> <td>Test 4: Bidder login in sus portal</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>15.02.2024</td> <td>60000000002</td> <td>Submitted </td> </tr> </tbody> </table> <ul style="list-style-type: none"> Bidders who have submitted their bids should not click on WITHDRAW but click on EDIT to amend their bid response with appropriate changes if they desire to do so. Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.  <p>Tender closing & opening date: 10th January 2024 at 10.00 a.m.</p>	Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	50000000001	Test Bid Invite: Invitation to Bidders	Open Tendering	Published		22.09.2024	60000000001	Saved 	50000000002	Test 4: Bidder login in sus portal	Open Tendering	Published		15.02.2024	60000000002	Submitted 
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50000000002	Test 4: Bidder login in sus portal	Open Tendering	Published		15.02.2024	60000000002	Submitted 																		
	<p>Eligibility</p> <p>This tender is open for Special Groups (Women, Youth & PWDs) as per clusters/schedules</p>																								
	<p>Tender Prices</p> <p>Prices indicated in the tender form shall be inclusive of all applicable taxes including statutory deductions, insurance, wages, Park Entrance fees, NEMA and applicable County government Licenses and all other overheads</p>																								
	<p>Tender eligibility and qualifications</p> <p>Proof of eligibility, qualification documents of evidence (see evaluation criteria)</p>																								
ITT 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: Not allowed</p>																								
B. Contents of Tendering Document																									
ITT 8.1	<p>(a) A Mandatory site visit will be held as per the detailed schedule in the tender document for all regions</p> <p>(b) A Mandatory Virtual pre-bid meeting/conference will be held on 17th July</p>																								

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	<p style="background-color: yellow;">2024, starting at 10.00 a.m. via zoom through the link:</p> <p>Register in advance for this meeting: https://kengen-co-ke.zoom.us/meeting/register/tZUlc-2pqj0vG9TxGIIAV5]xXqa40lljpa6</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p>
ITT 9.1	<p>For Clarification of Tender purposes only, the Procuring Entity’s address is: Attention:</p> <p><i>General Manager, Supply Chain Kenya Electricity Generating Company PLC, 9th Floor, KenGen Pension Plaza II, Kolobot Road, Parklands, P.O. Box 47936, 00100 NAIROBI.</i></p> <p>tenders@kengen.co.ke; jmbugua@kengen.co.ke</p> <p>Requests for clarification should be received by the Procuring Entity no later than: 7 days before tender closing date. Web page: [www.kengen.co.ke].</p>
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender as detailed in the Mandatory requirements
ITT 15.1	Alternative Tenders shall not be considered.
ITT 16.7	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 126 days.
ITT 21.1	<p>A Tender Security “shall not be” required.</p> <p>However, the tenderer will be required to complete a Tender Securing Declaration form attached in the standard forms of this tender document.</p>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of a Power of Attorney.
	D. Submission and Opening of Tenders
ITT 24.1	<p>Tender submission</p> <p>The tender MUST be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)</p> <p>SUBMISSION OF TENDERS:</p>

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ITT 24.1	<p>The deadline for Tender submission is: Date and Time: 23rd July 2024 at 10.00 a.m.</p> <p>The electronic Tender submission procedures shall be:</p> <ul style="list-style-type: none"> Tender documents must be submitted online through KenGen E-Procurement web portal found on the KenGen website (www.kengen.co.ke) Bidders who are interested in this tender MUST ensure that they are registered in the E-Procurement Portal. Please ensure compliance to the following; For suppliers registering for the first time ensure the “Public Procurement” checkbox is ticked so that the login details are sent to suppliers automatically It is a mandatory requirement that all documents are uploaded to the c-folder of the SRM System through the link ‘Technical Rfx response’. No responses/documents shall be attached to the ‘notes and attachments’ tab as they will not be considered for evaluation. Prices to be entered under item of the Rfx shall be similar to be prices in the Tender form. 																								
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Kenya Electricity Generating Company PLC, 9th Floor, KenGen Pension Plaza II, Kolobot Road, Parklands, P.O. Box 47936, 00100 NAIROBI.</p>																								

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Date and time: [23rd July 2024 at 10.30 a.m.]</p> <p>Note; In an effort to curb the spread of the COVID-19 pandemic the following measures shall apply:</p> <ul style="list-style-type: none"> • Where bidders or their representatives choose to attend the bid opening, KenGen shall limit the persons to a maximum of 5 people, whom shall be nominated by the bidders present for the opening session. • The tender opening shall be conducted in a spacious environment and observing a social distance of at least 1.5 meters away from each other. Screening and registration of all attendees shall take place in all sessions. • Failure to attend the bid opening shall not invalidate the process. <p>Bidders can request for the tender opening minutes of the tender opening session through the following email address tenders@kengen.co.ke</p>
E. Evaluation and Comparison of Tenders	
ITT 33.1	Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya before comparing all the responsive tenders. The date for the exchange rate shall be: the deadline date for Submission of the Tenders.
ITT 34.1	A margin of preference and/or reservation shall not apply.
	<p>Preliminary Examination</p> <p>Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015, Subject to section 79(2)(b) of the Act, any error in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects substance of the tender and shall lead to disqualification of the tender as non-responsive.</p>
	<p>Due Diligence</p> <p>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract before award of the contract.</p>
F. Award of Contract	
ITT 49.1	Performance security shall be at one per cent (1%) of the Annual Contract Value where the contract value is above five million shillings.. The performance security will have a one year value, renewable three months before the expiry for another one year.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

MANDATORY REQUIREMENTS

No	Requirements	Tenderers response (YES or NO)
MR 1	Valid copy of Registration Certificate /Certificate of Incorporation	
MR 2	Valid Tax Compliance Certificate and /PIN Certificate/ Tax Exemption Certificate	
MR 3	Copy of CR 12 issued within 6 months before tender closure date (where applicable)/Not Applicable to sole Proprietors)	
MR 4	Copy of a Valid & current AGPO certificate for the relevant group (Women Enterprise/Youth/PWD) as per clusters/schedules.	
MR 5	Attached Copy of National Council of persons with Disabilities (NCPWD) disability card (applicable to PWD)	

MR 6	A copy of valid Business Permit - MUST BE FOR A CLEANING RELATED ENTITY/BUSINESS.	
MR 7	Copy of a valid Certificate of Workplace registration under Occupational Safety and Health Act, 2007 (OSHA) – MUST BE IN THE NAME OF THE PROPRIETOR/ENTITY APPLYING FOR THE TENDER	
MR 8	Must Provide a copy of current Work Injury Benefit Insurance cover under Work Injuries Benefits Act, 2012 (WIBA). Evidence is copy of a valid policy document or the cover note.	
MR 9	Duly filled, signed and stamped Letter of Undertaking that the service provider shall comply with labour laws and wage regulation guidelines. for the cluster(s)/schedule(s) bid for (Refer to Appendix 1)	
MR 10	Duly filled, signed and stamped Letter of Undertaking that the service provider shall comply with the user requirements for remuneration as per the cluster(s)/schedule(s).bid for (Refer to Appendix 2)	
MR 11	Duly filled, signed and stamped Letter of Undertaking to engage a minimum number of staff for the cluster(s)/schedule(s).bid for (Refer to Appendix 3 and 4).	
MR 12	Provide a valid Compliance Certificate from the National Social Security Fund (NSSF)	
MR 13	Provide a valid Compliance Certificate from the National Health Insurance Fund (NHIF)	
MR 14	Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)	
MR15	The Tender MUST be submitted in the required format and sequentially paginated / serialized including all attachments, (Sec.74.1.i. of the PPADA, 2015)	
MR16	The tender MUST been dully signed by the person lawfully authorized to do so through the Power of Attorney. Power of Attorney form must be duly signed and stamped.	
MR17	Duly filled, signed and stamped Confidential Business Questionnaire.	
MR18	Duly filled, signed and stamped Form of Tender	
MR19	Duly filled, signed and stamped price schedule	
MR20	Duly filled, signed and stamped Tender Securing Declaration form attached in the standard forms of this tender document.	
MR21	Duly filled, signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.	
MR22	Duly filled, signed, and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.	
MR23	Attach Site Visit Certificate(s) for KenGen Premises and/or Stations visited and bid for duly signed by a KenGen Representative.	
MR24	Provide evidence of attendance to the site visit (attach copy of site visit certificate)	
MR 25	Duly filled, signed and stamped Addendum(s)/Clarification(s) issued must be attached (<i>where applicable</i>).	
MR26	Provide a duly filled, signed and stamped Declaration and Commitment to the code of ethics.	
MR 27	Provide duly filled, signed and stamped Certificate of Independent Determination.	

NOTE: Tenderers are required to PASS ALL the Mandatory Requirements to proceed to Technical Evaluation stage i.e., only bidders who PASS the Mandatory Evaluation stage shall proceed to the Technical Evaluation stage.

STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT

Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary/ mandatory examination.

Bidder must demonstrate conformance to the all the technical specifications and requirements as detailed in the tender document, and as tabulated below.

NO	REQUIREMENTS	TENDERER'S RESPONSE YES/ NO
TR 1	<p>Copy of a valid NEMA License for garbage management and transportation for area/s of current operation or show proof of agreement with a duly licensed garbage and waste management handler(s).</p> <p><i>Note: The successful bidder shall be required to provide a valid NEMA license specific to the relevant area of award within Three Months. However, the successful bidder shall be required to provide proof of registration (e.g., official receipt) within one month after contract signing.</i></p>	
TR 2	<p>Copy of a valid Permit /License from relevant county government to transport and dump waste to designated dumpsite for area/s of current operation or show proof of agreement with a duly licensed garbage and waste management handler.</p> <p><i>Note: The successful bidder shall be required to provide a valid NEMA license specific to the relevant area of award within Three Months. However, the successful bidder shall be required to provide proof of registration (e.g official receipt) within one month after contract signing.</i></p>	
TR 3	<p>Proof of fleet capacity for a dedicated Garbage Collection Vehicle having both NEMA and County Authority licenses – (at least 1 Vehicle) Attach copies of log books, whether owned or leased. Also, where vehicle is outsourced, attach a copy of a valid lease agreement.</p>	
TR 4	<p>Proof of fleet capacity for dedicated transportation of staff and materials in areas where required e.g., copies of logbooks, owned or leased, or proof of outsourced transport services such as copy of contract agreement (Refer to Appendix 5).</p> <p><i>*This Technical requirement will only apply in areas where motorised transport is required as indicated in Appendix 5</i></p>	
TR 5	<p>Tools, Machinery and Equipment Duly signed and stamped tools, machinery and equipment schedule indicating that the service provider shall provide the required tools, machinery, and equipment for the cluster(s)/schedule(s) bid for. (Refer to Appendix 6).</p>	
TR 6	<p>Consumables and Materials</p>	

	Duly signed and stamped consumables and materials schedule committing to supply the required consumables and materials for the cluster(s)/schedule(s) bid for. (Refer to Appendix 7).		
TR 7	Work Program Provide a detailed work program of cleaning activities/ gardening activities e.g. grass cutting, bush clearing (as applicable in cluster(s)/schedule(s) bid for). Work program to at least include the following: <ol style="list-style-type: none"> 1. Supervisor's daily checklist 2. Number of staff to be deployed 3. Equipment, Vehicles, Tools and Machines to be used 4. Safety and emergency measures 5. chemicals, consumables and detergents to be used (where applicable) 6. Garbage Management (including disposal) 7. Cleaning and gardening practices and routines (as applicable to schedule bid for) 		
TR 8	Submit checklist for cleaning services/ gardening activities as applicable in cluster(s)/schedule(s) bid for <ol style="list-style-type: none"> a) Buildings: e.g. Offices, Washrooms, Workshops, Laboratories e.t.c b) Compounds e.g. lawns, steam lines, gardens, playgrounds, well pads e.t.c 		
TR 9	Staff Competence		
	Manager	Must hold a minimum Diploma in housekeeping, hospitality management, or an equivalent course. Must have One (1) year relevant experience. Proof of Training in First Aid and/or Fire Marshals (Attach copies of CVs and certificates) Note: Applicable to areas that require a Manager.	
	Supervisor;	Must hold a minimum Certificate level in housekeeping, hospitality management, or an equivalent course. Must have at least six (6) Months relevant experience. Proof of Training in First Aid and/or Fire Marshals (Attach copies of CVs and certificates) Note: Applicable to areas that require a Supervisor.	
TR 10	Provide duly signed and stamped copy of company's/firm's current staff policy.		
TR 11	Provide duly signed and stamped copy of company's/firm's current training schedule/ calendar indicating relevant courses in hospitality and housekeeping to be undertaken by employees.		
TR 12	Provide duly signed and stamped. copy of company's/firm's current safety policy		
TR 13	Provide evidence of Physical address/ Office and contact details e.g., copy of lease agreement, copy of recent electricity bill, copy of recent water bill, or a copy other relevant document.		
TR 14	A valid financing commitment for this specific procurement issued by a recognized financial institution (Including SACCOs, Deposit taking Micro-finance and Youth or Women Enterprise fund).		

NOTE: Tenderers are required to PASS ALL the Technical Requirements to proceed to the Financial Evaluation stage i.e., only bidders who PASS the Technical Evaluation stage shall proceed to the Financial Evaluation stage.

STAGE 3. FINANCIAL EVALUATION

Financial evaluation shall involve checking completeness of financial bids.

- Financial evaluation and award shall be to the lowest evaluated responsive bidder per cluster/schedule
- Bidders shall bid for all items in the respective SCHEDULE (S) that they are participating in.
- A bidder that OMITTS ANY PRICING ITEM/S in a SCHEDULE(S) bid for shall be declared non-responsive
- Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive (ref Section 74(2) of Public Procurement and Asset Disposal Regulations 2020)
- All prices must be inclusive of all the applicable taxes
- Confirmation of compliance with statutory minimum wage as set out and Appendix 4 (user requirement- number of staff required) of the tender document
- Confirmation that the bidders made a provision for consumable items as per the tender requirements (Appendix 8 of the tender document).
- Bidders will be expected to comply with the Labour Institutions Act No.12 of 2007 and the Regulation of wages (Agricultural Industry) (Amendment) Order, 2022. Any firm that bids below the statutory minimum wage for each cluster will not be considered for award and only compliant bidders will be considered for award of the same.

STAGE 4. DUE DILLIGENCE

KenGen **shall** prior to award of the tender determine to its satisfaction whether the selected bidder(s) will qualify to perform the contract satisfactorily by carrying out due diligence through site visit(s) to bidder(s)' office(s) and/or areas where bidder(s)' are currently offering similar service(s) and contacting bidder(s)' references/referees.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

Date of this Tender submission: _____ [insert date (as day, month and year) of Tender submission]

ITT No.: _____ [insert number of ITT process]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.

- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix I- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer:..... **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:.....***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:..... *[insert complete title of the person signing the Tender]*

Signature of the person named above:*[insert signature of person whose name and capacity are shown above]*

Date signed..... *[insert date of signing]* **day of***[insert month]*, *[insert year]*

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				

2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity]
for: _____

_____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required

by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____ Title_ Date_[Name, title and signature of authorized agent of Tenderer and Date]

iii) SELF-DECLARATION FORMS

FORM SD I

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL
ACT 2015**

I,of Post Office Box being a resident
of...

..... in the Republic of do hereby
make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..
..... (*insert name of the Company*) who is a Bidder in
respect of **Tender No.**
for.....(*insert tender title/description*) for
.....(*insert name of the Procuring entity*) and duly authorized and
competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and
belief.

.....

..... (Title)

.....
(Signature)
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box.....being a resident of

..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No.....
..... for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of **(Name of the Business/ Company/Firm)** declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-

mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

FORMAT OF POWER OF ATTORNEY

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“.....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature)(Name, Title and Address)

Accepted

..... (Signature)(Name, Title and Address of the Attorney)

iv) APPENDIX I-FRAUD AND CORRUPTION

(Appendix I shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under sub section (1) who contravenes the provisions of that subsection commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - d) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - e) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
 - f) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other

documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No:..... *[insert number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*
 - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
 - In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
 - i) Legal and financial autonomy
 - ii) Operation under commercial law
 - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
 - A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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

ITT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY-[Option I–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of ___ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ___.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated] Date:.....[insert date(as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete

name of Purchaser] I/We, the undersigned, declare

that:

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

Signed:.....
.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:
.....

..... Duly authorized to sign the bid for and on behalf of:

.....[insert complete name of Tenderer] Dated on

..... day of..... [Insert date of signing]

Seal or stamp

QUALIFICATION FORMS

6. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

FORM PER - I

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	<i>[insert title]</i>
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

8. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

DECLARATION

I, the undersigned.....*[insert either “Contractor's Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10 FORM ELI -I.I

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
I. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. FORM ELI -I.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

12. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

<p>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.</p> <p><input type="checkbox"/> Contract(s) not performed since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1</p>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	<p>Contract Identification: [indicate complete contract name/number, and any other identification]</p> <p>Name of Procuring Entity: [insert full name]</p> <p>Address of Procuring Entity: [insert street/city/country]</p> <p>Reason(s) for nonperformance: [indicate main reason(s)]</p>	[insert amount]
<p>Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.</p> <p><input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.</p>			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years,				
	(amount in currency, currency exchange rate*)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for ____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the years required above ; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. **FORM FIN-3.3:**

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

16. FORM FIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

N o.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimat ed Comple tion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

17. **FORM EXP-4.1**

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18. **FORM EXP -4.2(a)**

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor or <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for				

key activities	
6. Other Characteristics	

19. **FORM EXP-4.2(b)**

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

³If applicable

Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

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PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever possible)

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.

