DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY

INVITATION FOR OPEN TENDER
FOR THE
PROVISION OF COMPREHENSIVE CLEANING AND FUMIGATION SERVICES FOR THE 2026-2029 FINANCIAL YEAR

RESERVED FOR WOMEN OWNED ENTERPRISES ONLY

TENDER NO. DEKUT/ONT/PC&FS/016/2026-2029

MANDATORY SITE VISIT: THURSDAY 3RD SEPTEMBER, 2026 AT 11:00 AM – 1:00PM

CLOSING/OPENING DATE: THURSDAY 10TH SEPTEMBER, 2026 AT 11:00 AM

ISSUED BY:
THE VICE CHANCELLOR
DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY
P.O.BOX 657-10100 NYERI,
MAIN CAMPUS, NYERI-KENYA
ALONG THE NYERI NYAHURURU ROAD
TELEPHONE: 061 205000 CELL: 0731689230
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Email: procurement@dkut.ac.ke

AUGUST, 2026

INVITATION TO TENDER

DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY

TENDER FOR COMPREHENSIVE CLEANING AND FUMIGATION SERVICES

1. Dedan Kimathi University of Technology invites sealed tenders for the provision of services, i.e. cleaning and fumigation services for a period of 3 years, in Dedan Kimathi University Main Campus along Nyeri – Nyahururu Highway. The proposed three (3) years contract will commence 1st October, 2026 to 30th September,2029 subject to satisfactory performance.

2. Tendering will be conducted under Open Tender method, framework contract, using a standardized tender document. Tendering is open to **qualified Women owned Enterprises**.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *8.00am – 5.00pm* at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements,** Section V - Description of Services of the Tender Document.

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KShs.1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website, *www.dkut.ac.ke* Tender documents obtained electronically will be **free of charge.**

5. Tender documents may be viewed and downloaded for free from the website www.dkut.ac.ke or www.tender.go.ke Tenderers who download the tender document must forward their particulars immediately to procurement@dkut.ac.ke to facilitate any further clarification or addendum.

6. ***A mandatory Site visit of all DeKUT facilities will be conducted on Thursday 3rd September, 2026 from 11:00 AM till 1:00 PM East African Time***. Bidders Shall Be issued with site Visit Certificate as proof of attendance of the visit. The purpose of the visit is to allow the bidders appreciate the full scope of works.

7. All Tenders must be accompanied by a *"**Tender-Securing Declaration***

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

9. Completed tenders must be delivered to the address below on or before ***11:00 am on Thursday 10th September, 2026. Electronic Tenders will not be permitted.***

10. Tenders will be opened immediately after the ***DeKUT*** *Main* ***Campus Nyeri Tender Box situated on the Ground Floor Entrance to the Resource Centre II and proceed to the 2nd Floor Resource Centre II Dome.*** Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below Note the Following:

    a) **All tenderer's must serialize and paginate their tender documents and provide a table of content that is clear to allow the tender opening committee to identify crucial documents.**

9. Late tenders will be rejected.

10. The addresses referred to above are:

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

The Procurement Office Ground Floor of the Resource Centre II
Dedan Kimathi University of Technology (Main Campus),
P.O. Box 657-10100 Nyeri, Kenya
Along Nyeri- Mweiga Highway, Procurement Office
situated at the entrance of Resource Centre II, Cellphone – 0731689230

Email: procurement@dkut.ac.ke

B. Address for Submission of Tenders.

The Vice Chancellor
Dedan Kimathi University of Technology,
P.O. Box 657-10100 Nyeri.

C. Address for Opening of Tenders.

Ground Floor Resource Centre II, Tender Box and thereafter Proceed

to the 2nd Floor Dome Resource Centre II

Dedan Kimathi University of Technology

Main Campus, Nyeri

Situated off The Nyeri-Nyahururu Road

The Vice Chancellor
Dedan Kimathi University of Technology
Wednesday 26th August, 2026

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the delivery of cleaning and fumigation 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:

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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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. Dedan Kimathi University of Technology shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. Dedan Kimathi University of Technology shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology regarding this Tendering process; or

e oranyofitsaffiliatesparticipatedasaconsultantinthepreparationoftheProcuringEntity'sRequirements (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 Dedan Kimathi University of Technology or Dedan Kimathi University of Technology 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. 1 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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

4.5 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.

4.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.7 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

4.8 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.

4.9 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.

4.10 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.

4.11 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 Dedan Kimathi University of Technology 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".*

4.12 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.

4.13 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

4.14 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.

4.15 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 Dedan Kimathi University of Technology is not part of this tendering document.

6.3 Unless obtained directly from Dedan Kimathi University of Technology is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the Pre-bid meeting or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from Dedan Kimathi University of Technology 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 beat the Tenderer's own expense. ***The Mandatory Site Visit will be Held on Thursday 3rd September,2026 from 11:00 at the Second Floor Resource Centre II Dome at the main Campus Nyeri Off the Nyeri-Mweiga Road***.