SCHEDULE OF FORMS

REFER TO APPENDICES 1 TO 7

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

CLEANING SERVICES METHODOLOGY

STRIPPING

Stripping means carrying out the following tasks on floors and walls of offices, seminar rooms, toilets, stairways, corridors, reception areas and other areas within the facilities and or as directed by the KenGen representative.

- a. Warning signs **MUST** be displayed when cleaning and removed after cleaning (Supplier to provide).
- b. Staff must be in protective gear such as gloves, gumboots, quality safety boots, helmets and branded uniforms etc.
- c. Open all windows in the room
- d. Cleaning of light fixtures with a damp cloth to remove dust and stains
- e. Wiping and cleaning of all curtain boxes with a wet cloth using clean water and drying them.
- f. Cleaning of all wooden partitions with a wood cleaner and polishing it with a wood polish
- g. Cleaning of all window grills, window panes and windows frames with a window cleaner
- h. Cleaning of walls to remove stains using relevant detergent.
- i. Move the furniture from the rooms to allow cleaning.
- j. Clean the furniture with furniture polish before returning to the room.
- k. Sweep the floor and remove all litter and dust.
- l. Mop and remove any visible stain on the floor using the right detergent.
- m. Soak the floor with a mixture of water and super stripper
- n. Leave it for 10 minutes to soak
- o. Scrub the floor with a scrubbing machine and a black pad
- p. Use steel wool to scrub the corners, skirting and along the wall where the machine can't reach.
- q. First rinse with clean water and remove the water using a sucking machine
- r. Check and confirm that there are no stains on the floor, if there are, scrub again to ensure stains are removed.
- s. Rinse the floor a second time and remove the water using a sucking machine
- t. Confirm that there are no stains and if any remove by hand scrubbing using steel wool and stripper.
- u. Clean the skirting to remove the stripper that split during cleaning.
- v. Rinse the floor the third and final time, remove the water using a sucking machine and leave it for thirty minutes to dry.
- w. First application of polish using a clean and dry mop and give the room thirty minutes to dry.
- x. Second layer of polish to be applied and Give the room thirty minutes to dry.
- y. Third layer of polish to be applied and give the room thirty minutes to dry.
- z. Buff the room with a machine and yellow/soft pad to give it a shining finish.
- aa. Sweep the floor with a feather duster.
- bb. Return and arrange the furniture in the room.
- cc. Empty and clean the dustbins and dress the bins with a liner bag.

DAILY DUTIES

- (a) Warning signs **MUST** be displayed when cleaning.
- (b) Open the curtains/window blinds, windows and doors.
- (c) Sweep the floor using a soft and/or feather dusters.
- (d) Continual Dust, clean and disinfect all equipment (this includes computers, printers, shredders, telephones, etc) with a soft damp cloth.
- (e) Wipe all furniture including tables, seats and all cables with a damp cloth and dry them.
- (f) All cables to be cleaned using Scouring pad, then wiped with a clean damp cloth.
- (g) Mop the floor with a neutral maintainer.
- (h) Remove any stubborn stain from the floor with a buffing machine and green pad.
- (i) Shine the floor with a buffing machine and yellow/soft pad.
- (j) Sweep the floor after shinning with a feather duster.
- (k) Re-arrange the furniture.
- (l) Moving of furniture if need be.
- (m) Clean all louvers and all windows.
- (n) Dust and clean all wooden cabinets using a wood cleaner and polish
- (o) Dust and clean all metal cabinets using a wet damp cloth
- (p) Clean all skirting with a wet damp cloth
- (q) Clean doors and door frames along the corridors
- (r) Remove and clean cobwebs everywhere using appropriate equipment
- (s) C o n t i n u a l Clean and Disinfect of the reception areas
- (t) Clean all leather seats using leather polish
- (u) Remove any dirt from all the walls.
- (v) Clean all street and garden lamps/lights
- (w) Clean all direction signs, notice boards and garden seats with soap and a clean damp cloth
- (x) Empty, clean and dress/line dustbins
- (y) Continual refill of foam soap, tissue, sanitizer and hand lotion.
- (z) Use scaffolding carts on heights to remove cobwebs and other dirt on high placed windows and ridges **as and when required.**

Cleaning of Carpeted Rooms

Vacuum clean the carpeted areas daily using a vacuum cleaner

SPECIFIC FREQUENCY OF ASSIGNMENTS

- a) ALL PVC tiles, red cement and epoxy screed floors, terrazzo, ceramic and granite, mazeras floors, wooden floors, tiles and concrete floors should be mopped **twice a day** and scrubbed **once a week** and should always be kept clean and dry. Polishing, stripping, sanding and buffing should be done **weekly**. Care should be taken to ensure that machines used do not damage the floors. **Ensure no stains and discolouration.** ALL daily cleaning of office floors must be done first thing in the morning by 7.45 a.m. using the approved detergent.
- b) ALL carpeted floors should be vacuum cleaned daily and spot cleaned to remove stains and discoloration. Thorough cleaning and shampooing should be done weekly. Care should be taken to ensure that machines used do not damage the carpets.

- c) ALL walls should be wiped daily with detergents approved by the client to remove all marks and stains up to the ceiling level.
- d) ALL cigarette butts and dustbins should be emptied throughout the day and should always be kept clean.
- d) ALL door mats should be kept clean always.
- e) ALL office furniture, fittings, glass windows, phone headsets and office equipment should be cleaned using approved detergents and disinfectants. Daily cleaning of the office furniture, doors, phone headsets and equipment should be done first thing in the morning by 7.45 a.m.
- f) ALL Lifts call buttons must be cleaned continually using Methylated spirit.
- g) ALL light tube compartment and the air conditioning systems in the lifts and offices must be dusted daily.
- h) ALL Mirrors inside the lifts must be cleaned daily with approved detergent.
- i) Any stain and marks in the lifts should be rubbed off daily with approved detergent.
- j) ALL material and stationery stores should be cleaned, damp mopped, dust floor screed, apply polish, and machine buffed with approved detergent daily, shelves and cabinet should always be kept clean and free of dust under the supervision of KenGen staff.

ALL Equipment, Furniture and Fittings

All desks, chairs and storage units (wooden or metal) should always be cleaned and polished using the appropriate polish and any stains removed daily.

All Telephone headsets should be wiped, cleaned and disinfected daily with Methylated spirit. Computers, printers, photocopiers, shredders and typewriters should be dusted and cleaned daily.

All furniture covered with fabric should be shampooed and sanctioned cleaned once a month. Discoloration and stains removed as and when necessary. Excess water should be mechanically sucked and chairs dried in readiness for the next day of business. Care should be taken to ensure that the fabric is not damaged during cleaning. The contractor will be liable for any damage. Plastic Chairs should always be kept clean.

Notice Boards

ALL notice boards with glass sliding doors and metal frames shall be wiped daily. Soft board notice boards should be dusted daily and removal of cobwebs, birds' nests and wasp nests should be done daily.

Directional Signage's

Shall be washed fortnightly using soft brush and appropriate detergents and continuously kept clean

All Bathrooms and Toilets

ALL toilet floors should always be kept clean, continuously be wiped, mopped, kept dry and disinfected using approved disinfectants.

Scrub, brush and disinfect the inside and outside of toilet bowls, under the rim, toilet seat,

toilet cover, cistern and flush handle/button.

For the pit latrine put appropriate disinfectant to curb the foul odour.

Any system failures such as leakages should be reported to KenGen Admin Representative for prompt repair.

Continually Disinfect all hand-touch facilities i.e. door handles, wipe mirrors flush and tap handles to be wiped and polished. Removal of marks noticed and reporting of any leakages always.

A check list to be maintained and displayed in the cloakroom(s).

Basins, Sinks and Urinals

Scrub, brush and disinfect with suitable detergent continuously.

Continually Disinfect all hand-touch facilities i.e. door handles, wipe mirrors flush and tap handles to be wiped and polished. Removal of marks noticed and reporting of any leakages always.

A check list to be maintained and displayed in the cloakroom(s).

GYM and Gym Equipment

Shall be cleaned daily (as specified in the daily duties stated above).

All its content i.e. balls, equipment, mats, apparatus, machines etc. should be disinfected continually and/or after heavy usage.

Mats, step forms and other applicable fabrics, tools equipment to be shampooed, washed and disinfected/sanitized continuously. A check list to be maintained and displayed at the Gym room.

Walls, Ceiling and Mirrors

All stains and marks on the walls shall be removed using relevant detergent. Ensure use of scaffolding carts, proper PPEs and observe safety procedures while cleaning heights.

Birds, insects, bats droppings, bird's and wasp's nests, cobwebs should always be cleaned and removed.

Any signs of dampness on the ceiling/walls should be reported promptly to the premises caretaker or KenGen representative.

Mirrors including lifts' mirrors should always be wiped and kept clean as specified in the daily duties.

All Kitchens

Shall be swept, dusted, damp mopped, scrubbed, polished, and machine buffed with relevant

cleaning materials daily. Dust, clean and wipe all furniture and fittings.

Doors and Partitions

ALL doors and door handles **MUST** be cleaned and disinfected continuously, the wooden doors shall be polished once a week.

All door hinges shall be lubricated regularly when need arises. A non-staining lubricant shall be supplied and applied by the contractor.

All office partitions shall be wiped daily.

Provision of Toilet Papers, Hand washing Foam, Lotion and Air Fresheners

Supply mothballs, urinal mats, sanitary blocks, self-dispensing air fresheners, hand-washing foam soap, Lotion, **2 ply** brilliant white toilet papers and hand towel (tissues) throughout the day and refilling them all the time.

Any faulty soap /lotion/sanitizer dispensers and/or hand dryers shall be replaced and invoiced separately as per the quoted price during tendering. KenGen will request for a quotation before replacement.

Samples of the toilet paper, hand tissue, hand washing foam, lotions and air fresheners shall be approved by the KenGen representative. Approved samples shall remain in the custody of the KenGen representative. Approved samples shall be part of the delivery.

Parking Areas

These **MUST** be swept every day early in the morning before cars occupy the parking bays. The parking areas shall be cleaned with water every weekend. Ensure removal of all motor vehicle oil stains.

Corridors, Fire Exits and Staircases

All corridors and staircases in common areas shall be swept and mopped daily and the floor must be dry. Scrubbing should be done once a week using approved detergent. The staircase rails shall be disinfected continually.

Ceiling should be free of cobwebs.

Sentry House(s)

This shall be cleaned as per the daily duties stated above, as applicable.

Chairs and Tables shall also be dusted and wiped daily.

Security Lights and Fire Extinguishers shall always be cleaned and wiped all the time under supervision of KenGen Staff.

Window Panes and Grills

All windows, panes and grills must be cleaned and dusted every day. All efforts shall be put to reach all the parts of such windows. Application of sheen on windowpanes and thorough cleaning of all windows shall be done once a week.

Curtains, Blinds, and Sheers,

All curtains, sheers and blinds, shall be laundered/dry cleaned, pressed and inspected by KenGen representative before fitting them back.

Gardens, Compounds & Bush clearing

(a) All gardens shall be properly maintained by pruning, provision and replacement of garden and potted flowers, weeding, watering and applying approved manure etc.

(b) The Lawns must be mowed and the grass watered using sprinklers continuously. The Contractor to provide a lawnmower and or grass cutter, sprinkler and hosepipes. Slashing and or mowing of grass shall be carried out in all common areas and staff houses compound, the grass should be cut at least 10mm above the ground. The cut grass should be collected and buried at the designated area as directed by KenGen representative.

The road from the KWS Hells Gate National Park up to Olkaria IAU grass shall be cut 1 meter on both sides.

In Olkaria and Eburru, all well pads, Steamlines and other affected areas, bush clearing should include uprooting the stumps (trees and bushes) and any holes to be backfilled, continuously.

(c) Trees shall be cut and pruned when necessary. Fallen trees shall be cut, collected and kept at designated areas under supervision of a KenGen staff. The area shall be cleared of branches, leaves and other litter.

(d) Fences and hedges shall be professionally trimmed. Defacing of well-trimmed fences with crude tools will not be allowed. Tree pruning shall always be collected and disposed of as per NEMA Regulations.

(e) Flower beds, potted plants and plants in the gardens should be weeded, watered and manure approved by KenGen representative applied as and when required.

The Contractor to supply and replace garden and potted plants, flowers, soil, fertilizer and manure as and when required. KenGen Representative shall notify the Contractor when replacing/planting of flowers and plants is due /required. The replenishing soil should be red alluvial/loam especially in sandy areas such as (but not limited to Kipevu and Olkaria Power Stations to mitigate the sandy soil.)

(f) Draining and clearing of any stagnant water, leveling of the water-logged grounds to permanently stop the logging using the most appropriate method to be agreed on by KenGen.

(g) Raking of dead leaves and any other waste within compounds continually.

(h) Grass, plant and tree leaves/litter will be buried at the designated areas as directed by KenGen representative.

Note; burning is prohibited as per NEMA Regulations.

(i) Grass and bushes shall be cleared within 1 meter of both sides of the steamlines and to a length of 10mm above ground.

Pavements and Verandahs

Pavements shall be swept, thoroughly cleaned daily. Paper and other litter thrown carelessly shall be collected and disposed of immediately in accordance with NEMA Regulations.

- All verandahs shall be swept and washed daily and kept dry at all times.
- Canopy Roof, tents, pagoda, Bandas roof shall be washed while Makuti roof shall be dusted once a week.
- Drainages and gutters shall be free from stagnant water, blockages and debris at all times.

Removal and disposal of debris from roof tops and gutters.

All roof tops and gutters should be free from debris and other waste throughout the contract period, dispose the waste in line with NEMA regulations.

Restricted Areas

To be cleaned in the presence/supervision of a designated KenGen representative.

- (a) Duct room
- (b) Relay room
- (c) Chemical store
- (d) Pay office /Strong room
- (e) All workshops
- (f) Surge Tank Areas/ Water intake
- (g) Control Rooms/GCP room/ Access monitoring center
- (h) Fuel Storage Areas
- (i) Power House
- (j) Stores
- (k) Switch Gear Room/Relay rooms
- (l) Substations
- (m) Bottling plant
- (n) Water treatment plant
- (o) Generator Rooms
- (p) Pump house
- (q) Well pads sites
- (r) Laboratories
- (s) Mother's Den
- (t) Dam Areas, Canals and Head ponds
- (u) Archiving rooms
- (v) Kitchens
- (w) Battery Rooms
- (x) Server Rooms/ Data Centre

- (y) Drilling Sites
- (z) Clinics
- (aa) Guest Houses
- (bb) Bar counters
- (cc) Registries

Garbage Collection and Management

Waste Management and Coordination Regulations 2006 Act.

- a) All Dust Bins/Waste Paper Baskets, Shredders bins and Ash trays shall continually be emptied and cleaned.
- b) The Contractor shall bring large heavy duty lockable holding segregation bins for every Collection point (Number of collection points to be agreed upon per area between the Service Provider and KenGen representative).
- c) Ensure the refuse chute and rubbish collection areas are cleaned continually.
- d) Waste shall be collected, segregated and weighed at the time of transportation and records as well as tracking sheets is submitted to KenGen representative.
- e) Litter shall be collected on both sides of the road from the KWS Hells Gate National Park to all power Stations and wellheads.
- f) The Contractor shall remit copies of Certified NEMA licenses for the transportation vehicle and lease agreement in case vehicle is hired.
- g) The Contractor to supply branded dustbin-liners, polythene bags (NEMA approved gauge) in all bins at all times. The polythene bags must be branded with the Contractor's company details.
- h) Garbage within all the contracted areas shall be collected daily, segregated, weighed and disposed of in line with NEMA Regulations.
- i) Disposal of garbage to the designated county government area to be done regularly/as and when required to avoid environmental pollution.

The category of waste emitted from KenGen operations is categorized as;

1. Medical/Hazardous waste (Oily rags, Oil/ fuel filters, clinical waste, fluorescent tubes, face masks, metal chips, chemical containers).
2. Biodegradable (Clubs, office and domestic waste).
3. Non-biodegradable (Waste plastic bottles and polythene papers).

Servicing of Drainage, Culverts, Manholes and Sewage system

The Contractor shall use appropriate tools and method in unblocking, cleaning and disinfecting the drainages and sewage system. Manhole covers shall be greased once a year and culverts shall be kept free from debris and silt.

The Contractor to supply the grease.

Cases of persistent blockages should be reported to KenGen representative.

Cleaning of Oily Spills in the Workshops and other areas.

Clearing/ cleaning Oil spills from Workshop floor, Equipment and drainages and disposing the waste in line with NEMA Regulation under supervision of KenGen

representative. The cleaning will entail use of rags and industrial degreasers (biodegradable). The Contractor shall supply the rags and industrial degreasers.

Cleaning Containerised Offices/Facilities

(a) The floors shall be swept and damp mopped twice daily using approved detergents. The floors should always be kept clean and dry

(b) ALL container walls, internally and externally, shall be wiped daily with detergents approved by the client to remove all marks and stains under supervision of KenGen representative.

Cleaning of Domestic Water Reservoir Tanks

By use of hard brush to scrub and intensively wash with clean water then rinse.

DAM OPERATORS IN UPPER TANA

DESCRIPTION OF WORKS AND EQUIPMENT

A: SCOPE OF WORK

1. The work will be on **shift basis/continually**.
2. Remove plant leaves, branches and logs plus other debris from intake screens and intake waterways.
3. Manual operation of intake gates under instruction of KenGen representative
4. Manual operation of scour valves under instruction of KenGen representative
5. Record and report dam levels every hour under instruction of KenGen representative
6. Record and report any incident or anomaly to KenGen representative
7. Operate manual or motorized spillway gates under instruction of KenGen representative
8. Dispose the debris as directed by KenGen representative.