8 Pre-Tender Meeting

8.1 Dedan Kimathi University of Technology has specified in the ***TDS that the Mandatory Site Visit will be Held on Thursday 3rd September, 2026 from 11:00 at the Second Floor Resource Centre II Dome at the main Campus Nyeri Off the Nyeri-Mweiga Road***. . Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology shall also promptly publish anonymized 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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. Dedan Kimathi University of Technology 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. Dedan Kimathi University of Technology 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,** Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology in accordance with ITT 6.3. Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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**: **NOT PERMISIBBLE** 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 a 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, sub mitted 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology (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 in complete, 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 Dedan Kimathi University of Technology that any such act was not material, or was due to genuine err 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 stopper form 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 Dedan Kimathi University of Technology in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by Dedan Kimathi University of Technology as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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. Dedan Kimathi University of Technology 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 withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide 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, Dedan Kimathi University of Technology shall recommend to the PPRA that PPRA debars 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.

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.

22.3 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.

22.4 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 Dedan Kimathi University of Technology 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 ITT13; 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, *Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 Dedan Kimathi University of Technology shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by Dedan Kimathi University of Technology after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology attending Tender opening in the manner specified **in the TDS**.

27.7 Dedan Kimathi University of Technology shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 Dedan Kimathi University of Technology shall prepare are cord 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 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology may, at its discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that Dedan Kimathi University of Technology may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology shall examine the technical aspects of the Tender submitted in accordance with ITT 18and 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 withITT33; 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Dedan Kimathi University of Technology may also seek written clarification from the tenderer on the reason for the high tender price. Dedan Kimathi University of Technology shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology paying too much for undelivered works; or

d) Reject the Tender.

39 Qualification of the Tenderer

39.1 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology for a debriefing on specific issues or concerns regarding their tender. Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 Complaint

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

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	**A.** General
ITT 1.1	Tender No***: DeKUT/ONT/PC&FS/016/2026-2029*** Procuring Entity***: Dedan Kimathi University of Technology*** Tender Name***: Provision of Comprehensive Cleaning and Fumigation Services***
ITT 1.2(a)	Electronic – Procurement System**(N/A)**
ITT 2.2	***Contract Valid for three (3) years renewable subject to Satisfactory Performance***
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows: ***NONE***
ITT 3.4	The firms that provide consulting services: NONE
ITT 4.1	Maximum number of members in the Joint venture (JV) shall be: **(JOINT VENTURE NOT APPLICABLE IN THIS TENDER)**
B. Contents of Tendering Document	
ITT 8.1	(a) A pre-tender conference will not be held for this Tender (b) A pre-arranged Mandatory Site visits of the site of the works visit will be held ***on Thursday 3rd September, 2026 at The DeKUT Main Campus Nyeri 2nd Floor Resource Centre II Dome from 10:00 am to 1:00 pm***
ITT 8.2	The questions in writing to be addressed before the mandatory site visit, to reach the procuring Entity ***not later than 5:00 pm Thursday 3rd September, 2026.***
ITT 8.4	Minutes of the pre-arranged Mandatory visit of the site of the works shall be published on the website: www.dkut.ac.ke
ITT 9.1	The Procuring Entity shall also promptly publish response at the website; www.dkut.ac.ke
C. Preparation of Tenders	
ITT 13.1	The Tenderer shall submit the following additional documents in is Tender: 1. Copy of Certificate of Incorporation 2. A Valid AGPO Registration Certificate Issued by the National Treasury as Tender is Reserved for Youth, Women and Persons Living with Disabilities. 3. Copy of Current Valid Tax Compliance Certificates from KRA

	4. Copy of CR12 showing list of Company Directorship 5. Must Submit Copies of Audited Accounts for the last three financial years i.e. 2022,2023 &2024 or (2025 if Available). 6. Must have a minimum of Five (5) years' experience in provision of cleaning services in institutions of higher learning with a minimum contract value of Kshs. 1,300,000 per month. Provide letters of reference from at least four clients including Names of the company/Organization, addresses and contact person and contract sum. 7. Duly filled, signed and stamped Form of Tender which comprises three Documents: (a)*Form of Tender* (b)*Certificate of Independent Tender Determination and* *(c) Self Declarations of The Tenderer* 8. Dully Filled Price schedule, signed and stamped by the tenderer's Authorized Representative in the format provided. 9. Must have a valid Compliance Certificate from NSSF and evidence of the latest remittance (Receipts & Submission Lists) of NSSF Contributions for Consecutive twelve months from July 2025 till July 2026. 10. Must have a valid Compliance Certificate from SHA and evidence of the latest remittance (Receipts & Submission Lists) of SHA Contributions for twelve (12) consecutive months July 2025 till July, 2026. 11. Must Provide a copy of a valid Work Man Injury Benefit Assurance (WIBA)/ Provide a valid copy of the policy certified by the Issuing Insurance company 12. Must Provide a copy of a valid Public Liability Insurance Cover provide a valid copy of the policy Certified by the Issuing Insurance Company 13. A site Visit Certificate that the Tenderer intends to place a bid, Issued From the University and Signed by the Housekeeper. 14. A Letter of Authority from the Bidder to seek enquiries from Past clients, Bank, SHA, NSSF,Insurance Companies and any other entity in regard to this tender. 15. A Current License from Pest Control Products Board for use and offering Pest Control and Fumigation Services 16. Compliance with Labor laws E.g., Payment of minimum wage, provision of Personal Protective clothing etc. And a letter from the Local Labour Office. 17. Litigation History including any court cases and any PPRAB history by or against the bidder the decisions made on the same. In case of no history of litigations the bidder should write a letter indicating the same.

	18. Provide a valid contractual liability insurance policy/fidelity guarantee (attach a valid Insurance Policy document). 19. Must Submit a company Health and policy certificate (signed by the CEO)
ITT 13.1(i)	Other documents required are: 1. Proof of Ownership, lease and servicing of Cleaning Machines/Equipment such as Hooving Machine, scrubbing machine, sucker (etc.). 2. Key Personnel Experience and Qualifications 3. Bidders Financial Strength with a turnover of not less than Kshs. 15,600, 000 per year as provided in the Audited Financial Statements 4. A Valid Pest Control License from Pest Control Board to handle pesticides and carryout Fumigation. 5. Documentation Demonstrating Company complies with the Government of Kenya Minimum Wage Guidelines & a Signed Declaration/Commitment by the Firm shall comply with the minimum wage regulations. 6. Mode of Payment of Salaries to Employees 7. Copies of Certificates of Good Conduct for at least Five (5) Staff Members 8. Copies of Training Programmes that staff go through by providing training schedules and the certificates issued to staff
ITT 14.1	Alternative Tenders**(NOT APPLICABLE IN THIS TENDER DOCUMENT)**
ITT 14.2	Alternative times for completion **SHALL NOT BE PERMITTED**. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and
ITT 14.3	Alternative technical solutions shall be permitted for the following parts of the services **(NOT APPLICABLE IN THIS TENDER).**
ITT 15.1	Alternative Tenders **SHALL NOT BE CONSIDERED**.
ITT 15.2	Alternative times for completion **ARE EXPLICITLY NOT INVITED.**
ITT 15.3	Alternative technical solutions for specified parts of the service will be **allowed.**
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 ***One Hundred and Ninety-Six (196) days***.
ITT 21.1	A Tender- securing Declaration **Shall be** required.

ITT 21.3(a)	The contract price **SHALL NOT BE ADJUSTED.** This Contract is Fixed Price Contract the
ITT 21.9(b) (ii)	The Procuring Entity shall declare the Tendered ineligible to be awarded a contract by the Procuring Entity for a period of **THE CURRENT TENDER**
ITT 22.1	In addition to the original of the Tender, the number of copies is **(I Copy)**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: The company letter head, The Name of the Company, The Full Name of the Person being Authorized to represent the Company,
D. Submission and Opening of Tenders	
ITT 24.1	For **Tender submission purposes** only, the Dully filled tenders and sealed will be addressed to: **The Vice Chancellor** **Dedan Kimathi University of Technology** **P.O. Box 657-10100 Nyeri.** Main Campus, Nyeri. Along the Nyeri- Nyahururu Road
ITT 24.1	The deadline for Tender submission is: ***Thursday 10th September*, 2026 at 11:00 am.** Tenderers **SHALL NOT** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender Opening shall take place on ***Thursday 10th September*, 2026** at ***11:00 am at The Tender Box situated at the Main Campus Ground Floor Entrance to the Resource Centre II .Thereafter proceed to the 2nd Floor Resource Centre II Dome***
ITT 27.1	The electronic Tender opening procedures **SHALL NOT BE ACCEPTED**
ITT 27.6	The Form of Tender and Priced Activity Schedule shall be initialed by the Tender opening Committee representatives of the Dedan Kimathi University of Technology conducting Tender opening.
E: Evaluation and Comparison of Tenders	
ITT 31.7	For Comparison Purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the (***insert "average" and "highest")*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and Comparison purposes

	SHALL STRICTLY BE KENYAN SHILLINGS
ITT 34.1	Margin of preference **IS NOT ALLOWED AS TENDER IS RESERVED FOR SPECIAL GROUPS**
ITT 34.2	The invitation to tender is extended to Dully Registered Enterprises owned and operated by the Women owned Enterprises dully Registered by the National Treasury
ITT 35.2(e)	Additional evaluation factors shall be …….
ITT 35.4	Tenderers shall be allowed to quoted separate prices for different lots (Lot I &LOT II contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
ITT 49.1	In the event of any dispute arising from the contract cannot be resolved amicably it shall be referred for resolution by an arbitrator.
ITT 50	The Procedures for making a Procurement- related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement -related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by quickest means available, that is either by hand delivery or email to: For the attention: **Prof. Eng. Peter. N. Muchiri EBS**, Title/Position: **Vice Chancellor** Procuring Entity: **Dedan Kimathi University of Technology** Email address: vc@dkut.ac.ke In summary, a procurement- related Complaint may challenge any of the following; (i) The terms of the Tender Documents: and (ii) The procuring Entity's decision to award the contract.

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.

1.3 Evaluation and contract award Criteria

Dedan Kimathi University of Technology 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) (ii)has been determined to be substantially responsive to the Tender Documents, and

(iii) (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

Dedan Kimathi University of Technology 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.