B: EQUIPMENT TO BE PROVIDED BY CONTRACTOR

1. Provide to each intake with two modified rakes as per KenGen design. One rake is for removing leaves and other light debris while the other rake is for removing heavy materials, branches, tree logs, etc. Samples will be provided. The breakdown of the required rakes is as below;
 - a. Eight(8) rakes for Tana power station.
 - b. Eight(8) rakes for Wanjii power station.
 - c. Two(2) rakes for Sagana power station.
 - d. Two(2) rakes for Mesco power station.
2. Provide mandatory personal protective equipment (PPE). These shall include;
 - a. Overall and safety boots.
 - b. Additionally provide gum boots and raincoats during the rainfall seasons
 - c. Rubber gloves for handling the debris.

C: OTHER REQUIREMENTS

Requires a physically strong person used to heavy work load of manual labour. Should be able to strictly follow instructions and report status in a precise manner. The individuals shall also be good swimmers and be comfortable working near water bodies.

D: TRAINING

KenGen will provide training and assessment to the contractor's staff before they are deployed. A one day training will be sufficient.

E: INSURANCE

The contractor shall ensure their staff are insured when working in areas where there are dams, water intakes and canals. They shall also work in the open either during the day or at night.

The following areas will be covered in the scope of this tender.

1. TANA POWER STATION

Tana Power Stations are located along Nairobi - Nyeri highway, approximately 80kms from Nairobi City and 0.5 kms from the main road.

1.1. MARAGUA DAM

The dam has two intakes with each intake serving one canal. Each intake has an intake gate and the dam has one spillway gate. The contractor shall provide a worker for each intake twenty four-seven(24/7). Therefore the contractor shall employ eight(8) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached.

1.2. MARAGUA HEADPOND

The headpond has two intakes with each intake serving one penstock. Each intake has an intake gate and a scour valve. The headpond also has one spillway gate. The contractor shall provide a worker for each intake twenty four-seven(24/7). Therefore the contractor shall employ eight(8) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached.

2. WANJII POWER STATION

Wanjii power station is located along the Nairobi - Muranga Highway, approximately 80 kms from Nairobi & 7 kms Muranga Town. Mathioya Dam is approximately 10kms from Wanjii.

2.1. MARAGUA DAM

The dam has one intake with a second one downstream at the point where the water gets into the penstock. The dam has one intake and two motorized spillway gates. The contractor shall provide a worker for each intake twenty four-seven(24/7). Therefore the contractor shall employ eight(8) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached.

2.2. MATHIOYA DAM

The dam has one intake with a second one downstream at the point where the water gets into the tunnel. The dam has one intake and two motorized spillway gates. The contractor shall provide a worker for each intake twenty four-seven(24/7). Therefore the contractor shall employ eight(8) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached.

3. SAGANA POWER STATION

Sagana Falls Power Station is located off Marua - Nyeri Road approximately 135 kms from Nairobi.

3.1. SAGANA INTAKE

The dam has one intake and one intake gate. The contractor shall provide a worker for the intake twenty four-seven(24/7). Therefore the contractor shall employ four(4) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached.

4. MESCO POWER STATION

Mesco is 80km from Nairobi, 2.5 kms from Mbombo along Kenol –Muranga Highway.

4.1. PENSTOCK INTAKE

The station has one intake located at the start of the penstock. The contractor shall provide a worker for the intake twenty four-seven(24/7). Therefore the contractor shall employ four(4) full time employees who will work in a shift rota on four days or nights on duty and four days off duty. A sample duty rota for each intake is attached

SPECIAL INSTRUCTIONS

STAFFING

- i. Ensure every site has a trained and certified first aider and stocked first aid kits.
- ii. All staff shall be fluent in English and Kiswahili
- iii. The staff should be of high moral integrity and with the relevant testimonials e.g. Certificate of Good Conduct.
- iv. All contractors staff shall at all times be in branded uniforms – at least two sets of skirt/pair of trousers, blouse/shirts, name tags and a sweater i.e. conspicuously labeled.
- v. Staff shall have presentable and suitable footwear for use in their respective areas of work.
- vi. The staff to have clean, well maintained uniforms for daily use bearing in mind that the company hosts high level functions and visitors.
- vii. Staff shall be always presentable smart and note that staffs who wear dirty and/or torn uniforms shall be denied entry to the company premises.
- viii. The Company reserves the right to request immediate removal of any staff member of the contractor if in its opinion such staff is no longer desirable. The contractor shall arrange to immediately replace the staff so removed and advise the company of its action accordingly.
- ix. Staff movement and rotation shall be done in consultation with KenGen Representative.
- x. Contractor and his/her staff **MUST** comply with KenGen environmental and safety policy and procedures. KenGen reserves the right to evict any staff who fails to comply. The recommended and generally accepted safety, health and occupational measures for the staff should be complied with.
- xi. Contractor shall at all times deploy the stated number of staff failure to which a credit note shall apply. The company reserves the right to request for additional staff at contractor's cost if the number proposed is not adequate.
- xii. Staff shall be provided with protective clothing (PPEs) by the contractor including branded rain coats (when necessary) Heights attire, gum boots, overalls, safety boots, snake boots, hand gloves, appropriate masks, helmets, ear muffs and other clothing recommended by the Occupational Safety and Health Act and the Labour Laws.
The contractor and his/her staff shall comply with KenGen's environmental and safety policy and procedures and the right of admission to its premises.
- xiii. The contractor shall make arrangements and be responsible at their own cost for;
 - Transport requirements for all their staff to and from the assignments as well as regular inspection within the assignment area.
 - Communication radios/mobile phones in all assignment areas.
 - Meals, accommodation, and subsistence for their staff.
 - Prompt and regular payments of salaries every month.
 - First Aid kits for their staff.
 - Provide emergency response and evacuation for their staff in the event of an incidence or accident.
- xiv. The contractors shall be expected to familiarize themselves with the prevailing local working conditions and the respective community interests in the areas of operations

xv **Offices and work areas to be cleaned by 7.45 a.m. KenGen operations are 24/7 and during public holidays. It is required that staff working in critical areas shall be available to provide their services. Where there are eateries, the operating hours are 7am-11pm the staff will be required to work during those working hours.**

xvi) At least two staff working at the Geothermal spa must have basic life guard skills. The contractor shall submit valid life guard certificates of their staff.

LOGISTICS

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

- (a) General transport requirements for all its staff to and from the premises.
- (b) Accommodation and site office for tools, equipment, consumables and staff for their use.
- (c) Acquisition of relevant permits and passes where applicable e.g. Hell's Gate in Olkaria
- (d) Communication Services.
- (e) Medical Services for his staff.

Section IV – Tendering Forms

PRICE SCHEDULE FORMS

CLUSTER/SCHEDULE I

CLUSTER/SCHEDULE I- CENTRAL OFFICE-KENGEN PENSION PLAZA I AND II

CLUSTER/SCHEDULE I:

PART A: GARISSA DECOMMISSIONED POWER STATION- COMPOUND BUSH CLEARING, GARDENING AND GARBAGE MANAGEMENT

LOCATION OF PREMISES

Garissa Decommissioned Power Station is in Garissa Town. It comprises a compound having a decommissioned power plant building, workshop buildings, car shed, security shed and grounds with mature trees.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KES)
I.0 Office & Compounds				
I.1	Buildings Decommissioned Plant workshop buildings Car park shed. Security shed Pit latrine	As per specification and scope of works		
I.2	Gardening and vegetation control, cutting of grass, shrubs and pruning of trees in the compound, raking of fallen leaves and twigs.	As per specification and scope works		
I.3	De-silting of all drainage and water channels	As per specification and scope works		

1.4	Waste Disposal of vegetation, leaves, twigs, silt and debris, plastic bottles and bags,	As per specification and scope of works		
2.0 Road Network				
2.1	The road network within the compound	As per specification and scope of cleaning works		
	SUB TOTAL in Kenya Shillings			
	16% VAT			
	TOTAL per Month inclusive of 16% VAT			
	TOTAL for ONE YEAR inclusive of 16% VAT			
	TOTAL for TWO YEARS inclusive of 16% VAT (contract period)			

PART B: AS AND WHEN REQUIRED SUPPLIES AT GARISSA DECOMMISSIONED POWER STATION

Area of Assignment	Description of Works (Scope of Work)	UNIT COST (KSHS.) Inclusive of 16% VAT
De-sludging Services Ino. 10,000 liters capacity per trip	As per specification	
De-sludging Services Ino. 20,000 liters capacity per trip	As per specification	
Supply of fiber glass flowerpot Small approx... 5 liters capacity	As per sample	
Supply of fiber glass flowerpot Medium approx... 10 liters capacity	As per sample	
Supply of fiber glass flowerpot Large – approx... 20 liters capacity	As per sample	
Assorted seedlings of garden and potable flowers (<i>Batch of Twenty Assorted Plants</i>)	As per specification	

PART C: NGONG POWER STATION

LOCATION OF PREMISES

Ngong Power Station is located within Ngong Hills Forest Reserve. It is approximately 5 kilometers from Ngong Town and 35 kilometers from Nairobi CBD.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KES)
1.0 Office & Compounds				
1.1	Gardening and vegetation control, cutting of grass, shrubs and pruning of trees in the compound, raking of fallen leaves and twigs. Compound is approximately 5 Acres	As per specification and scope of works		
1.2	De-silting of all drainage and water channels	As per specification and scope works		
1.3	Waste Disposal of vegetation, leaves, twigs, silt and debris, plastic bottles and bags as	As per specification and scope works		

	per N.E.M.A guidelines.			
2.0 Road Network				
2.1	Maintain the road network within the compound – sweep, clear of debris, desilt the drainage channels and dispose of the silt and debris.	As per specification and scope of cleaning works		
	SUB TOTAL in Kenya Shillings			
	16% VAT			
	TOTAL per Month inclusive of 16% VAT			
	TOTAL for ONE YEAR inclusive of 16% VAT			
	TOTAL for TWO YEARS inclusive of 16% VAT			

STAFF REQUIREMENTS

NO	STATION	NO OF STAFF	
1	NGONG STATION	Supervisor	1
		Staff Cleaners	5
Total			6

PART D: AS AND WHEN REQUIRED SUPPLIES AT NGONG POWER STATION

Area of Assignment	Description of Works (Scope of Work)	UNIT COST (KSHS.) Inclusive of 16% VAT
Supply of fiber glass flowerpot Small approx... 5 liters capacity	As per sample	
Supply of fiber glass flowerpot Medium approx... 10 liters capacity	As per sample	
Supply of fiber glass flowerpot Large – approx... 20 liters capacity	As per sample	
Assorted seedlings of garden and potable flowers (<i>Batch of Twenty Assorted Plants</i>)	As per specification	

SUMMARY OF CLUSTER/SCHEDULE I

No.	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	VAT	TOTAL COST PER YEAR

1	Part A: Garissa Decommissioned Power Station			
2.	Part C: Ngong Power Station			
	GRAND TOTAL FOR SCHEDULE I (One Year)			
	GRAND TOTAL FOR SCHEDULE I (Two Years)			

CLUSTER/SCHEDULE 2

PART A: KIPEVU POWER STATIONS-CLEANING AND GARBAGE COLLECTION

LOCATION

Kipevu Power Station is located about fifteen (15) kilometers West of Mombasa town along the Mombasa/Nairobi highway off Changamwe roundabout on the way to the port of Mombasa through Kipevu gate. The Changamwe roundabout Staff Quarters and the Staff Clinic are situated on the way to the station next to the Changamwe roundabout.

PART A: KIPEVU I - CLEANING OF OFFICES AND POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
KIPEVU I Diesel Plant				
I.0 Administration Block, Furniture & Fittings				
I.1	Ground floor offices (6).	As per specification and scope of cleaning works		
I.2	Banking Hall/ Cash Office.	As per specification and scope of cleaning works		
I.3	Canteen and Kitchen	As per specification and scope of cleaning works		
I.4	First floor offices (All)	As per specification and scope of cleaning works		
I.5	Toilets (Ground Floor Four (4) - 2 Gents & 2 Ladies) and two (2) urinals., 1 st Floor 5 Toilets (Executive Washroom 1 ,2 Gents, 2 Ladies and 2 urinals)	As per specification and scope of cleaning works		
I.6	Common washrooms behind the Administration block-washrooms (4), urinals (2) and bathrooms (3)	As per specification and scope of cleaning works		
I.7	Kitchenette (1)	As per specification and scope of cleaning works		
I.8	Security office, Guard House, and	As per specification		

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	Guard Office and One washroom.	and scope of cleaning works		
2.0 Workshop Block				
2.1	Workshop Area Common Washrooms with Four Toilets (4), 2 bathrooms, 2 hand washbasins and 2 urinals.	As per specification and scope of cleaning works		
2.2	Container Offices (3) (Workshop office, Auxiliary/ Boiler and Prayer Room).	As per specification and scope of cleaning works		
3.0 Incinerator /Radiator area				
3.1	<ul style="list-style-type: none"> • General cleaning of incinerator and radiator area • Cleaning of drains • Air intake filter vanes cleaning • Condensate water tank • HFO Transfer pump module • Domestic water pumps and piping • Holding pen for Chemical containers. 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per Nema requirements		
4.0 Transport Workshop				
4.1	Workshop	As per specification and scope of cleaning works		
5.0 Diesel Stores Block				
5.1	Office with stores shelves ground floor, mezzanine area, Stationary store, 3 washrooms and Delivery Office	As per specification and scope of cleaning works		
6.0 Roads and Car Park and Compound				
6.1	Car Park at Kipevu I Parking (3) and all roads within the station from Steam Plant Gate to junction of road KPA Gate I8 main Road.	Removal of oil stains by using grease remover/ Stripper which is approved by NEMA.		
Garbage Collections and Management				

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	All Areas within the Station			
7.0 Changamwe Roundabout Staff Quarters Schedule				
7.1	Cleaning of one old moissanite 9 houses in a Block of Flats once a month.	As per specification and scope of cleaning works		
8.0 Staff Clinic				
8.1	Maisonette with a laboratory and a VCT Center with one toilet, management, and disposal of medical waste	As per specification and scope of cleaning works		
9.0 Garbage Collections and Management				
9.1	All Areas within the staff quarters.	As per specification and scope of cleaning works		
SUB TOTAL in Kenya shillings				
16% VAT				
TOTAL per month inclusive of 16%VAT				
TOTAL for one (1) year inclusive of 16%VAT				
TOTAL for two (2) years inclusive of 16%VAT				

PART B: AS AND WHEN REQUIRED ITEMS FOR KIPEVU I

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	UNIT COST (KSHS.) Inclusive of 16% VAT
I	Deep Cleaning of Control Room and Generator Control Panel (GCP) Room	As per specification and scope of cleaning works	

2	Collection and Disposal of Hazardous waste. As a result of other machine or plant works with waste not normal	As per specification and scope of cleaning works	
3	Cleaning and disposal of waste at Diesel plant <ul style="list-style-type: none"> ✓ Run down Tank ✓ Expansion Tanks-6 ✓ Wastewater recovery Tank ✓ Rainwater underground Tank ✓ Treated water Tank Neutralization Tank	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.	14
4	Draining: <ul style="list-style-type: none"> • Station sludge Tank • used oil tank • Oil recovery tank <i>These are unplanned works that happens in case of pump slug pump failure and spillage during collection</i>	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.	15
5	Cleaning and Clearing of unusual Spillages within Compound *(Results from pumping failure or blockage) Fire and domestic water storage	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent	16
6	Cleaning and disposal of waste at Diesel plant <ul style="list-style-type: none"> ✓ Run down Tank ✓ Expansion Tanks-6 ✓ Wastewater recovery Tank ✓ Rainwater underground Tank ✓ Treated water Tank Neutralization Tank	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.	14
7	Supply and install hand towel dispenser (per unit)	As per specification	
8	Supply and install Soap dispensers (per unit)	As per specification	
9	Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	
10	Workshop Block Mechanical Workshop with open space with working benches and other equipment and one office	As per specification and scope of cleaning works	
11	Workshop Block Electrical workshop (office, motors and other equipment and work benches)	As per specification and scope of cleaning works	

12	Workshop Block Workshop Technician Office-1 washroom	As per specification and scope of cleaning works	
13	Workshop Block Laboratory with Work Benches, - with one hand basin.	As per specification and scope of cleaning works	
14.0 Engine Hall			
14.1	<ul style="list-style-type: none"> • Nozzle cooling water module • Lube oil cooler module • Air receivers • Lubricating oil centrifuge module • Wastewater drain tank • Waste oil drain tank • Ventilation filter frame/area • Rundown tank • Floor space 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per Nema requirements.	
15.0 Engine Room Proper			
15.1	<ul style="list-style-type: none"> • Lubricating oil centrifuge module • L.O Filters module • F.O feed module • Engines • Floor space 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per Nema requirements.	
16.0 Boiler Area			
16.1	<ul style="list-style-type: none"> • Floor space • Expansion tank • Boiler Control room • Boiler feed tanks 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per Nema requirements	
17.0 Diesel Powerhouse			
17.1	<ul style="list-style-type: none"> • Mess room • Control room & Relay Room. • Shift Engineer's Office • GCP Room and GCP Common Area. • Washrooms (4) • Urinal (2) 	As per specification and scope of cleaning works	
17.0 Utility Block/house			

17.1	<ul style="list-style-type: none"> • Ground floor and under ground floor • L.O unloading bay cleaning • HFO centrifuge module • HFO ring main module cleaning • Sludge centrifuge module • Oily water separator • Floor space • HFO Transfer pumps and filters • DFO ring main module • Cleaning of drains. 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.		
18.0 Tank Farm				
18.1	Kipevu, I Tank Farm Area with Tanks- six (6)	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements-twice per month.		

PART C: KIPEVU III - CLEANING OF OFFICES AND POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
I	KDP III Admin Block - Offices (6) Reception, Changing Room, 3 Washrooms, Mini conference Room, Mess, Admin Store, General Store, Contract Supervisors Office,	As per specification and scope of cleaning works		

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	Conference Room, Guard Room, Parking (3) and kitchen.			
2	Warehouse/ Store	As per specification and scope of cleaning works		
3	Workshop with Store, washrooms (2), changing Room (1) Tools Office (1), and Supplies Office(1), Mechanical & Electrical Container Offices (3).	As per specification and scope of cleaning works		
4	Kipevu III Tank Farm	As per specification and scope of cleaning works		
5	Cleaning and clearing of debris and oil spills in and around Kipevu III Tank Farm Area	As per specification and scope of cleaning works		
6	<p><u>Power Station</u></p> <ul style="list-style-type: none"> • Powerhouse • offices, • Control Room • Relay Room. • Battery Room • Shift Engineer's Office • Technical Services Team Office • Mechanical Team Office • Kitchen • Engine Room (Upper & Lower Deck) • GCP Room and GCP Common Area. • Washrooms & Urinals <p>Staircase from Administration Block to Powerhouse.</p>			
7	Removal and Disposal of Debris from Roof Tops And Gutters Every Three months i.e (Quarterly).			
8	Gutters Every Three months i.e (Quarterly).			
9	Industrial cleaning there by ridding			

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	oil spills and early detection of spill for quick preventive maintenance			
10	Waste Disposal including hazardous waste			
SUB TOTAL in Kenya shillings				
16% VAT				
TOTAL per month inclusive of 16%VAT				
TOTAL for one (1) year inclusive of 16%VAT				
TOTAL for two (2) years inclusive of 16%VAT				

PART D: AS AND WHEN REQUIRED ITEMS FOR KIPEVU III

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	UNIT COST (KSHS.) Inclusive of 16% VAT
1	Deep Cleaning of Control Room and Generator Control Panel (GCP) Room	As per specification and scope of cleaning works	
2	Collection and Disposal of Hazardous waste. As a result of other machine or plant works with waste not normal	As per specification and scope of cleaning works	
3	Cleaning and disposal of waste at Diesel plant <ul style="list-style-type: none"> ✓ Run down Tank ✓ Expansion Tanks-6 ✓ Wastewater recovery Tank ✓ Rainwater underground Tank ✓ Treated water Tank ✓ Neutralization Tank 	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.	

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	UNIT COST (KSHS.) Inclusive of 16% VAT
4	Draining: <ul style="list-style-type: none"> • Station sludge Tank • used oil tank • Oil recovery tank <i>These are unplanned works that happens in case of pump slug pump failure and spillage during collection</i>	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent and disposed as per NEMA requirements.	
5	Cleaning and Clearing of unusual Spillages within Compound *(Results from pumping failure or blockage) Fire and domestic water storage	As per specification and scope of cleaning works-oil spills with environmentally friendly detergent	
6	Supply and install hand towel dispenser (per unit)	As per specification	
7	Supply and install Soap dispensers (per unit)	As per specification	
8	Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	

PART E: STEAM PLANT - CLEANING OF OFFICES AND POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
1.0 Steam Plant Administration Block				
1.1	Offices -on the ground floor (2) and first floor (4) one ICT workshop, kitchen, Lactation Room and one washroom.	As per specification and scope of cleaning works		
1.2	Information Communication Technology -ICT(Kiosk)-offices (2) and computer Room (1)	As per specification and scope of cleaning works		
1.2.1	Electrical Workshop-offices, motors	As per specification		

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	and other equipment in the workshop and workbenches	and scope of cleaning works		
1.3	Laboratory Block-work benches in an open space, offices (2) kitchen(1),bathroom(1) washrooms (2) and one hand basin.	As per specification and scope of cleaning works		
1.4	Common toilets-four (3) and bathrooms-seven (7)	As per specification and scope of cleaning works		
1.5	Transport offices (2) washrooms (3) and bathroom (1), safety Engineer office and Electrical Technician office	As per specification and scope of cleaning works		
1.6	Mechanical Workshop-office (1) and workshop with workbenches.	As per specification and scope of cleaning works		
1.7	Bulk Store-Office and Stores with shelves-ground floor and first floor (Ground Floor 4 Technical Services Offices & Open area/hall).	As per specification and scope of cleaning works		
1.8	Stream Plant Training center-social hall, three offices on the ground floor and three washrooms, Conference Room in first floor with two rooms, four (4) washrooms, four bathrooms, two urinals. Outside cleaners room (1) and one kitchen	As per specification and scope of cleaning works		
2.0 Roads and Car Park and Compound				
2.1	Car Park Steam Plant (3) areas and all roads within the Steam Plant Area.	Removal of oil stains by using appropriate NEMA compliant detergents and grass on cabro and along the road.		
SUB TOTAL in Kenya shillings				
16% VAT				

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
TOTAL per month inclusive of 16%VAT				
TOTAL for one (1) year inclusive of 16%VAT				
TOTAL for two (2) years inclusive of 16%VAT				

SUMMARY OF CLUSTER/SCHEDULE 2

No.	PART	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	VAT	TOTAL COST PER YEAR
1	A	Kipevu I			
2	C	Kipevu III			
3	E	Steam Plant			
GRAND TOTAL FOR SCHEDULE I (One Year)					
GRAND TOTAL FOR SCHEDULE I (Two Years)					

CLUSTER/SCHEDULE 3

KIPEVU POWER STATIONS - KIPEVU I, III & STEAM PLANT

PART A: COMPOUNDDS, BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING

LOCATION

Kipevu Power Station is located about fifteen (15) kilometers West of Mombasa town along the Mombasa/Nairobi highway off Changamwe roundabout on the way to the port of Mombasa through Kipevu gate. The Changamwe roundabout Staff Quarters and the Staff Clinic are situated on the way to the station next to the Changamwe roundabout.

Kipevu Power Stations (Kipevu I, III & Steam Plant)

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
KIPEVU I Diesel Plant, Kipevu III Diesel Plant and Steamplant				
1	Clearing of the Grass to a height of 1.5 inch and clearing of Debris within Kipevu I, III Power Stations and Steam Plant common areas.	Clearing of the grass within the station to a height of approx..1.5 inches and collection of debris and waste material to disposal.		
2	Trimming of grass and bush along and / on the road from Steam Plant, Kipevu I power Station past Kipevu II & III to junction KPA gate 18 main Road	Cutting grass to a height of approx. 1.5 inches on the roadsides and use recommended weed killer on cabro Paving.		
3	Clearing of bush 6 metres from external boundary wall for Kipevu I, III, Steam Plant and Changamwe Staff Quarters on a monthly basis.	As per specifications.		
4	Cutting Grass and shrubs to 1.5 inches at Gas Turbine I & II compound and around	As per specification		

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
	Obiero park and KPLC Substation, and along the boundary wall with KPA.			
5	Clearing the bush 6 metres from external boundary wall for Steam Plant.	As per specification 6 meters from road shoulders on both sides		
6	Trimming of grass and bush within and along the road at Kipevu III Power Station and outside Warehouse Gate to the Road. To a height of 1.5 inches	As per specification		
7	Cleaning Compound area with Two flat with nine (9) units, the compound, and Two Masonite's-four units and Guard Room to a height of 1.5 inches	As per specification		
8	Trimming of grass and bush within and along the road at Kipevu III Power Station and outside Warehouse Gate to the Road to height of 1.5 inches.	As per specification		
9	Clearing the bush 6 metres from external boundary wall for Steam Plant.	As per specification 6 meters from road shoulders on both sides		
10	Cutting Grass and shrubs to 1.5 inches at Gas Turbine I & II and Old Workshop, Old Admin Block ICT Kiosk and Social hall compound.	As per specification		
11	Clearing of the Grass and Debris within the station and station common areas.	Clearing of the grass within the station payment to a height of approx. 1.5 inches and collection of debris and waste material to disposal.		
SUB TOTAL in Kenya shillings				

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
			16% VAT	
TOTAL per month inclusive of 16%VAT				
TOTAL for one (1) year inclusive of 16%VAT				
TOTAL for two (2) years inclusive of 16%VAT				

SUMMARY OF CLUSTER/SCHEDULE 3

No.	PART	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	VAT	TOTAL COST PER YEAR
I	A	Kipevu I Kipevu III Steam Plant			
	(One Year)	GRAND TOTAL FOR SCHEDULE I			
	(Two Years)	GRAND TOTAL FOR SCHEDULE I			

CLUSTER/SCHEDULE 4

I. PART A: TURKWEL – COMPOUNDS BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING.

Turkwel Power Station is located at Northwestern Kenya, on the border of West Pokot and Turkana Counties, 560kms from Nairobi, 160 kms from Kitale town and 23 Kms off Kapenguria-Lodwar road. The areas where the Tasks and Services will be provided are shown below:

3. Grass Cutting and Clearing of litters

Item	Area of Assignment	Description/Scope of Works	Cost Per Month (Kes.)	Cost per year (Kes.)
3.1.	Entire Staff Camp Compound marked by Perimeter. fence/wall; (10mts round there perimeter fence and behind) French Camp, school, Sogreah, new mess area, stores, workshop areas, CB Area and airstrip all the houses old/new, guest houses	As per gardens, compounds, bush clearing, and scope of works		

4. Clearing of Bush, Shrubs, overgrown vegetation, clear/unclogged drainage channels maintaining culverts.

4.1.	Airstrip runway at least 10mts on both sides of the runway;	As per gardens, compounds, bush clearing, and scope		
4.2.	Access Road 23kms from Junction (Kitale-Lodwar highway) to KenGen Gate. On both side of the road (10mts) 5mts each side	As per gardens, compounds, bush clearing, and scope of works		
4.3.	8kms access road between Control building and intake at the Dam; access to BVC	As per gardens, compounds, bush clearing, and scope of works		
4.5.	All road networks within the station.	As per gardens, compounds, bush clearing, and scope of works		

PART D – GARDENING

5. Supplying Planting with Manure, Watering and maintaining of Garden Flowers, Potted Flowers; Plants and Maintaining the neat flower to the standard

Item	Area of Assignment	Description/Scope of Works	Cost Per Month (Kshs)	Cost Per year (Kshs)
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5.1.	Around Staff houses; Staff Mess old and new; Control Building; Trees seedlings in the entire Staff Camp field; near control building and its environ; Provide Potted flower in entire premises and Power house.	As per As per gardens, compounds, bush clearing, and scope of works		
5.2	Around the lagoon area, septic tanks and sewerage line maintenance of grass and Gardens, trimming of edges	As per gardens, compounds, bush clearing, and scope of works		

ONE-OFF ASSIGNMENTS

PART E: - CLEAR ALL THE FALLEN AND DRY TREES & BRANCHES AND FALLEN ROCKS

Item	Area of Assignment	Description/S cope of Works	Cost Per Month (Kshs.)	Cost per year (Kshs.)
6.1	Within the Entire Staff Camp Compound, Company Premises and building Entire Staff Camp Compound marked by Perimeter. fence/wall; (10mts round the perimeter fence and behind) To the Access Road to the dam	As per gardens, compounds, bush clearing, and scope of works		
Totals before VAT				
16% VAT (Kes.)				
Total For one Month inclusive of 16% VAT (Kes.)				
Total for One (1) Year inclusive of 16% VAT (contract period)				
Grand Total for Two (2) Years inclusive of 16% VAT (Kes.)				

SUMMARY OF CLUSTER/SCHEDULE 4

No.	PART	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	VAT	TOTAL COST PER YEAR
I	A	Turkwel Compounds Bush Clearing			
GRAND TOTAL FOR SCHEDULE 4 (One Year)					
GRAND TOTAL FOR SCHEDULE 4 (Two Years)					

CLUSTER/SCHEDULE 5

PART A: GITARU POWER STATION - COMPOUNDS BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING.

LOCATION OF PREMISES

Gitaru Power Station is about 180KM away from Nairobi off Thika/Garissa Road and along Kangonde/Embu Road.

ITEM	Area of Assignment	Description of Works (Scope of Work)	COST PER MONTH (KSH)	TOTAL ANNUAL COST(KSH)
Entire power station compound				
1	Clearing the bushes and shrubs on both sides of the road (2 mtrs from road edge each side) from Matendeni Rd. junction to Gitaru Power Station, to Gathoge Market Approx.8km	As per gardens, compounds and bush clearing scope of works		
2	Senior staff camp compound and perimeter fence	As per gardens, compounds and bush clearing scope of works		
3	Junior staff camp compound and perimeter fence	As per gardens, compounds and bush clearing scope of works		
4	Police Camp compound and perimeter fence	As per gardens, compounds and bush clearing scope of works		
5	Central office compound and perimeter fence	As per gardens, compounds and bush clearing scope of works		
6	Gitaru dispensary	As per gardens, compounds and bush clearing scope of works		
7	Access roads to the station and within the staff camps	As per gardens, compounds and bush clearing scope of works		
8	Entire Seven Forks primary School compound and perimeter fence	As per gardens, compounds and bush clearing scope of works		
9	Dam areas (dam walls, rock fills, dam seepage ,all drainages along the dam)	As per gardens, compounds and bush clearing scope of works		
10	Water treatment plant compound	As per gardens, compounds and bush clearing scope of works		
11	Water bottling compound and perimeter fence(2mts)	As per gardens, compounds and bush clearing scope of works		
12	Road Network Access road to the access tunnel gate. All	As per gardens, compounds and bush clearing scope of works		

	access roads within the staff camps.			
13	Central Office Parking Area	As per gardens, compounds and bush clearing scope of works		
14	Waste management(Digging of dumping pits and burying the waste)	As per gardens, compounds and bush clearing scope of works		
15	Incinerator Compound	As per gardens, compounds and bush clearing scope of works		
16	Gitaru Tailrace Outlet	As per gardens, compounds and bush clearing scope of works		
17	Gitaru Sub Station	As per gardens, compounds and bush clearing scope of works		
18	Trimming of fences and marked trees at Staff Camps	As per gardens, compounds and bush clearing scope of works		
19	Car Park Area, Rain Gauge Compound & Arboretum	As per gardens, compounds and bush clearing scope of works		
20	Clearing all fallen and dry trees within staff and station compounds	As per gardens, compounds and bush clearing scope of works		
21	Tree nursery compound/area	As per gardens, compounds and bush clearing scope of works		
22	Area from the spillway wall to the substation and from spillway wall to Central office to the dispensary.	As per gardens, compounds and bush clearing scope of works		
23	Drainage System and culverts Covering Power Station and Staff Camps	As per gardens, compounds and bush clearing scope of works		
GARDENING: Planting of garden flowers and plants applying manure and maintaining them to the required standard				
1	Within the Central Office compound			
2	Within staff camps			
3	Within clinic compound			
4	Within Seven Forks Primary			
SUBTOTAL in Kenya Shillings				
16% VAT				
TOTAL for one (1) month inclusive of 16% VAT				
TOTAL for one (1) Year inclusive of 16% VAT (contract period)				
GRAND TOTAL for two (2) years inclusive of 16% VAT				

PART B: KINDARUMA POWER STATION- COMPOUNDS BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING.

LOCATION OF PREMISES

Kindaruma Power Station is about 180km away from Nairobi off Thika/Garissa Road and along Kangonde/Embu Road.

ITEM	Area of Assignment	Description of Works (Scope of Work)	COST PER MONTH (KSH)	TOTAL ANNUAL COST(KSH)
1	Power Station Compound & Garden and perimeter fence(2mts)	As per gardens, compounds and bush clearing scope of works		
2	Lower Camp Social hall & compound and perimeter fence (2mts)	As per gardens, compounds and bush clearing scope of works		
3	Entire Kenyatta Staff Camp and Compound and perimeter fence (2mts)	As per gardens, compounds and bush clearing scope of works		
4	Vienna Camp compound and perimeter fence(2mts)	As per gardens, compounds and bush clearing scope of works		
5	New Kindaruma Kitchenette compound	As per gardens, compounds and bush clearing scope of works		
6	Kindaruma - Kenyatta camp through to Lower camp, Power Station and spillway. All access roads within the staff camps	As per gardens, compounds and bush clearing scope of works		
7	Kindaruma junction to Kenyatta camp gate to Kindaruma power station(Approximately 14kms)	As per gardens, compounds and bush clearing scope of works		
8	All Guest houses compounds	As per gardens, compounds and bush clearing scope of works		
9	Dam areas (dam walls, rock fills, dam seepage ,all drainages along the dam)	As per gardens, compounds and bush clearing scope of works		
10	Swimming pool compound	As per gardens, compounds and bush clearing scope of works NOTE: Project ongoing invoicing for this will be done once KenGen hands		

		over the site to the Contractor		
I1	Waterline line from Kenyatta Camp to the dam 2meters wide	As per gardens, compounds and bush clearing scope of works		
I2	Clearing all fallen trees within the station and the camps/all areas	As per gardens, compounds and bush clearing scope of works		
I3	Trimming of fences and marked trees at Staff Camps	As per gardens, compounds and bush clearing scope of works		
GARDENING: Planting of garden flowers and plants applying manure and maintaining them to the required standard				
I4	Within the Guest houses	As per gardens, compounds and bush clearing scope of works		
I5	Within the entire Power Station compound	As per gardens, compounds and bush clearing scope of works		
I6	Within Kenyatta Camp	As per gardens, compounds and bush clearing scope of works		
I7	Within Vienna Camp	As per gardens, compounds and bush clearing scope of works		
I8	All Drainages & sewer system within the area	As per gardens, compounds and bush clearing scope of works		
I9	Culverts, manholes, Sewage & Drainage System	As per specification and scope of work		
SUBTOTAL in Kenya Shillings				
16% VAT				
TOTAL for one (1) month inclusive of 16% VAT				
TOTAL for one (1) Year inclusive of 16% VAT (contract period)				
GRAND TOTAL for two (2) years inclusive of 16% VAT				

PART C: KIAMBERE POWER STATION - COMPOUNDS BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING.