Preliminary Evaluation Criteria

NO	REQUIREMENTS	RESPONSIVENESS
MR1	Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format ;(i.e. 1,2, 3. n) Where n is the last page. Tender documents MUST be properly bound. No loose documents will be accepted Bidders should return two copies of the tender documents "Original" and "Copy"	YES/NO
MR2	Attach a current and valid AGPO Certificate from the National Treasury for enterprises registered under the preferences and reservation regulations registered, ***Women Category Only***	YES/NO

MR2	Must submit a copy of Certificate of Incorporation /Registration	YES/NO
MR3	Must submit a Copy of Valid Tax Compliance Certificate Kenya Revenue Authority. ***The validity of the TCC shall be confirmed from KRA Tax Checker***	YES/NO
MR4	Must attach a copy VAT /Pin Certificate from the Kenya Revenue Authority	YES/NO
MR5	Must Provide Bank statements for the last Six (6) months in company's name certified by the issuing Bank.	YES/NO
MR4	Must Attach a Copy of Certificate of Confirmation of Directors and Shareholding (CR12) for limited companies by an advocate or ID card for Sole Proprietorships and Partnerships.	YES/NO
MR5	Must submit a duly filled, signed and stamped Tender Securing Declaration form in the form specified in the tender document	YES/NO
MR6	Dully filled, signed and stamped **Forms:** • *Form SD1- Self Declaration That the Person/Tenderer Is Not Debarred in The Matter of the Public Procurement and Asset Disposal Act 2015* • Form SD2-*Self Declaration That the Person/Tenderer Will Not Engage In Any Corrupt or Fraudulent Practice* • *Declaration form and Commitment to the Code of Ethics ijn the Format Provided* • *Form of Tender in the Format Provided format* • *Certificate of Independent Tender Determination* • *Tenderer Information Form in the Format provided* • *Confidential Business Questionnaire form in the Format provided* • *Litigation history form: Details of bidders' litigation history, including any PPRAB history by or against the bidder and the decisions made on the same. In case the bidder does not have any litigation history they should write a letter indicating the same.*	YES/NO
MR7	Must provide evidence of workers compensation insurance policy: • A Provide a current copy of Group Personal Accident Insurance Cover (GPA) of a minimum of 2,000,000.00 • Be WIBA Compliant – Provide a copy of Current Workers Injuries Benefit Insurance Cover Staff Policy as evidence of Kshs 2,000,000.00	YES/NO
MR9	Professional Indemnity Insurance Cover for University against theft and damage of property of minimum of Kshs.5,000,000	YES/NO
MR10	Must provide Valid NSSF Compliance Certificate and evidence of remittance of Employees Contributions for the last twelve (12) months. July 2025-July,2026	YES/NO
MR11	Must provide Valid Compliance Certificate from Social Health Authority (SHA). and evidence of remittance of Employee Contributions for the last twelve (12) months July 2025-July,2026	YES/NO

MR12	Proof of compliance with prevailing Labour laws in respect to minimum wage by submitting certified copies of payroll for the last one year and attach a current certified letter from the local Labour office. (from July 2025- July 2026), statutory remittances, protective clothing. Attach a duly certified letter from the local Labour Office.	YES/NO
MR13	Site visit form filled and signed by a DeKUT representative at the site for Tendering.	YES/NO
MR14	Proof of Valid Certificates of Good conduct from employee (at least 5 copies).	YES/NO
MR15	A Valid Pest Control License from the Pest Control Board to handle pesticides and carry out fumigation	YES/NO
MR16	Proof of running contract with similar scope in cleaning services in a similar Institution of Higher Learning either Public or Private. Must submit Four (4) letters of recommendation based on contracts that you have serviced in the last two years 2024 to 2025. Letters of reference from clients MUST include Names of the company/Organization, addresses and contact person and contract sum **which must be a minimum of 15,600,000.00 year per contract.**	YES/NO
MR17	Bidders to provide a written undertaking that they shall only use duly approved materials by Kenya Bureau of Standards for the following consumable materials: -e.g. air fresheners, tissues, detergents used, wash hand soaps etc. **N/B: The successful bidder shall be required to submit the samples prior to commencement of services**	YES/NO
MR18	Attach a Copy of a valid Business Permit / Trade license for the year 2026 issued by the relevant Government Agency	YES/NO
MR19	Provide a written declaration in company's letterhead duly signed and stamped that the service provider shall comply with all Labour laws and the minimum wage guidelines during the entire period of the contract as provided for in the Labour Institutions Act No. 12 of 2007 and the Regulation of Wages (General) (Amendment) Order, 2026 as follows; - (a) Monthly Wages for Nyeri ***Kshs. 16,650.95*** (b) House Allowance (15%) of the basic minimum monthly wage Kshs. 2,497.64 -***Total Wage Payable is Kshs. 19,148.60*** Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are • DeKUT requesting for a Tax Compliance certificates from KRA. • DeKUT requesting for a Compliance certificate from NHIF and NSSF. DeKUT inviting ministry of Labour to undertake compliance audit to the Contractor **NB:** ***Failure to meet this requirement during the contract period will be a ground for cancellation of the contract.***	YES/NO
MR20	A written declaration in company's letterhead signed and stamped that the service provider shall pay the salaries on time and there should be no complaints from your staff of delayed salaries. ***Indicate the Date of actual staff salaries payments.***	YES/NO
MR21	Provide a valid contractual liability insurance policy/fidelity guarantee (attach a valid Insurance Policy document) of at least 2,000,000.00.	YES/NO

MR22	Evidence of company physical address. Must Attach copies of title, lease or rental agreement and OSHA certificate	YES/NO
MR23	Must submit a Bidder Reference Check Format is as per the Bid Reference Check form provided in this tender document .The contracting manager/ organization must give a rating on your performance based on a scale of one (1) to ten (10) (one being the lowest and ten the highest) for each parameter as per the bid reference check form.	YES/NO

NB. All the documents MUST be provided for the tenderer to proceed to technical evaluation stage.