LOCATION OF PREMISES

Kiambere Power Station is about 220KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu road

ITEM	Area of Assignment	Description of Works (Scope of Work)	COST PER MONTH (KSH)	TOTAL ANNUAL COST(KSH)
1	Club Compound & Garden including the Makuti seating area	As per gardens, compounds, and bush clearing scope of works		
2	Senior Staff Camp Compound and perimeter fence(2mts)	As per gardens, compounds and bush clearing scope of works		
3	All Staff Houses Compound and perimeter fence(2mts)	As per gardens, compounds and bush clearing scope of works		
4	Penstock access	As per gardens, compounds and bush clearing scope of works		
5	Main staff camp and Kiambere club, Energo and Water Meyer junior camp. Access roads to the Water plant, Tailrace, Power house and Penstock Valve tunnels. All access roads within the mentioned areas.	As per gardens, compounds and bush clearing scope of works		
6	The Dam area :This includes main dam, saddle dam, spillway, emergency spillway, low level outlet, intake and seepage pump	As per gardens, compounds and bush clearing scope of works		
7	All access roads within the camp and to the dam areas	As per gardens, compounds and bush clearing scope of works		
8	Waste management(digging of dumping pits on agreed sites and burying the waste)	As per gardens, compounds and bush clearing scope of works		
9	Clearing all dead wood within station areas,camps and any other area within the scope)	As per gardens, compounds and bush clearing scope of works		
10	Trimming of fences and marked trees at Staff Camps	As per gardens, compounds and bush clearing scope of works		
11	Clearing of drainages and culverts in all areas: staff camps, station, along the dam area	As per gardens, compounds and bush clearing scope of works		
GARDENING: Planting of garden flowers and plants applying manure and maintaining them to the required standard				
13	All station compound, staff compound, Water treatment area and the Club			

SUBTOTAL in Kenya Shillings		
16% VAT		
TOTAL for one (1) month inclusive of 16% VAT		
TOTAL for one (1) Year inclusive of 16% VAT (contract period)		
GRAND TOTAL for two (2) years inclusive of 16% VAT		

PART D: NDULA POWER STATION

LOCATION OF PREMISES

Ndula Power Station is located off Thika Garisa Highway approximately 70 kms from Nairobi and 8 kms from Garissa Highway.

PART A :-CLEANING SERVICES & GARDENING

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
1.0 Power House				
1.1	Cleaning of the power house, and toilets-as & when required	As Per Specification and Scope Of Cleaning Works		
2.0 Guard sentries				
2.1	Guards Sentries (3 in No.) – as & when required	As per specification and scope of cleaning works		
3.0 Power House Compound				
3.1	From the lower part of the river bank up to the upper perimeter fence and between the access road, lower part of the river bank up to the upper perimeter fence and between the access road, the power house, along the penstock, river bank up to the dam edges, office block, between the access road, water treatment, up to the camp fence, and the penstock.	As Per Specification And Scope Of Cleaning Works		
4.0 Residential Staff Camp Compound				
4.1	within the camp, along the neighborhood perimeter fence and up to the dam	As Per Specification And Scope Of Cleaning Works		
5.0 Sewage System				
5.1	Sewer drains, culverts and manholes	As Per Specification And Scope Of Cleaning		

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.)	TOTAL ANNUAL COST (KSHS.)
		Works		
6.0 Garbage Collections and Management				
6.1	All Areas within the Station/area	As per specification and scope of cleaning works		
7.0 .Gardening				
Planting With Manure Of Flowers And Plants And Maintaining The Neat Flowers To The Standard Required				
7.1	Power House Compound,	As Per Specification And Scope Of Cleaning Works		
7.2	Office block	As Per Specification And Scope Of Cleaning Works		
7.3	Residential staff camp, Sentries and Ablution block	As Per Specification And Scope Of Cleaning Works		
	SUB TOTAL in Kenya Shillings			
	16% VAT			
	TOTAL per Month inclusive of 16% VAT			
	TOTAL for One(1) Year inclusive of 16% VAT (contract period)			
	GRAND TOTAL for Two(2) Years inclusive of 16% VAT			

PART B: AS AND WHEN REQUIRED ASSIGNMENTS

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)	TOTAL COST(KSH)PER ASSIGNMENT
1.0	Prune or Cut unwanted trees	As Per Specification And Scope Of Cleaning Works	
1.2	Clearing of domestic water reservoir tanks	As Per Specification And Scope Of Cleaning Works	
	16% VAT		
	TOTAL per one off supply inclusive of 16% VAT		

SUMMARY OF CLUSTER /SCHEDULE 5 - COMPOUNDS BUSH CLEARING, GARDENING, HEDGES AND LANDSCAPING.

No.	PART	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	16% VAT	TOTAL COST PER YEAR (Inclusive of 16% VAT)
1	A	Gitaru Power Station			
2	B	Kindaruma Power Station			
3	C	Kiambere Power Station			
4	D	Ndula Power Station			
		GRAND TOTAL FOR SCHEDULE 5 (One Year)			
		GRAND TOTAL FOR SCHEDULE 5 (Two Years)			

CLUSTER/SCHEDULE 6

PART A: GOGO POWER STATION - (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

LOCATION OF PREMISES

Gogo Power Station is located approximately 400Km South-West of Nairobi and about 35Kms from Migori Town and 25Kms Interior from Migori-Kisii Road. The areas where the Tasks and Services will be provided are shown below:-

The areas where the Tasks and Services will be provided are shown below: -

PART A: – CLEANING, WASHING, MOPPING & OTHER HYGIENE SERVICES				
I.0 Powerhouse, Offices, Meeting rooms, furniture, wooden, plastic, fabric, fittings & equipment				
Item	Area of Assignment	Description of Works (Scope of	Cost Per Month (Kes.)	Cost per year (Kes.)
I.1	<u>Staff Residential Camp and Compound</u> Main gate security guard room; domestic water treatment plant area; Surge tank area; Entire Compound; Toilet/Pit latrine – 5No; Club shade house; Car Park area; New Toilets (4No) and 2 bathrooms. Surge tank area; radio room, Entire Compound; Toilet/Pit	As per specification and scope of cleaning works		
I.2	<u>Guesthouse</u> All rooms i.e. sitting room; three bedrooms; kitchen. Corridor: Verandah; Toilet – 1No; Bathroom – 1No; Interior & Exterior walls; paved area (Slabs & concrete); drainage channels; Window louvers; and canteen.	As per specification and scope of cleaning works		
I.3	<u>Station Offices</u> Offices -3No; Store – 1No; Toilet – 2No; Bathroom – 1No; Interior & Exterior walls; Paved/Concrete Areas;	As per specification and scope of cleaning works		
I.4	<u>Powerhouse and Compound</u> Control Room; Loading bay area; Turbine floor; Switch gear room/floor; Generator floor; Drainage channels within and outside powerhouse; Turbine spiral casing; workshop area within powerh ouse ; Radio room; entire Compound; Standby Diesel generator area; oil cage, and working bench area.	As per specification and scope of cleaning works		
PART B: – OTHER SERVICES				
I.0Laundering of all the curtains/ window blinds				

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
1.1	Laundering of all the curtains/window blinds within Gogo including Office; Guesthouse;	As per specification and scope of cleaning works		

PART C: - GARBAGE COLLECTIONS AND MANAGEMENT

4.1	All Areas within Gogo power station; Office; Staff camp compound; Sentry guard room; Intake; Powerhouse compound & its environ; removing from designated temporary dumping site and transporting to appropriate approved/designated dumping area	As per specification and Scope of cleaning works		
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PART E: Removal and Disposal of Debris from Roof Tops and Gutters AS AND WHEN REQUIRED.

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
1.0	The entire Company Premises/ building	As per specification and scope of cleaning works		

2.0 Cleaning & Removing of Sludge In Dom. Water Treatment Plant And Storage Tank AS AND WHEN REQUIRED.

Item	Area of Assignment	Description of Works (Scope of	Cost Per Month (Kes.)	Cost per year (Kes.)
2.1	Water treatment plant, storage tank, Staff Quarters, storage tanks near radio room, guest house, and washroom tank.	As per specification and scope of cleaning works		
	Sub Total (Kes.)			
	16% VAT (Kes.)			
	Total per month inclusive of 16% VAT (Kes.)			
	Total for One (1) Year Inclusive of 16% VAT (Contract Period) (Kes.)			
	Grand Total for Two (2) Years Inclusive of 16% VAT (Kes.)			

PART B: AS AND WHEN REQUIRED SUPPLIES AT GOGO POWER STATION

AS AND WHEN REQUIRED SUPPLIES AT GOGO			
Area of Assignment	Description of Works (Scope of Work)	NO.	TOTAL COST (KSHS.) PER UNIT Inclusive of 16% VAT (Kes.)
Supply and install hand towel dispenser (per unit)	As per specification	Piece	
Supply and install Soap dispensers (per unit)	As per specification	Piece	
Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	Piece	
Supply and Install self/auto dispensing wall-mounted air fresheners (per unit)	As per specification	Piece	
Supply and Install lotion dispensing wall-mounted next to hand washing sink at toilets (per unit)	As per specification	Piece	
Desludging of the septic tanks	Cost Per 10 Ton. Trip	Trip	
Desludging of the septic tanks	Cost Per 20 Ton. Trip	Trip	
Disposal of used masks, oily rags, oil filters, metal chips and fluorescent tubes.	Cost Per 1 Ton. Pick-Up Trip	Trip	

PART C: SONDU MIRIU POWER STATION - (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

LOCATION OF PREMISES
SONDU MIRIU POWER STATION
 Sondu Miriu Power Station is located, 350kms from Nairobi, at Nyakach Constituency in Kisumu County, 60kms from Kisumu City on Kisumu-Kendu Bay Road. It is situated at Kolweny Village, 2 kms off Katito-Kindu Bay Road and approximately 25kms from Kendu Bay town.

PART A: – CLEANING, WASHING, MOPPING & OTHER HYGIENE SERVICES

1.0 Main Office Block Premises/Compound, Furniture & Fittings

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
1.1	Office Block building All Offices 29No. (Carpeted – 4No. & PVC tiles - 26No); Server Room; Reception Counter: Library; Registry; 3 Washrooms with Toilets – 7No. & 1	As per specification and scope of cleaning works		
1.2	Office Block Compound Car Parking areas; Domestic water treatment plant; Main gate Sentry guard room; Entire Compound; Flower beds; Tree seedlings;	As per specification and scope of cleaning works		
1.3	Furniture & fittings All assorted furniture & fittings within the office block i.e. Chairs (Leather/fabrics); Tables; Cabinets; Photocopiers; Air-conditioners; Shredders; Telephone handsets; Computers;	As per specification and scope of cleaning works		

2.0 Sondu Powerhouse, Workshop, Stores, Furniture/Fittings, Premises and Compound

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
2.1	Powerhouse Offices Station Engineer & Secretary Offices; Kitchenette – 1No.; Control & Communication Room; Reception counter; Washroom – 6No.; Conference Room; furniture & Fittings, all parking areas,	As per specification and scope of cleaning works		
2.2	Powerhouse Generator & Turbine Floor Turbine floor; Turbine Covers; Turbine grated floor. Switch Gear Rooms; and Battery room Areas; Seal Pit Areas (Drainage pit); Main Inlet Valve floor (MIV); Cable trays; Air-conditioner room & Vents; drainage channels; Loading bay; Reception counter;	As per specification and scope of cleaning works		

2.3	<u>Powerhouse Changing Rooms</u> Gents Toilets- 2No; Urinals-2No; Bathroom -2No; WBH-1No; Locker room and changing room Ladies Toilet-1No; Bathroom 1No; WHB 1No; Locker room. Toilet 1.No. WBH- 1No(for PDP)	As per specification and scope of cleaning works		
2.4	<u>Powerhouse Compound & Stores</u> All Paved Areas (Slabs and Pavements); Road Kerbs. Drainage channels outside Powerhouse; Stores (materials, spares, & stationery) – 4No; pump house; , irrigation Valve room; Diesel generator room; Oil room; Washrooms/Toilets – 4No.; Sentry Guard rooms (main/Sang’oro Rd) – 2No.; Maintenance	As per specification and scope of cleaning works		
2.5	<u>Furniture & fittings</u> All assorted furniture & fittings within the Powerhouse and Stores i.e. Chairs (Leather/fabrics); Tables; Cabinets; Photocopiers; Air-conditioners;	As per specification and scope of cleaning works		

3.0 TRANSPORT YARD OFFICES/MOTOR VEHICLE WORKSHOP AND COMPOUND

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
3.1	<u>Transport Office block</u> Offices - 6No.; Kitchenette – 1No.; Washroom/Toilets - 3No.; Stores – 3No; Interior & Exterior Walls & floors; Paved & Concrete slab areas;	As per specification and scope of cleaning works		
3.2	<u>Moto Vehicle Workshop</u> Offices- 1No.; Washroom/Toilets - 2No.; Interior & Exterior Walls; Paved areas (Concrete & Slabs); Service Bay; Interior wall (Concrete/wall tiles); Workshop floor; drainage pits; Workshop Store; Oil storage room;	As per specification and scope of cleaning works		
3.3	<u>Transport yard/Compound</u> Entrance Sentry guard room – 1No.; Perimeter fence; Flower beds; Car park; Drainage channels;	As per specification and scope of cleaning works		
3.4	<u>Furniture & fittings</u> All assorted furniture & fittings within offices & Workshop, i.e. Chairs (Leather/fabrics) Tables; Cabinets; Photocopiers; Air-conditioners;	As per specification and scope of cleaning works		

4.0 Staff/Base Camp Premises, Clubhouse and Compounds

4.1	<u>Admin. Office Block (Near Main Gate) and Tree Nursery</u> All Offices; maintenance Gym/Aerobics rooms; Lab equipment house; Toilets (External and guard room) - 4No.; Shower rooms (external);All Paved Areas (Slabs and Pavements); Drainage channels; gate Sentry guard rooms, toilets(2No) at tree Nursery.	As per specification and scope of cleaning works		
4.2	<u>Staff Medical Clinic</u> Reception counter; Medical examination/ Observation room: Drug store; Toilets - 3No.; Paved/Slab Areas; Drains within/around Clinic; Car Park area; Interior/exterior walls;	As per specification and scope of cleaning works		
4.3	<u>ECD Resource (library) Centre and Candy Shop</u> Reception and all rooms - 5 No.; Toilets - 2No.; Drains within/around ECD & Candy shop; ECD, library Compound; All paved/concrete areas; interior & exterior walls;	As per specification and scope of cleaning works		
4.4	<u>Medical Laboratory</u> Laboratory area, Lab store, Kitchen , washroom (3No) and Urinals(2No) and the entire compound	As per specification and scope of cleaning works		
4.5	<u>Social Hall</u> Main hall; Stores –4No.; Toilets - 4No.; Urinals – 2No; Interior/ Exterior walls; Paved area; Social hall Car park	As per specification and scope of cleaning works		
4.6	<u>(No.1)New Washroom near the football field</u> Toilets (4No 2 ladies 2 gents) and the entire compound	As per specification and scope of cleaning works		
4.7	<u>Club House, Shades and Club Store</u> Reception area; Visitors room; Restaurant; Kitchen; Bar Counter; Verandah/Balcony; Toilets - 6 No.; Bathroom - 1 No.; Pavement & Concrete slabs around Clubhouse; Garden (external) shades – 5No;	As per specification and scope of cleaning works		
4.8	<u>Laundry (2 No) Old and new, Linen and Changing house</u> All rooms/Reception area; Toilets - 4 No.; Bathrooms – 6 No.; Drainage channels; Pavement & Concrete slabs and the unit compound around Linen house;	As per specification and scope of cleaning works		
4.9	<u>Swimming Pool and Squash Room</u> Swimming pool changing room; Pump house; Toilets - 3No.; Bathrooms - 4No.; Pavement/Concrete & Terrazzo; s/pool yard and Squash room	As per specification and scope of cleaning works		

4.10	Guesthouses Three-bedroom units- 3No and Single units – 4No.; All sitting and Bedroom; Kitchens and Utensils; All toilets & Bathrooms combine – 10No; Toilets only – 3No; Drainage channels; All paved areas; Car parks Perimeter fence in the three units;	As per specification and scope of cleaning works		
4.11	Clubhouse Foodstuff Stores All Offices - 3No. ; cold room; food store; Toilets - 2no.; Compound; Road Kerbs; Drainage channels; Interior & Exterior walls; floors;	As per specification and scope of cleaning works		

5.0 Sondu Miriu Intake/Dam (17 Kms from Sondu Power Station)

5.1	Operator/Control room Control/Panel room; Kitchenette/TV room; Toilets –2No. plus external washroom (No 4), Interior & Exterior wall; Intake Control room house	As per specification and scope of cleaning works		
5.2	Intake Entire Compound Sentry guard room at gate; Toilet – 3No; Paved/concrete areas; Road Kerbs; Drainage systems; Entire Compound; Flower beds;	As per specification and scope of cleaning works		