TECHNICAL REQUIREMENTS

No.	Description of Criteria	Bidder Requirement/Checklist	Max Scores
1.	Registration by SHA as an Employer	Provide the Certificate	2 Marks
2.	Registration by NSSF as an Employer	Provide the Certificate	2 Marks
3 .	Experience in performing Similar Assignments in the Last Five (5) Years	Provide recommendation letters from Four (4) clients in institutions of higher learning whom you provided cleaning services **2 Marks for each** (*With the Exemption of DeKUT)*	8 Marks
		Provide evidence of at least Four (4) contract documents or Local Purchase Orders (LPO's) from the clients above whom you provided cleaning services to **2 Marks for each** (*With the Exemption of DeKUT)*	8 Marks
4.	Cleaning Equipment and Accessories owned by the firm and to be directly assigned by the firm and to be assigned by DeKUT during the contract period	Provide details/list of Equipment to be used during the implementation of the Contract such as the *Hooving Machines, Scrubbing machines, Vacuum Cleaners, Squeezers, suckers* Equipment and accessories and explain how they will be used ***(Attach ownership evidence such as. receipts, delivery notes/invoices or lease and Photos- Not Downloaded Images)***	3 Marks
5.	Physical Facilities Provide details of a physical address – attach evidence	Details of Physical address and contacts with a copy of either tittle, lease agreement document or latest copy of utility bill	2 marks
6. 7.	Number of Cleaning Staff to be allocated to DeKUT	Minimum of Fifty-Five (55) cleaners with the cleaning tools and *Personal Protective clothing, uniforms, shoes, gloves etc. provided to staff* One (1) Site Mangers Three (3) Qualified Supervisors	5 Marks
8.	Attach current organizational structure indicating designations, names and responsibilities of respective office holders -	Attach company structure with details of Responsibilities and company profile	2 Marks

	2 marks		
9.	Detergents / Chemicals to be used for cleaning e.g. Detergents for floor cleaning, cleaning windows, Bleach, Toilet Cleaning liquid, Fumigation Chemicals etc.	Comprehensive List to be provided that must be approved by KEBS *List of Detergents, Chemicals, pesticides and appropriate consumables for contract performance*	3 Marks
10	Work Program /Operation Plan / Schedule of Cleaning	Provide a detailed work plan and methodology	1Marks
11.	Submit a Sample checklist for cleaning services for the different cleaning sites	• Offices and open working areas occupied by workstations and corridors that have tiles (2 Marks) • Lecture Rooms tiles that require to be cleaned (1 Marks) • Washrooms with tile floors and walls (1Mark) • Foot Paths with Terrazzo and other (1Mark) To be evaluated on the quality through demonstration of a measurable items that help in simplifying the management and supervision of the cleaning services	5 Marks
12.	Office Support Services	• Collect 10:00 am morning tea at the Staff Cafeteria. (2 Marks) • Collectingand cleaning crockery for serving tea (2 Marks) • All the staff once deployed will be expected to have a valid Food handlers' Medical certificate (2 Marks)	6 Marks
13.	NEMA license	• Provide Certificate	3 Marks
14.	Scores on Bid reference checklist (average score from the 2 referees as per the tender document)	Average of: 70 marks (10 marks will be awarded) 36-69 marks (5 marks will be awarded) 0-35 marks (0 mark will be awarded)	10 Marks
TOTAL			**60**

NB:

(a) The bidder quoting the lowest bidding price having attained 80% and above in the general score shall be ranked first and a score awarded relative to the other bidder's price quotations.

(b) The evaluation committee shall conduct due diligence to Authenticate the Statutory documents submitted by the bidders; ascertain the accuracy of the information (Documentation and experience) given in the tender documents and other information provided.

(c) Notwithstanding the lowest price as read out during tender opening as well as meeting the 80% pass mark. The results of the due diligence will determine the bidder to be awarded.

(d) Where a bidder is found to have provided documents are not Authentic/ Untrue information or Fraudulent information will be disqualified.

(e) The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY.

Stage 3 – Financial Evaluation

The responsive bidder(s) at Technical Evaluation will be considered for Financial Evaluation. At this stage, bidders who have passed Technical Evaluation will be checked against:

a) Arithmetical Errors: A bidder whose bid will have arithmetical errors shall be quantified and treated as stipulated in the Public Procurement and Asset Disposal Regulations 2020 section 74(2).

b) Price schedule: Must be fully filled, signed and stamped as indicated in the instructions to tenderers.

c) Form of tender: Must be correctly filled, signed and stamped with total contract sum both in figures and word by the Tenderer.

d) ***The Proposed Contract Pricing should be compliant with the fair employment laws and other practices bidder eligibility under section 55 of the Public Procurement and Asset Disposal Act,2015 in compliance with the PPRA Circular No.07/2023. Ref No. PPRA/6/5 VOL II (221) dated 27th October,2023***

i) **Due diligence/ Post-qualification**

Dedan Kimathi University of Technology may conduct due diligence on the best evaluated bidder prior to the Award as per the Public Procurement and Assets Disposal Act, 2015.

The University shall verify and determine to its satisfaction whether the tenderer that is selected as having submitted the best evaluated bid is responsive and qualified to perform the contract satisfactorily.

Due Diligence Evaluation Criteria & Bidder Client Check 40 Marks

No.	Aspect	Marks	Scores
	History of Non-Performing Contracts Bidder shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer in the last 3 years. The required information shall be furnished in the appropriate form. Due diligence will be carried out any failure to disclose will lead to disqualification.	10 Marks *No History of Non- Performing Contracts*	
	Compliance to Labour Requirements ▪ Timely Staff Payment Within the Minimum Wage of Region ▪ Timely Deductions and Remittance of Statutory Deductions e.g. Housing Levy, SHIF, NSSF	10 Marks *Full Compliance*	
	Litigation History There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3 years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer may result in rejection of the tender.	10 Marks *No adverse Litigation History*	
	The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the Cleaning cash flow of Kenya Shillings Fifteen Million Six Hundred Thousand (15,600,000) Annually. Minimum average annual Cleaning contracts turnover of Kenya Shillings Fifteen Million Six	10 Marks Evidence of satisfactory	

	Hundred Thousand Shillings only (15,600,000) Yearly equivalent calculated as total certified payments received for contracts in progress and/or completed within the last two *years*. At least Four contract(s) of a similar nature executed within Kenya, that have been satisfactorily and substantially completed as a prime contractor, each of yearly minimum value Kenya shillings Fifteen Million Six hundred Thousand Shillings Only (15,600,000) or Equivalent. The evaluation committee will visit client's premises to ascertain the information and access the bidder's performance standards.		
		Total Marks 40	

iii) Award Criteria

Dedan Kimathi University of Technology will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

i. Necessary qualifications, capability experience, services, equipment and facilities to provide Cleaning and Fumigation services at DeKUT main Campus.

ii. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

iii. Shall not be debarred from participating in public procurement.

iv. Satisfies all requirements of the Evaluation Criteria.

1. MARGIN OF PREFERENCE

Margin of Preference is Not Applicable in this tender.

6 Post qualification and Contract ward (ITT 39), more specifically,

a) This tender is subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the Cleaning cash flow of Kenya Shillings

Fifteen Million (15,000,000) Annually.

ii) Minimum average annual Cleaning contracts turnover of Kenya Shillings Thirteen Million (13,000,000) Yearly equivalent calculated as total certified payments received for contracts in progress and/or completed within the last Five *years*.

iii) At least Four contract(s) of a similar nature executed within Kenya, that have been satisfactorily and substantially completed as a prime contractor, each of yearly minimum value Kenya shillings Thirteen Million (13,000,000).Equivalent. The evaluation committee will visit client's premises to ascertain the information and access the bidder's performance standards.

iv) Contractor's Representative and Key Personnel, which are specified as: at least Two Management staff, at least two supervisory staff and at least eight other staff and their CV's, roles and responsibilities and the organizational structure.

v) Contractors' key equipment listed on the table "Contractor's Equipment" below and more specifically
listed as

- *The Hooving Machines, Scrubbing machines, Vacuum Cleaners, Squeezers, suckers etc. Proof of ownership either by purchase e.g. receipts, delivery notes/invoices or lease*
- *List of Detergents, Chemicals, pesticides and appropriate consumables for contract performance that are approved by KEBS*
- *Personal Protective clothing, uniforms, shoes, gloves etc. provided to staff*

Other conditions to be full filed

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last Five years. The required information shall be furnished in the appropriate form. Failure to Disclose or disclosure of false information is a grounds for Disqualification

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form. Failure to Disclose or disclosure of false information is a grounds for Disqualification.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last Five years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. Failure to Disclose or disclosure of false information is a grounds for Disqualification.

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 Tender 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.: DeKUT/ONT/PC&FS/016/2026-2029

Alternative No.: Not Applicable in This Tender

To: Dedan Kimathi University of Technology

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 Dedan Kimathi University of Technology 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 inconformity with the tendering document of the following: [*N/A)*];

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: ***Option 1 applicable***

Option1, in case of one lot: Total price is:_____

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*];(**N/A)**

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: Kshs…….

ii) The exact method of calculations to determine the net price after application of

discounts is shown below: (**indicate how you calculate your tender sum)**

g) **Tender Validity Period:** Our Tender shall be valid for the period of 120 days from the date fixed for the Tender submission deadline 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) a s 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 4.7*];

g) **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.

l) **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;

m) **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 1- 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 (*postal and physical addresses, email, and telephone number*) 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 (*postal and physical addresses, email, and telephone number*) 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 _____

© **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	ation in the ring 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with 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 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 specifiedin 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 such 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 tenders]* 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, a s 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 SD1

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…….....
.....

iv) APPENDIX 1-FRAUD AND CORRUPTION

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 1.1above.

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 be low 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 sub-section 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 a warding 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 he Dedan Kimathi University of Technology of the benefits of free and open competition.

c) Rejects a proposal for award[1] 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;

d) 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 sand Regulations;

e) 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 inspect[2] 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.

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.