PART B: – OTHER SERVICES

1.0 Laundering of all the curtains/ window blinds

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
1.1	Offices, powerhouse Sondu, Sondu changing room Club Manager Office, workshops, Base Camp Clinic, Social Hall the Club House, Guesthouses 3 type A houses and 4 rooms Bachelor house and Kindergarten, New laboratory, and the laundry room	As per specification and scope of cleaning works		

PART C: - GARBAGE COLLECTIONS AND MANAGEMENT

Item	Area of Assignment	Description of Works (Scope of Work)	Cost Per Month (Kes.)	Cost per year (Kes.)
1.1	Office Block building & Compound; Powerhouse & Compound; Transport yard/MV Workshop; Entire Base Camp; Clubhouse; Staff housing units; Dump site – removing from designated temporary dumping site and transporting to appropriate approved/designated dumping area	As per specification and scope of cleaning works		
1.2	Intake/Dam entire compound/Control room; intake including Staff Quarters;			

16% VAT

Total per one(1)month inclusive of 16% VAT

Total for One(1) Year Inclusive of 16% VAT (Contract Period)		
Grand Total for Two (2) Years Inclusive of 16% VAT		

PART D: AS AND WHEN REQUIRED – SONDU MIRIU POWER STATION

Area of Assignment	Description of Works (Scope of Work)	NO.	TOTAL COST (KSHS.) PER UNIT Inclusive of 16% VAT (Kes.)
Supply and install hand towel dispenser (per unit)	As per specification	Piece	
Supply and install Soap dispensers (per unit)	As per specification	Piece	
Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	Piece	
Supply and Install self /auto dispensing wall- mounted air fresheners (per unit)	As per specification	Piece	
Supply and Install Sterilizer Dispenser unit wall- mounted at entrance (per unit)	As per specification	Piece	
Supply and Install lotion dispensing wall- mounted next to hand washing sink at toilets (per unit)	As per specification	Piece	
All Company Premises i.e. Office block area. powerhouse compound; Transport yard; Base camp area; and intake	As per specification and scope of cleaning works		
CLEANING & REMOVING OF SLUDGE IN DOM. WATER TREATMENT PLANT AND STORAGE TANK Sondu Office block large tanks; Sondu Base camp – 2No; Intake/Dam Storage tank; Staff	As per specification and scope of cleaning works		
CLEANING & REMOVING OF SLUDGE IN DOM. WATER TREATMENT PLANT AND STORAGE TANK Cleaning of staff houses reservoir water tanks (cost per tank)	As per specification and scope of cleaning works		
Desludging of the septic tanks	Per 10 Ton. Trip	Trip	
Biomedical wastes from clinic, used masks, oily rags, oil filters and metal chips, (Fluorescent tubes)	Per 1 Ton. Pick-Up Trip	Trip	

PART E: SANG’ORO POWER STATION - (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

LOCATION OF PREMISES

Sang’oro Power Station is located, 350kms from Nairobi, at Nyakach Constituency in Kisumu County, 66kms from Kisumu City on Kisumu-Kendu Bay Road and 6kms from Sondu Miriu power station. It is situated near at Kongou Village, 3 kms off Katito-Kindu Bay Road and approximately 20kms from Kendu Bay town. The areas where the Tasks and Services will be provided are shown below: -

PART A: – CLEANING, WASHING, MOPPING & OTHER HYGIENE SERVICES				
1.0 Sang’oro powerhouse, Compound, Head tank, Roads, Pavements & Slabs				
Item	Area of Assignment	Description of Works (Scope of	Cost Per Month (Kes.)	Cost per year (Kes.)
1.1	<u>Offices/Reception</u> Reception counter; Communication room; Control room. Conference room; Washroom/Toilets – 2No.; Waiting room; kitchenette; Floor tiles; Interior & Exterior walls; Stairways; floor & wall; power house washroom 2No.; Furniture & Fittings;	As per specification and scope of cleaning works		
1.2	<u>Turbine Floor</u> Turbine floor; Turbine Covers; Turbine grating floor; Turbine halls; Switch gear and Battery rooms; Turbine area checkered plate; Cable trays, Air conditioner room	As per specification and scope of cleaning works		
1.3	<u>Generator Floor</u> Switch room; Sump Pit and lower roof area; Battery room/ Areas; Gear Rooms and Seal Pit areas; Air Conditioner (AC) unit area;	As per specification and scope of cleaning works		
1.4	<u>Control room</u> Controllers desk; Conference room; Communication room; Offices; Control room floor Carpet; interior walls & windows; Furniture & fittings;	As per specification and scope of cleaning works		
1.5	<u>Power house Compound</u> , parking Area, main gate Sentry guard room; exit gate to Sang’oro; Spillway area; Diesel generator house; Stores – 1No; Paved/concrete areas; Road Kerbs; Drainage systems; Entire Compound; Flower beds;	As per specification and scope of cleaning works		
PART B: – OTHER SERVICES				
1.0 Laundering of all the curtains/ window blinds				
Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year

1.1	Laundrying of all the curtains/ window blinds within Sang'oro power house.	As per specification and scope of cleaning works		
1.2	Garbage Collections and Management All Areas within Sangoro power station; Office; compound and its environ; including removing from designated temporary dumping site and transporting to appropriate approved/designated dumping area.	As per specification and scope of cleaning works		
Sub Total in (Kes.)				
16% VAT (Kes.)				
Total per Month inclusive of 16% VAT (Kes.)				
Total for One (1) Year inclusive of 16% VAT (contract period) (Kes.)				
Grand Total for Two (2) Years Inclusive of 16% VAT (Kes.)				

PART F: AS AND WHEN REQUIRED SUPPLIES AT SANGORO

Area of Assignment	Description of Works (Scope of Work)	NO.	TOTAL COST (KSHS.) PER UNIT Inclusive of 16% VAT (Kes.)
Supply and install hand towel dispenser (per unit)	As per specification	Piece	
Supply and install Soap dispensers (per unit)	As per specification	Piece	
Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	Piece	
Supply and Install auto dispensing wall- mounted air fresheners (per unit)	As per specification	Piece	
Supply and Install lotion dispensing wall-mounted next to hand washing sink at toilets (per unit)	As per specification	Piece	
Desludging of the septic tanks	Per 10 Ton. Trip	Trip	
used masks, oily rags, oil filters and metal chips, (Fluorescent tubes)	Per 1 Ton. Pick-Up Trip	Trip	
Cleaning & Removing of Sludge In Domestic Water Treatment Plant and Storage Tank	As per specification	Item	

Removal and Disposal of Debris from Roof Tops and Gutters Within the Company Premises/building i.e. Power house /Environ; Outlet channel slopes; along Perimeter fence; Spillway;	As per specification	Item	
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PART G: MUHORONI POWER STATION - (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

LOCATION OF PREMISES

Muhoroni Gas Turbine plant is located approximately 300kms West of Nairobi near Muhoroni, Junction and 30km from Kericho town along the Kericho - Kisumu highway.

The areas where the Tasks and Services will be provided are shown below: - 3.

CLEANING, WASHING, MOPPING & OTHER HYGIENE SERVICES				
I.0 Muhoroni Offices & Compounds				
Item	Area of Assignment	Description of Works (Scope of Work)	Cost Per Month (Kes.)	Cost per year (Kes.)
I.1	GT1 Office- (1 No); Kitchenette; Toilets (3No), bathroom (3No) Urinal; Shower; Guard house. GT2 Offices- (3No); Toilets (3No);Guard house; Outside Toilet (1No) store and car park.	As per specification and scope of cleaning works		
I.2	Control rooms(2 No)	As per specification and scope of cleaning works		
I.3	Battery room 2No	As per specification and scope of cleaning works		
I.4	Switch gear room 2No	As per specification and scope of cleaning works		
I.5	Muhoroni store	As per specification and scope of cleaning works		
I.6	All Furniture, fittings & Equipment	As per specification and scope of cleaning works		
PART B: – OTHER SERVICES				
I.0 Laundering of all the curtains/ window blinds				
Item	Area of Assignment	Description of Works (Scope of	Cost Per Month (Kes.)	Cost per year
I.1	Laundering of all the window blinds	As per specification and scope of cleaning		
PAR T C: - GARBAGE COLLECTION AND MANAGEMENT				
I.1	All Areas within Muhoroni G1 and 2; including removing from designated temporary dumping site and transporting to appropriate approved/designated dumping site.	As per specification and		
Sub Total in (Kes.)				

16% VAT (Kes.)		
Total per Month inclusive of 16% VAT (Kes.)		
Total for One (1) Year inclusive of 16% VAT (contract period) (Kes.)		
Grand Total for Two (2) Years Inclusive of 16% VAT (Kes.)		

PART H: AS AND WHEN REQUIRED SUPPLIES AT MUHORONI

Area of Assignment	Description of Works (Scope of Work)	NO.	TOTAL COST (KSHS.) PER UNIT Inclusive of 16% VAT (Kes.)
Supply and install hand towel dispenser (per unit)	As per specification	Piece	
Supply and install Soap dispensers (per unit)	As per specification	Piece	
Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	Piece	
Supply and Install self/auto dispensing wall- mounted air fresheners(per unit)	As per specification	Piece	
Supply and Install lotion dispensing wall-mounted next to hand washing sink at toilets (per unit)	As per specification	Piece	
Desludging of the septic tanks	Per 10 Ton. Trip	Trip	
Used masks, oily rags, oil filters and metal chips, (Fluorescent tubes)	Per 1 Ton. Pick-Up Trip	Trip	

PART I: SOSIANI POWER STATION - (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

LOCATION OF PREMISES

Sosiani Power Station is located, 340kms from Nairobi, at Kaptinga Village in Uasin Gishu County, 24kms from Eldoret town and 10kms off Eldoret-Webuye road.

The areas where the Tasks and Services will be provided are shown below: -

CLEANING, WASHING, MOPPING & OTHER HYGIENE SERVICES AS AND WHEN

I.0 Sosiani Powerhouse, Staff Camp Compound including gate Sentry guard room

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
1.1	<u>Staff Quarters and Main gate AS AND WHEN REQUIRED</u> Main gate sentry guard room; Staff Quarters area; 2blocks houses, Single rooms – 6No; interior & Exterior walls; paved/slab areas Staff quarters toilets - 2No and Pit latrine - 2No;; Water Canal/weir, Head pond and Dam areas; intake area and along the Penstock; Water tank (Two tank) collection area; Parking Area; makeshift , Washrooms/Toilets - 4 No; Septic	As per specification and scope of cleaning works		
1.2	<u>Powerhouse AS AND WHEN REQUIRED</u> Turbine covers; Turbine grating floor; Switch gear panel/floor. Open-head race channel. Station Office & Kitchen; paved/slab areas. outside powerhouse; Substation area; Tailrace area.	As per specification and scope of cleaning works		

PART C: - GARBAGE COLLECTIONS AND MANAGEMENT AS and When

Item	Area of Assignment	Description of Works	Cost Per Month	Cost per year
3.1	All Areas within Sosiani power station; Office; Staff camp compound; Sentry guard room; Intake; Powerhouse compound and its environ; including removing from designated temporary dumping site and transporting to appropriate approved/designated dumping area.	As per specification and scope of cleaning works		
1.2	Within Sosiani Company Premises/building and Power house	As per specification and scope of cleaning works		

	Sub Total in (Kes.)		
	16% VAT (Kes.)		
	Total per Month inclusive of 16% VAT (Kes.)		
	Total for One (1) Year inclusive of 16% VAT (contract period) (Kes.)		
	Grand Total for Two (2) Years Inclusive of 16% VAT (Kes.)		

PART J: AS AND WHEN REQUIRED SOSIANI POWER STATION

AS AND WHEN REQUIRED SUPPLIES AT SOSIANI			
Area of Assignment	Description of Works (Scope of Work)	NO.	TOTAL COST (KSHS.) PER UNIT Inclusive of 16% VAT (Kes.)
Supply and install hand towel dispenser (per unit)	As per specification	Piece	
Supply and install Soap dispensers (per unit)	As per specification	Piece	
Supply and Install Jumbo size tissue dispensers in the toilets (per unit)	As per specification	Piece	
Supply and Install Self /auto dispensing wall-mounted air fresheners (per unit)	As per specification	Piece	
Removal and Disposal of Debris from Roof Tops and Gutters	As per specification	Item	
Desludging of the septic tank	Per 10 Ton. Trip	Trip	

SUMMARY OF CLUSTER /SCHEDULE 6 – (CLEANING OF OFFICES, POWER STATIONS, RELATED PREMISES AND GARBAGE MANAGEMENT)

No.	PART	KENGEN STATIONS/PREMISES	SUMMARY COST PER YEAR	16% VAT	TOTAL COST PER YEAR (Inclusive of 16% VAT)
1	A	Gogo Power Station			
2	C	Sondu Power Station			
3	E	Sangoro Power Station			
4	G	Muhoroni Power Station			
5	I	Sosiani Power Station			
		GRAND TOTAL FOR SCHEDULE 6 (One Year)			
		GRAND TOTAL FOR SCHEDULE 6 (Two Years)			

1. METHOD STATEMENT

INSTRUCTIONS

The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

QUARTERLY MANAGEMENT MEETINGS

A Contract Top Management meeting shall be held quarterly and attended by the Employer's Representative and the Contractors' Top Management. Its business shall be to evaluate periodic performance of the Work. The Employer's Representative shall record the business of Management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the Top Management meeting or after the Management meeting and stated in writing to all who attend the meeting.

An informal meeting between the Supervisor of the contract and KenGen representative shall be held when deemed necessary. Any results from this meeting shall be reflected on the monthly evaluation and performance assessment as per clause 7.

Communication between parties shall be effective **ONLY** when in writing.

DURATION OF CONTRACT (GCC)

- a) This Agreement shall unless extended or terminated by both parties terminate at the end of **two (2) years** from the commencement date.

PERFORMANCE APPRAISAL

On a monthly basis the Employer's Representative(s) and the Contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of performance evaluation during and at the end of the probation period as well as monthly payment assessment, subsequent deliberations and/or action as stipulated in clause 8 & 9. The performance evaluation form is attached in appendix II. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.

A proof of monthly payroll remittance to a bank should be submitted by 5th of every month. This will be a requirement for paying of subsequent invoices.

NON PERFORMANCE PENALTY

In the event that the Contractor does not administer the contract in whole or in part, KenGen **shall** procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor **SHALL** be liable to KenGen for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor. Further, the contractor shall pay penalty equivalent to the value quoted/priced for the unattended unit to KenGen being compensation of the inconveniences caused. Non-performance shall also include: -

- a) Failure by the contractor to manage their affairs hence occasioning their staff to result to industrial action.

- b) Where the contractor fails to comply with the minimum wage as prescribed by the Ministry of Labour from time to time.
- c) Failure by the contractor to provide protective clothing to their staff as prescribed.
- d) Failure by the contractor to perform services of acceptable standards set by KenGen.

TERMINATION

KenGen may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if: -

(a) By Breach of Contract

- (i) The Contractor frequently fails to provide services of acceptable standards set by KenGen in the performance of this Agreement and,
- (ii) The Contractor fails to perform any other obligation under this Agreement.

(b) By Agreement

Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;

On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.

(c) By Insolvency

Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.

(d) By Bankruptcy

Either party may at any time terminate the contract by giving written notice to the other party in Case of bankruptcy

CONFIDENTIALITY

The Contractor, its staff and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KenGen.

ASSIGNMENT

The Contractor shall not assign or sub-contract any of its rights under this Agreement

SUB-CONTRACT

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

PAYMENT TERMS (GCC 8)

Kenya Electricity Generating Company's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

PROVISION AND STANDARD OF SERVICE

- (a) The Contractor shall provide services of acceptable standards as set by KenGen in the

performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KenGen;

- (b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KenGen.
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Contractor shall immediately and without any delay notify KenGen in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KenGen shall evaluate the condition and may, at its sole discretion, waive the Contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.
- (d) The Contractor shall provide a **work plan** which will form part of evaluation. The work plan will contain the following details:
 - i. Number of staff to be deployed in each specific areas of service as provided in the Bill of Quantities i.e. deployment of staff on daily, weekly and monthly basis. This shall include their intended wage rates, which shall be in accordance with the labor law.
 - ii. Safe use training and hospitality Schedule
 - iii. A Supervisor daily checklist.
 - iv. Equipment, Vehicles, Tools and Machines to be used to achieve intended purpose in all areas.
 - v. Emergency or contingency measures in terms of staffing for any eventuality.
 - vi. Type of chemicals, consumables and detergents to be used subject to KenGen representative approval in the respective site.
 - vii. Samples of approved chemicals, consumables and detergents to be in the custody of KenGen representative for records and future reference.
 - viii. Cleaning, Garbage Collection Gardening and schedules.
 - ix. Method of disposal of various wastes as per specified in the technical Requirements and NEMA Regulations.

STAFF QUALIFICATIONS

- 1. Manager:
 - a. Must hold a minimum Diploma in housekeeping, hospitality, management or an equivalent course.
 - b. Must have One (1) year relevant experience
 - c. Training in First Aid and/or Fire Marshals

Note: Applicable to areas that require a Manager

- 2. Supervisor:
 - a. Must hold a minimum Certificate level in housekeeping, hospitality, management or an equivalent course.
 - b. Must have at least six (6) Months relevant experience.
 - c. Training in First Aid and/or Fire Marshals

Note: Applicable to areas that require a Supervisor

The Contractor shall undertake basic training of his staff on housekeeping, heights, Environmental Management, Occupational Safety and Health, Fire Fighting, First Aid, Handling of hazardous Chemicals and any other relevant training as prescribed by existing laws once contracted. It is a requirement that every site with 20 workers one must be a first aider and a fire Marshall.

KenGen shall verify these qualifications and those without these qualifications **shall** not be allowed to site or commence work.

STAFF IDENTIFICATION AND PROTECTIVE WEAR

The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. PPE also to include attire for working on heights. The brand name/label **MUST** be conspicuously displayed on the uniforms for easy identification. Branded T-shirts is optional for weekend dress down.

The Contractor shall provide to KenGen a list of staff, copies of their National Identity Cards and Certificates of Good Conduct for each staff. Where there are changes in staffing KenGen should be notified in writing prior to deployment of the new staff. New staff shall provide the copies of requisite documents before deployment.

PERFORMANCE SECURITY

The Contractor shall within fifteen (15) days from the date of executing this Agreement furnish KenGen with a Performance security whose value shall be equivalent to **one per cent (1%) of the Annual Contract Value**. The performance security will have a one year value, renewable three months before the expiry for another one year.

INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

The Contractor shall not;

Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

PROBATION PERIOD

The Contractor shall provide the services to KenGen on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation by KenGen's authorized representative thereof, the Agreement may be confirmed or terminated in writing at the discretion of KenGen as stipulated in clause 6, 7, 8 and 9. The minimum performance score mark shall be 70% based on joint weekly evaluations by the employer and contractors representatives.

NOTICE ADDRESSES

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

TENDER PRICES (GCC 9)

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

INDEMNITY

The Contractor shall indemnify and keep indemnified KenGen, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its servants whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KenGen, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Contractor its servants or agents.

CLAIMS

Notice of all claims by KenGen in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

INSURANCE

The Contractor shall insure its servants engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of KenGen, its servants or agents. The Contractor will indemnify KenGen against all actions, claims and demands in respect of such injury.

The Contractor shall be required by KenGen to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

LIQUIDATED DAMAGES

If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KenGen shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum education of 10% of the unperformed services. After this KenGen may consider termination of the contract.

CONDITIONS TO BE MET PRIOR TAKING OVER SITE AND COMMENCEMENT OF SERVICE

In the event any of the following permits or licences will have expired at the time of award, the contractor shall within fourteen (14) days upon Acceptance of the Award of the contract and before commencement date avail the following:-

- i. Professional Indemnity Insurance Cover
- ii. Workers Injuries Benefit Policy
- iii. Contractor's own Environmental Safety and Health Policy
- iv. NEMA Certificates for relevant area of service for garbage management. If garbage management is outsourced, please provide the duly signed agreement and NEMA License for the Contractor. Please note the NEMA Licensed vehicle should match with the one in Agreement as well as the one in use. Note certificates should be sought from the local authorities from the different areas of operation other than

- Nairobi.
- v. County license/permit to transport and dispose of waste.
 - vi. Staff Certificates of Good Conduct.
 - vii. Work Plan and Methodology.
 - viii. List and samples of Chemicals, Detergents and other consumables and their description to be used subject to approval by KenGen representative in respective areas.
 - ix. Copies of log-books for vehicles assigned to given areas of operation if any.
 - x. Certified copies of CVs, certificates Good Conduct and academic qualifications of the Supervisors and Managers for the contract.
 - xi. Valid Single Business Permit

SERVICE LEVEL REQUIREMENT

IT IS EXPECTED THAT AFTER COMPLETION OF TASK:-

- a) All surfaces shall be free from litter, debris, dust and any foreign matter.
- b) All surfaces shall have a uniform appearance, shiny, dry, and free from spillages, removable stains, superficial marks and loose debris.
- c) The surfaces shall be dry and free from stubborn stains, spillages, ingrained dirt, scuffmarks, and debris and have a uniform appearance.
- d) All mats and carpeted surfaces shall be clean, dry and free from litter, dust, stains/marks and any foreign matter.
- e) The surface shall be free from visible loose debris, dust and cobwebs.
- f) Damp wipe/spot wash the surface shall be free from debris, dust, cobwebs and stubborn stains.
- g) Wiping and washing fixtures and fittings shall be shiny, free from debris, dust and cobwebs and removable stains/marks, have a uniform appearance and be dry.
- h) Polishing, the surfaces shall be dry and free from stubborn stains/marks, spillage, debris and shall have a bright even sheen.
- i) Damp wiping and washing all sanitary fittings surface shall be free from debris, dust removable stains/marks, oils, fluids and dry odour free and shall have a uniform appearance.
- j) Drainages shall be free of silt, debris, blockages, algae, bad odour, stagnant water, rodents and vermin.
- k) The Compounds shall be a litter free zone.
- l) The uprooted weeds, cut grass, shrubs and fallen leaves shall be buried at the base of trees or designated area.
- m) Louvers, windows and window panes and grills shall be free of dust and stains/marks.
- n) Floor corners, door frames, socket covers, walls, rails, skirting, shall be free from debris, dust, cobwebs and stubborn stains/marks.
- o) Waste/paper baskets and shredders shall be empty and clean.
- p) Dustbins shall be empty, clean and lined with fresh clean bags.
- q) Cleaning all washrooms shall be dry, clean, free of foul smell, stainless, dust free
- r) Cleaning toilet bowls, toilet seats, toilet covers, sinks, flush handles, door handles, hand driers, tissue/soap dispensers, dustbins, partitions and walls shall be clean, dry and free from debris, dust and stains/marks.
- s) Roads, parking lots and walkways shall be free of debris, litter, oil spills, soil and mud.
- t) Sports areas shall be free from dust, dry, stains, dirt, debris, cobwebs, oil and vapour stains/marks.
- u) There shall be no breakages and/or damages to the company assets and in the event of any breakages/damages, the Contractor shall be surcharged.
- v) Cleaning curtains and blinds shall be clean, dry and free from creases.
- w) Cleaning, wiping and polishing all furniture the surface shall have a clean, dry, shiny uniform appearance, free from dust and stains/marks.
- x) All electrical appliances, electronics and cables shall be clean, dry and free from dust and stains/marks.
- y) Telephone sets shall be disinfected, clean, dry and free from dust, stains/marks.
- z) All documents/files shall be free from dust.
- aa) Water Treatment Plants and Tanks shall be free from silt, debris, residue, discolorations and stains/marks.
- bb) The door hinges shall be well greased.
- cc) Material Safety Data Sheet must be provided.

KenGen Representatives

Name: _____

Sign: _____

Official

Stamp _____

Date: _____

Contractor Representatives

Name: _____

Sign: _____

Official

Stamp _____

Date: _____

SAMPLE OF PERFORMANCE EVALUATION FORM FOR CLEANING SERVICES

Name of Contractor _____ Station _____

Month _____ Year _____

No	Task		Performance measure (Acceptable/ Unacceptable)			
	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
1.	Moping and dusting floor surfaces	Daily and should remain clean throughout.				
2.	Cleaning and dusting work surfaces	Daily and should remain clean throughout.				
3.	Dusting fixtures and fittings	Daily and should remain clean throughout.				
4.	Cleaning stained wall finishes	Daily and should remain clean throughout.				
5.	Hoofing carpeted areas (where applicable)	Daily and should remain clean throughout.				
6.	Cleaning and disinfecting washrooms (this includes provision of cleaning detergents and disinfectant)	Continuously – should remain clean throughout.				
7.	Cleaning and polishing office equipment	Daily and should remain clean throughout. Ensure no discoloration.				
8.	Dusting and cleaning office furniture	Daily and should remain clean throughout. Ensure no discoloration				

No	Task		Performance measure (Acceptable/ Unacceptable)			
	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
9.	Disinfecting telephone heads and receivers	Daily and as and when required				
10.	Collection and disposal of waste paper and rubbish	Twice a day or as and when required				
11.	General cleaning of the premises	Weekly				
12.	Scrubbing the non carpeted areas with a floor scrubber	once a week				
13.	Cleaning windows and windowsills and casements	Twice a week				
14.	Stripping and polishing non carpet areas	Weekly				
15.	Shampooing, spot cleaning and vacuum cleaning carpeted areas	Fortnightly and as and when necessary				
16.	Keep premises clean and tidy	Continuous				
17.	Correct any discoloration of wall and floor finishes, fixtures and fittings	Whenever and immediately discoloration spots are spotted.				
18.	Ensuring premises are tidy and clean.	Continuous				
19.	Shampooing and cleaning office/reception chairs	Monthly and/or as and when required. Ensure no discolorations				
20.	Laundering of office curtains & blinds	Once a month				
CORRIDORS AND STAIRCASES						
21.	Cleaning office kitchen	Twice a day and/or as and when required.				
22.	Floor sweeping, mopping and machine buffing	Daily and/or as and when				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
		required.				
23.	Dusting office files and cabinets	Daily				
24.	Dusting the glasses along the staircase	Daily and/or as and when required				
25.	Polishing of glass along the staircase	Daily				
26.	Notice Boards polishing	Daily and/or as and when required				
LIFT CARS – FLOORS AND WALLS						
27.	Cleaning of lift cars	Daily and as and when required				
28.	Cleaning of lift doors using disinfectants	Daily and as and when required				
29.	Floor to be kept clean and dry	Throughout				
30.	Lift mirror should be cleaned with the appropriate detergent	Daily and/or as and when required				
EXTERNAL WORKS – PAVEMENTS, UTILITY ROOMS						
31.	Uprooting/cutting and clearing of weeds, grass, shrubs and leaves within the compound	Throughout the year				
32.	Planting and replacing of plants and flowers, gardening all flower beds, pruning, trimming hedges and maintaining cleanliness	Throughout the year				
STATIONERY STORE						
33.	Stores cleaning with the supervision of KenGen personnel	Daily and should remain clean throughout.				
34.	Cleaning of office desks, chairs, computers and	Daily and should remain				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
	telephone	clean throughout.				
35.	Emptying of all the dustbins within the stores	Twice daily and/or as and when required.				
36.	Vacuum cleaning of all upholstered furniture	Weekly basis				
MAINTENANCE OF FLOWER BEDS						
37.	Planting flowers, Gardening all flower beds, pruning, trimming hedges and maintaining cleanliness	Throughout the year				
GARBAGE COLLECTION AND DISPOSAL						
38.	Collection and disposal of all rubbish, dirt, waste materials or refuse from the buildings to the place designated for this purpose	Daily and/or as and when required.				
39.	After emptying and disposing of the litter, all dustbins and dump sites should be washed and dried	Daily and/or as and when required.				
40.	Contractor should supply dustbin lining 500 gauge for the garbage collection	Throughout				
EXTERNAL WORKS AND PAVEMENTS						
41.	Washing of canopies, gutters and all drains.	Weekly and/or as and when required.				
42.	Parking areas should be swept	Daily				
43.	Parking areas should be scrubbed	Once a week				
44.	Ensuring that there is no litter and the compound is clean	All the time				
45.	Emptying of dustbins and ashtrays	Twice a day and/or as and when required.				

	Task		Performance measure (Acceptable/ Unacceptable)			
No	Item	Frequency of delivery	Week 1	Week 2	Week 3	Week 4
INSTALLATION, MAINTENANCE AND PROVISION OF TOILETRIES						
46.	Keeping of the toilets and urinals clean, dry and disinfecting	Twice a day and should remain clean throughout.				
47.	Constantly provide quality approved liquid hand washing soap and sanitizers in the dispensers	Throughout the day				
48.	Maintain all Toilet/ Hand tissue and Sanitizer dispensers					
49.	Constantly provide quality cotton toilet and hand drying tissues in the dispensers	Throughout the day				
50.	Provide self/auto-dispensing air fresheners in all washrooms	Throughout the day				
51.	Provide adequate coloured naphthalene balls in the urinals	Throughout the day				
SINKS, TOILET BOWLS & MIRRORS						
52.	Scrub with approved detergent and disinfectant	Twice daily and/or as and when required				
53.	Disinfect all hand touch facilities i.e. door handles, flush & tap handles etc.	Twice daily and/or as and when required				
54.	Wipe mirrors and remove marks, supply approved white toilet papers in rolls (The toilet papers must first be approved by KenGen representative)	All the times				

**NOTE: RATINGS ON THE 5 LIKERT SCALE
WORK NOT DONE- 0/5**

POOR- 1/5

FAIR- 2/5

GOOD- 3/5

VERY GOOD- 4/5

EXCELLENT- 5/5

Monthly Comments by KenGen Representative:

.....

.....

Name Signature Date

Monthly Comments by Contractor's Supervisor

.....

.....

Name Signature Date

2. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2):
NOT APPLICABLE TO THIS TENDER.

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:[insert Authorized Representative's name]
Address:[insert Authorized Representative's Address]
Telephone numbers:[insert Authorized Representative's telephone/fax numbers]
Email Address:..... [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION:..... This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity:[insert the name of the Procuring Entity]

Contract title:..... [insert the name of the contract]

ITT No:[insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	[insert name of successful Tenderer]
Address:	[insert address of the successful Tenderer]
Contract price:	[insert contract price of the successful Tender]

ii). **Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement- related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:..... [insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke; info@ppra.go.ke or

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(I))

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 ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

I.

2.

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

1.

2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]*forexecutionofthe*[nameoftheContractandidentificationnumber, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully

signed

AuthorizedSignature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT [Form head paper of the Procuring Entity] LUMP SUM

REMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Description of the

Services Appendix B: Schedule of

Payments Appendix C:

Subcontractors Appendix D:

Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their

respective names as of the day and year first above written.

For and on behalf of _____ [name of Procuring Entity]

_____ [Authorized Representative]

For and on behalf of [name of Service Provider]

_____ [Authorized Representative]

[Note :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

..... [name of member]

..... [Authorized Representative]

..... [name of member]

..... [Authorized Representative]

4 FORM OF TENDER SECURITY (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:*[Insert identification No if this is a Tender for an alternative]* **Date:***[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that ___*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5 FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.] BOND

NO. _

BY THIS BOND *[name of Tenderer]* as Principal (herein after called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the ___ day of _____, 20____, for the supply of *[name of Contract]* (herein after called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrelative names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where
appropriate)

Surety: _____

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

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

Date:.....*[date (as day, month and year)]*

ITT No.:*[number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

To:..... *[complete name of Procuring Entity]* We, the undersigned, declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: *In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.*

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment I to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to

have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
 - (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and

Corruption, as defined in paragraph 2.2a. of Attachment I to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor to the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation

thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be)own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key

Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the

contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated in the **SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clauses shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records.

The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration may be on the construction of this Contract on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice

of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(g)	The Procuring Entity is: <i>[Kenya Electricity Generating Company PLC</i>
1.4	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>For notices, the Procuring Entity's address shall be: Attention: General Manager, Supply Chain Postal address P.O Box 47936 00100 Nairobi, Kenya Physical Address KenGen Pension Plaza II, 9th Floor, Kolobot Road, Parklands. Telephone: 0711036000 Electronic mail address: contracts@kengen.co.ke; jmbugua@kengen.co.ke</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Administration Manager</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>upon contract signing</i>
2.2.2	The Starting Date for the commencement of Services is <i>upon contract signing</i>
2.3	The Intended Completion Date is <i>one year, renewable for another one year upon satisfactory performance by contractor.</i>
3.8.3	<p>Performance Security</p> <p>The Contractor shall within fifteen (15) days from the date of executing this Agreement furnish KenGen with a Performance security whose value shall be equivalent to one per cent (1%) of the Annual Contract Value. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.</p>
6.5	<p>Payment terms and conditions:</p> <p><input type="checkbox"/> KenGen's payment terms are 30 days upon receipt of certified invoices and service entry sheets confirming that the invoiced services have been performed, inspected and accepted in accordance with the contract.</p> <p>The contractor shall be paid through Electronic Funds Transfer (EFT).</p> <p>Advance Payment:</p> <p><input type="checkbox"/> Advance or interim payments shall not apply.</p>
Arbitration	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter
6.6.1	<p>Prices</p> <p><i>Prices shall be quoted in Kenya shillings, inclusive of all applicable taxes and shall</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>remain firm for the contract duration</i>
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: <i>as per Service Level Agreement</i>
	<i>Contract duration shall be (2) Two years. It shall run for a period of one (1) year subject to renewal for an additional period of one (1) years upon satisfactory performance by the contractor.</i>
Governing Language	<p>Governing Language</p> <p>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.</p>
Inspection and Test	<i>All services provided must meet all the market requirements and technical specification (QUALITY)</i>
	<p>Taxes</p> <p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i.Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.</p> <p>ii.The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>iii.Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.</p> <p>iv.The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.</p> <p>v. In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per (i).</p> <p>c)Tax Deduction</p> <p>i.If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.</p> <p>ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the Kenya Revenue Authority.</p> <p>d) Tax Indemnity</p> <p>i. The Contractor shall indemnify and hold the Employer harmless from and against any and all tax liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.</p> <p>ii. The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.</p> <p>iii. Where the amount in (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p>
Service level agreement	Service level agreement shall form part of the contract

C. FORMS

SECTION X -CONTRACT FORMS

FORM NO. I - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of __(),¹ such sum being payable in the _____ types _____ and _____ proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee,

*the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph:
“The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20.