*)

TENDER-SECURING DECLARATION FORM

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

FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel. **(Attach supporting evidence)**

Name of Tenderer		
Position [#1]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Jobtitle:	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**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

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:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

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):

_____

FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name:_____ Date:_____ JV Member's Name_____ ITT No. and title:___

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]*specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
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]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

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

D No Litigation History in accordance with Section Ill, Evaluation and Qualification Criteria, Sub-Factor 2.4. **D** 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)**
[insert year}	*[insert percentage}*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name}* Address of Procuring Entity: *[insert street/city/country* Matter in dispute: *[indicate main issues in dispute}* Party who initiated the dispute: *[indicate " Procuring Entity" or "Contractor"}* Reason(s) for Litigation and award decision *[indicate main reason(s)}*	*[insert amount}*

ources of Finance

Financial documents (Attach Evidence – Audited financial statements for last three financial years

The Tenderer and its parties shall provide copies of financial statements for_____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1. 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 statements[1] for the_____years required above; and complying with the requirements

16 FORM FIN–3.4:

Current Contract Commitments / Works in Progress (Attach evidence)

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.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Valueof Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

14. FORM FIN – 3.2:

WORK SCHEDULES AND SPECIFICATIONS
(LOT ONE CLEANING SERVICES)

No	Location	Area	Description	Type of surface	No of Staff	
1	Old Administration Block	Ground floor	4 school of business offices 1 computer lab and office of the technician	PVC floor tiles	1	
		1st floor	• 5 ITPS Offices • 1 School of Business office • 1 office for Timetabler • 1 office for technician And 1 computer lab • 1 ladies and gents • Corridors and stairs from ground floor towards the 2nd floor	PVC tiles PVC floor Terrazzo floor		
		2nd floor	• 7 School of Business offices Corridor • 1 boardroom • 1 gent/changing room	PVC tiles Terrazzo floor PVC tiles Terrazzo		
		Around the old ADM,	Veranda around the SOB facility Drainage from SOB towards Nyandarua hostel 1 big lecture room (old mess) SOB Parking	Concrete screed	1	
				Cabro		

2	Freedom Hall	Ground floor	• 2 Ladies /2 bathrooms • 2 gents 2 bathrooms • VIP changing room with a toilet • 2 offices gender/film hub room • 1 big office (Science Park) • Verandas from entrance towards the hall • Veranda Around the hall and drainage • Basement	Granite tiles	1	

14. FORM FIN – 3.2:

			• Ramp from exit facing the leather workshop toward 2nd floor • **Rear side Exit facing the car wash** 5 ladies /4 sinks 4 gents/1 urinal(trough) 1 PWD • 2 wings Stairs from ground floor towards 2nd floor • Grills around the hall		
		1st floor	3 offices/stairs (2 CIEM and 1 for School of Business, near the entrance to Science Park offices)	Granite floor	
		2nd floor	• 11 offices • 1 ICT control room • Ladies 6 • Gents 5 / urinals 4 • 1 PWD • 1 long Corridor from Fh2-8 to FH2- 1 and veranda • Terraces facing car wash • Timber Balcony	Granite floor tiles **Mezzanine floor** Granite floor Terrazzo floor	
		3rd floor	1 office Boardroom for chaplaincy Stairs		
3	Fashion and Design Workshop		• 2 offices • 3 stores • 2 Leather workshop • 1 veranda from mosque towards the housekeeper's office	Cement screed	1

4	BCW		2 electrical workshops 2 stores 2 offices/corridor • 2 computer labs/office and corridor • 1ITPS Office/ store • 1 detergent plant and 1 office, • 1 verandah from detergent plant toward the electrical workshop. • Veranda behind the maintenance workshop	Cement screed Slab paving Granite tiles	
			• 8 medium Lecture room • 2 large lecture rooms And verandas		1

6	Maankuli Block	1st floor	1 terraces /drainage and grills behind the DEHUB IToHM Production area with 2 sinks 1 terraces /drainage and grills outside the production area IToHM Service area with 2 sinks 1 terraces /drainage and 1 ladies 1 gents/urinal • IToHM food /equipment stores/cashier office • 1 big Drawing room, 2 sinks 1 terraces /drainage with grills • Corridor from deHUB towards the IToHM service area	Granite floor tiles Granite Cement screed Granite floor tiles Cement screed Cement screed Granite floor tiles Granite tiles Granite floor tiles Cement screed Wooden floor	1

14. FORM FIN – 3.2:

		Ground floor	• 1 big Student mess with window panes all round • Sinks.9 • Cashier office • Stairs from ground floor towards 1st floor from new mess /grills • Veranda in front of the mess • 21 Mess shades with fixed tables and screed flooring paving slabs connecting the shades	Granite floor tiles Granite tiles Cement screed ''	1
		Student Welfare Directorate	• 10 offices • Boardroom • Ladies • Gents /2 urinals • 1 PWD • Stores • Financial Aid Office • Corridors • Verandas around the facility • Stairs from ground floor towards the mess and from ground floor	Granite tiles Cabro Cement creed Cement screed /cabro	1

			• Ramp from Nyandarua entrance towards welfare entrance • Drainage near the welfare parking bay • Parking and drainages DeHUB offices 2 ladies 1 gents/ urinal		
7	Coffee Lab Block	Coffee Lab	• Coffee lab 1 room /office/washroom • Roasting room • Technician store • Veranda around the coffee lab • Food science workshop next to old kitchen and office and stores • Catering gazebos	Ceramic tiles Concrete slabs	1
		Security office	• 1 office and veranda	Ceramic tiles	