SIGNED ON _____ on behalf

of by _____ in the capacity

of In the presence of

SIGNED ON _____ on behalf

of By _____ in the capacity

of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference

number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	I.Having the right to appoint	I.Exercises significant influence or
National identity card				a	

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	number or Passport number	Indirectly----- % of shares	Indirectly----- % of voting rights	majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2.Is this right held directly or indirectly?: Direct..... Indirect.....	control over the Company body of the Company (tenderer) Yes -----No----- 2.Is this influence or control exercised directly or indirectly? Direct..... . Indirect..... ...
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
2.	Full Name	Directly----- % of shares	Directly..... % of voting rights	1.Having the right to appoint a majority of the board of the directors or an equivalent	1.Exercises significant influence or control over the Company body of the Company
	National identity card number or Passport number				

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Personal Identification Number (where applicable)		Indirectly----- % of shares	Indirectly----- % of voting rights	governing body of the Tenderer: Yes -----No----- 2.Is this right held directly or indirectly?: Direct..... Indirect.....	(tenderer) Yes -----No----- 2.Is this influence or control exercised directly or indirectly? Direct..... . Indirect..... ...
Nationality(ies)					
Date of birth [dd/mm/yyyy]					
Postal address					
Residential address					
Telephone number					
Email address					
Occupation or profession					
3. e. t . c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in

the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

APPENDICES:

APPENDIX I

UNDERTAKING TO COMPLY WITH EMPLOYMENT ACT

(Letter Head of Bidder)

(Name of Bidder)

(Address of Bidder)

Date.....

UNDERTAKING TO COMPLY WITH EMPLOYMENT ACT 2007 AND FAIR ADMINISTRATIVE ACTION ACT 2015

We, [insert name] designated as [insert title] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read and understood the requirements of the **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder for **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)** as bid for and awarded, we shall adhere to and comply with the provisions of Employment Act 2007 that provides fundamental rights of employees, to provide basic conditions of employment, not to employ children and to provide for matters regarding fair employment and Labour Practices in Kenya; and Fair Administrative Action Act 2015 that provides for Administrative action to be taken Expediently, Efficiently and Lawfully.

Name:

Title.....

Signature

Date.....

APPENDIX 2

UNDERTAKING TO COMPLY WITH PROCURING ENTITY’S REMUNERATION REQUIREMENTS

(Letter Head of Bidder)

(Name of Bidder)

(Address of Bidder)

Date.....

UNDERTAKING TO COMPLY WITH PROCURING ENTITY’S REQUIREMENTS FOR REMUNERATION OF EMPLOYEES ENGAGED UNDER THIS TENDER

We, [insert name] designated as [insert title] of [insert name of Bidder] and being the authorized signatory of the bidder, do hereby declare and undertake that we have read and understood the requirements of the **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder for **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)** as bid for and awarded we shall adhere to and comply with guidelines by Procuring Entity regarding payment of Wages to bidders employees as provided in the attached schedule by Tenderer.

Name:

Title:

Signature**Date**.....

APPENDIX 3

UNDERTAKING TO COMPLY WITH THE PROCURING ENTITY'S STAFFING REQUIREMENTS

(Letter Head of Bidder)

(Name of Bidder)

(Address of Bidder)

Date.....

UNDERTAKING TO COMPLY WITH THE PROCURING ENTITY'S REQUIRED NUMBER OF CLEANING SERVICE AND GARDENING STAFF

We, [insert name] designated as [insert title] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read and understood the requirements of the **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder for **Tender for Provision of Cleaning, Garbage Management and Gardening Services for All KenGen Premises for the Year 2023-2025 (KGN-ADM-XXX-2023)**, as bid for and awarded we shall adhere to and comply with guidelines by the Procuring Entity regarding number of staff to be deployed as provided in the tender document.

Name.....

Title.....

Signature

Date.....

APPENDIX 4

USER REQUIREMENTS – NO/ OF STAFF REQUIRED

NO	CLUSTER	STATIONS	CATEGORY	NO.
1	Cluster/ Schedule 1	Garissa – Decommissioned Plant (CLEANING & COMPOUND)	Manager	0
			Supervisor	0
			Assistant Supervisor	0
			Cleaner	2
		NGONG POWER STATIONS	Supervisor	1
			Cleaner	5
2	Cluster Schedule 2 (CLEANING)	KIPEVU POWER STATIONS (Steam Plant, KDP I & III)	Manager	0
			Supervisor	1
			Assistant Supervisor	0
			Cleaner	19
3	Cluster Schedule 3 (COMPOUNDS)	KIPEVU POWER STATIONS (Steam Plant, KDP I & III)	Manager	0
			Supervisor	0
			Assistant Supervisor	1
			Cleaner	18
4	Cluster Schedule 10 (COMPOUNDS)	Turkwel	Manager	0
			Supervisor	1
			Assistant Supervisor	1
			Cleaner	20
5 6	Cluster Schedule 14 (COMPOUND)	Gitaru	Assistant Supervisor	1
		Kiambere		1
		Kindaruma		1
		Gitaru	Cleaner	17
		Kiambere		20
		Kindaruma		18
		Ndula		2
		Gogo Sondu Sangoro Sosiani Muhoroni	Manager	1
		Gogo		1
		Sondu	Supervisor	1
		Sangoro		0
		Muhoroni		0
		Sosiani		0
		Gogo	Assistant Supervisor	0

		Sondu		0
		Sangoro		1
		Gogo	Cleaner	8
		Sondu		20
		Sangoro		10
		Sosiani		10
		Muhoroni		2

**APPENDIX NO. 5:
STAFF TRANSPORT REQUIREMENTS**

No.	Region	Mode of transport	No.	Requirements
1	Turkwel Schedule/cluster 4	Van	1	14 Seater, PSV Licensed
2	Eastern – Schedule/cluster 5	Motorcycle	1	Insured
3	Sondu	Van	1	14 Seater, PSV Licensed

Note: *The purpose for these transport requirements is for efficiency and effectiveness. The requirements in the table above are minimum for tendering purposes. However, these requirements may change based on the areas awarded.*

APPENDIX NO. 6

TOOLS, MACHINERY AND EQUIPMENT

Overview of Tools, Machinery and Equipment required for carrying out the works are as listed below;

- 1) Scrubbing machines
- 2) Floor Scrubbers and polishers
- 3) Dry vacuum cleaners
- 4) Wet and dry suction machines
- 5) Extraction cleaner
- 6) Motorized Grass cutter
- 7) Lawn Mower
- 8) Power Hand Held Drill
- 9) Scaffolding
- 10) Mopping trolleys
- 11) Mopping buckets
- 12) Mop heads
- 13) Window Squeezers
- 14) Floor Squeezers
- 15) Hard Broom
- 16) Soft Broom
- 17) Dustpan
- 18) Dusters
- 19) Ladders
- 20) Extension cables
- 21) Polish trays
- 22) Pool net
- 23) Chamois Leather
- 24) Web mops
- 25) Garbage Trolleys
- 26) Gardening tools
- 27) Hand Brushes
- 28) Deck scrubbers
- 29) Safety harness
- 30) Helmets
- 31) Caution signs
- 32) House Keeper Trolley
- 33) Queue-stands (or barrier stands)
- 34) Toilet Brushes
- 35) Gloves
- 36) Wheelbarrow
- 37) Slasher
- 38) Panga
- 39) Jembes
- 40) Mattocks
- 41) Rakes
- 42) Axe
- 43) Shears
- 44) secateurs
- 45) Sprinklers
- 46) Spade
- 47) Feather dusters
- 48) Hose pipe
- 49) File smooth
- 50) File rough
- 51) Lockable central waste collection bin
- 52) Leaf rake
- 53) Modified rake
- 54) Any other (please specify)

Note: The items listed above are not exhaustive. Additional items may be required depending on specific jobs/tasks/area of operation.

APPENDIX 7

MINIMUM NUMBER OF EQUIPMENT REQUIRED PER SITE

KENGEN PREMISES

ITEMS	Ngong	Stima Plaza	Olkaria	Ebburru& Eburru Kasarani	Tana	Sagana	Wanji	Mesco	Ndula	Masinga	Hydro Plaza	Kamburu	Matendeni staff camp	Kindaruma	Gitaru	Kiambere	Sondu Miriu	Sangoro	Gogo	Muhoroni	Sosiani	Kitale Office	Turkwe	Kipevu Power Station	
	EQUIPMENT																								
QUANTITIES REQUIRED																									
1	Mop Buckets	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	30	10	10	10	5	-	-	8
2	Mops heads	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	30	10	10	10	5	-	-	8
3	Dusting Bucket	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	20	20	10	5	-	-	8
4	Scrubbing Machine	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	0	-	-	1
5	Vacuum Machines	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	0	0	0	-	-	1
6	Hand Brush - hard	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	15	10	5	5	5	-	-	8
7	Hand Brush -Soft	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	15	10	5	5	5	-	-	8
8	Hard Brooms	6	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	10	10	10	5	-	-	8
9	Soft Brooms	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	10	10	10	5	-	-	8

10	Dust Pans	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	20	15	10	10	5	-	-	8
11	Toilet Brushes	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	60	20	20	20	10	-	-	13
12	Heavy Duty Gloves	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	30	12	10	6	12	-	-	50
13	Dusting Towels	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	36	24	24	24	0	-	-	50
14	Yellow Duster	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	24	24	24	12	-	-	8
15	Feather Duster	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	10	10	10	0	-	-	8
16	Caution Signages	3	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	25	4	4	4	2	-	-	8
17	Ladder (10 ft.)	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	2	1	1	1	0	-	-	1
18	Ladder (20ft)	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	0	0	0	-	-	1
19	Helmet	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	10	10	8	5	10	-	-	40
20	Reflector Jackets	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	30	10	15	10	15	-	-	40
21	Harness Belts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	3	2	2	-	-	6
22	Panga	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	20	10	10	5	15	-	-	6
23	Jembe	3	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	20	10	10	5	10	-	-	6
24	Secateurs	3	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	3	2	2	2	2	-	-	3
25	Floor Squeegee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	5	5	5	-	-	8
26	Window Squeegee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	10	5	5	3	-	-	8

27	Safety goggles	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	10	5	10	-	-	40
28	Hose Pipes – 50 Metres	2	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	5	5	3	2	-	-	6
29	Cobweb remover	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	20	10	10	5	5	-	-	4
30	Swing Mop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	10	10	10	5	-	-	8
31	Mkokoteni	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	1	1	1	-	-	0
32	Knapsack	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	-	-	2
33	Shoka(axe)	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	3	2	5	-	-	2
34	Spade	3	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	20	10	10	10	10	-	-	3
35	Fork jembe	3	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	5	2	2	5	5	-	-	3
36	Mattock	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	2	2	3	-	-	3
37	Slashers	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	50	20	20	10	20	-	-	6
38	Sharpening files	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	12	12	12	12	-	-	6
39	Hedge clipper / shear	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	2	2	2	-	-	3
40	Makuti brooms	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	10	10	10	5	-	-	0
41	broom sticks	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	20	20	20	5	-	-	20
42	Sprinklers	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	10	3	2	-	-	10

43	Gumboots	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40
44	Ear muffs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	5	0	-	-	20
45	Rakes	6	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	30	10	10	5	10	-	-	6
46	Leaf rakes	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	15	5	15	-	-	7
47	Wire Brush	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7
48	Dustbin bucket 140litres	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49	Dustbin bucket 120 litres	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50	Dustbin bucket 60 litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	Dustbin bucket 30 litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	Small office bin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Mop Duster	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	5	5	5	3	5	10	-
54	Leather Gloves	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	10	15	5	15	0	30	-
55	Wheelbarrow	3	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Note: The items listed above are not exhaustive. Additional items may be required depending on specific jobs/tasks/area of operation

KENGEN PREMISES																								
ITEMS	Stima Plaza	Ngong	Olkaria	Ebburu& Eburru Kasarani	Tana	Sagana	Wanji	Mesco	Ndula	Masinga	Kamburu	Gitaru	Matendeni staff	Kindaruma	Kiambere	Hydro Plaza	Sondu Miriu	Sangoro	Gogo	Muhoroni	Sosiani	Kitale Office	Turkwel	Kipevu Power Station
	TOOLS AND MACHINERY	QUANTITIES REQUIRED																						
1	Brush Cutters	-	2	-	-	-	-	-	1	-	-	-	-	-	-	-	1	1	-	-	1	-	-	1
2	Power saws	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	1	-	-	0
3	Hand Held Drill	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	0
4	Lawn Mower	-	2	-	-	-	-	-	1	-	-	-	-	-	-	-	2	-	1	-	1	-	-	0
5	Motorized Grass cutter	-	3	-	-	-	-	-	1	-	-	-	-	-	-	-	5	1	2	1	3	-	-	1
6	Extraction cleaner	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	1
7	Wet and dry suction machines	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	1
8	Dry vacuum cleaners	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	1
9	Floor Scrubbers and polishers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	1	1	-	-	-	1
10	Staff Transport vehicles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	0

11	Garbage Collection Vehicles (NEMA Licensed)	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	1	1
12	Unblocking Rods	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	1	1
13	Ladder	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	2	1
14	Window Squeegee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	1	8
15	Wheelbarrow	-	3	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	2	2	1	-	-	4	3
16	Scaffolding	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	1	1
17	Herbicide	-	5l	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	Portable dust bin	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	Manilla rope	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Rain coat	-	6	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	First aid kit	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	Safety goggles	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23																									
24																									
25																									
26																									

Note: The items listed above are not exhaustive. Additional items may be required depending on specific jobs/tasks/area of operation

APPENDIX 8 - SUMMARY OF ESTIMATE QUANTITIES OF DETERGENTS, CHEMICALS AND CONSUMABLES REQUIRED PER MONTH																									
KENGEN PREMISES																									
ITEMS		Stima Plaza	Olkaria	Ebburu & Eburru	Tana	Sagana	Wanji	Mesco	Ndula	Masinga	Hydro Plaza	Kamburu	Matendeni staff camp	Kindaruma	Gitaru	Kiambere	Sondu Miriu	Sangoro	Gogo	Muhoroni	Sostiani	Kitale Office	Turkwel	Kipevu Power Station	
DETERGENTS, CHEMICALS AND CONSUMABLES	UoM	ESTIMATE QUANTITIES REQUIRED																							
1	Hand Towels	Bale	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	14	10	8	10	2	-	-	7
2	Interleaf tissue paper	Bale	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	
3	Jumbo Toilet Tissue paper	Bale	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	8	10	8	5	-	-	7
4	Small Tissue Paper (Standard toilet rolls)	Bale	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	5	0	5	0	0	-	-	-
5	Liquid hand soap	Litre	-	-	-	-	-	-	20	-	-	-	-	-	-	-	-	60	40	40	40	10	-	-	80
6	Hand Lotion	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	20	20	20	0	-	-	37
7	Multipurpose Soap	Litre	-	-	-	-	-	-	20	-	-	-	-	-	-	-	-	60	40	60	40	0	-	-	85
8	Bleach	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	
9	Jik	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	
10	Harpic	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	20	20	20	10	-	-	40
11	Scouring Powder /Vim	Kg	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	24
12	Disinfectant Liquid (Dettol)	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	

13	Automatic air freshener (100ml)	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	
14	Automatic air freshener (250ml)	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	24	24	24	0	-	-	
15	Manual Air freshener – Can 300 ml	Piece	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	36	24	24	24	0	-	-	74
16	Hand Sanitizer	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	10	10	5	-	-	
17	Methylated spirit	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	
18	Moth balls – carton of 12 pieces	Carton	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-	1	1	1	1	1	-	-	3
19	Leather Polish -500 ml Bottle	Bottle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5	5	5	0	-	-	
20	Furniture polish / Pledge – Can 300ml	Can	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	12	12	12	0	-	-	24
21	Carpet Shampoo	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	0	0	0	-	-	
22	Stain Remover	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	20	20	20	5	-	-	60
23	Steel wool	Roll 750g	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	-	-	-
24	Floor Polish	Litre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	40	40	40	0	-	-	-
25	Scrubbing Pad for machine	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	3	3	3	-	-	-
27	Scouring Pad	Dozen	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	24	24	24	24	0	-	-	-
28	Dry Cells AA (Energizer)	Dozen	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	1	1	0	-	-	-

29	Window Cleaner 250ml Bottle	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	12	12	12	12	-	-	-
30	Garbage Bags (Large)	Piece	-	-	-	-	-	-	-	5	-	-	-	-	-	-	-	300	500	300	500	0	-	-	-
31	Foam Soap	Pouch	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	20	20	20	0	-	-	-
32	Compatex	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	-
33	Kerol	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	20	20	20	10	-	-	-
34	Disinfectant	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	20	40	20	10	-	-	60
35	Floor Stripper	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	40	40	40	0	-	-	30
36	Maintainer	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	20	10	0	-	-	-
37	Degreaser	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	20	20	20	0	-	-	60
38	Bar Soap	800gms	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	33	3	3	3	-	-	-
39	Powder Detergent	Kg	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	10	5	5	2	2	-	-	-
40	Handcream	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	10	10	10	0	-	-	-
41	Insecticide Spray	1kg Can	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	3	3	0	-	-	-
42	Dusting towels	Dozen	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						-	-	-
43	Bin Liner	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50	50	50	50	0	-	-	-
44	Milk (for wastes&sewer handlers)	Dozen	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	3	6	0	-	-	-
45	Soda Ash (Magadi)	Kgs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	40	40	40	0	-	-	50
46	100% Cotton Rags	Sack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5	5	5	0	-	-	6
47	Kerosene	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	200
48	UD 40	Can	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	-
49	Buff Polish	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	-
50	Shining pad	Piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5	5	5	0	-	-	-
51	Wooden Floor Polish	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	0	0	0	0	-	-	-
52	Terrazzo solvent	Litres	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	0	0	0	0	-	-	-
53	Urinal Mat	piece	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	10	10	0	-	-	-
54	Pull towels	Bales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0	0	0	-	-	-

Note:

- a) The materials listed above are not exhaustive. Additional materials may be required depending on specific jobs/tasks/area of operation
- b) Material Safety Data Sheet must be provided. These shall be verified and approved by KenGen representative before us