8	Medical department		***Inside the medical facility*** • Reception • Pharmacy • Laboratory and office • Records office • 4 Consultation rooms. • 2 Dressing rooms • 1 ladies and gents • Corridors • verandas around the medical facility ***Outside washrooms*** • Ladies 3 • Gents 2 and 1 urinal • Veranda outside the washrooms • Walkway from new mess towards medical	Ceramic tiles Paving slabs	2
9	Hostels and Students' Center	Hostel 87 Has 2 wings A&B	• toilets • bathrooms • 2 urinals (trough) • Sinks 8 • 26 rooms and corridors • Veranda /drainage around the hostel • Gate B Washrooms 1 toilet ,office and verandas Outside sinks Sweep from gate B towards medical centre	Terrazzo flooring and walls Ceramic floor tiles Cement smooth /rough screed	1
		Hostel 84 Has 2 wings	• 4 toilets • 1 PWD washroom • 6 bathrooms • Sinks • 1 trough urinal • 12 rooms • Corridor • Veranda around the hostel • Film hub, sound room • Corridor from film hub towards the freedom hall main door.	Terrazzo flooring Terrazzo flooring Terrazzo floor Ceramic tiles on the walls Ceramic floor/walls tiles Granite tiles Cement screed	1

14. FORM FIN – 3.2:

		Mt Kenya hostel Has 2 wings	• 6 Asian toilets • 6 bathrooms • 1 urinal trough • 4 sinks • 24 rooms • Corridors • Veranda around the hostel and the entrance • Clean computer lab 2 • Clean freedom hall in the morning	Terrazzo floors/ceramic wall tiles Ceramic tiles Terrazzo Granite floors Granite floors Cement screed	1
		Nyandarua Hostel Has 2 wings	• 24 rooms • 6 Asian toilets • 6 bathrooms • 1 trough urinal • 4 sinks • Corridors • Veranda around the hostel and the entrance • Clean freedom hall in the morning	Granite floor tiles Terrazzo floors/ceramic tiles ‘’ Ceramic tiles Terrazzo finishing Granite floor tiles Cement screed	1
		Student Center	• 1 hall • 3 ladies • 3 gents • 1trough urinal • Corridor • Veranda behind and entrance clean mabati gazebos with fixed tables and screed flooring	Granite tiles Granite floor tiles/ceramic wall tiles Ceramic tiles Granite floor tiles Cement creed	1
		Batian Ladies Hostel Has 2 wings - A and B	• 36 rooms • 16 Asian toilets and 1 PWD • 18 bathrooms 2 Outside Wash-up area • Sinks • Corridors • Veranda around the hostel and entrance Red oxide floor Cement Screed floor Cement Screed floor Cement screed floor Cement screed floor Red oxide floor Drainage around the hostel both wings and from the outside wash up area towards the fence Cement screed		1

10	Field washrooms Mess washrooms BCW Washrooms Freedom hall exit facing car wash		• 6 ladies' toilets • 1 PWD Ladies • 6 bathrooms • Changing rooms 3 room • Gents 6 toilets and bathrooms • PWD 1 gent • Changing rooms 3 • Veranda around the facility 3 Gents,3 urinals,1 PWD 3 Ladies 5ladies 1 PWD 3 Gents 3 urinals 1 PWD 5ladies 2 Gents 1 trough urinal	Ceramic floor/walls Ceramic floor/	2 ‘’
	Resource Center 1	Basement Ground floor	2 Student finance office with 2 rooms 1 Transport office 1 small corridor • 1 Security offices • 3 Audit offices • 1Marketing office - • 1PR Office – • Reception area • 3 ladies • 1 PWD	Granite tiles	1
		Ground floor	Veranda /staircasing 4Medium labs 4stores/offices Corridors Veranda from Resource 1 towards resource 111 basement Drainage from Resource 11 towards Resource 1 2 large lecture rooms 4 medium lecture rooms	Slab paving Granite tiles Granite /linoleum Cement screed Granite Granite tiles	1

14. FORM FIN – 3.2:

			• 3 gents(1st floor) • 3/urinal • 3 gents/urinal ground floor) • Corridor from entrance toward the exit • Corridor between the lecture rooms • Ramp from Resource Center 1 entrance towards 2 engineering computer lab 2nd floor • Veranda connecting Resource Center I and Resource Center II Drainage from Resource Center II towards Resource Center I and Student Finance office	Granite tiles Granite floor Terrazzo floor finishing	1 1

		2nd Floor	• Large library with 4 offices • 3 ladies washrooms • 3 gents washrooms/3 urinals • 1 PWD washrooms • 1 big lecure room next to the library	Granite floor finish	1
			• 2 Engineering Computer Labs • Corridor • Veranda behind Library • Terrace area (open space) at the library entrance • Nyaana Dome • Baggage area •	Terrazzo floor	1
		Other Outdoor areas	Burst area monument for Kimathi/Mandela 10th years anniversary monument	Cement screed/slabs tiles Granite tiles	

11	Resource Centre II	Ground floor	• 6 Ladies washrooms • 6 Gents washrooms • 6 urinals in the gents washrooms • 2 P.W.D toilets • 2 medium sized lecture rooms • 2 large labs • 11 offices (finance dept) • 6 offices(procurement dep) • 4 offices (nursing dep) • 1 large corridor • 1 large verandah behind and in front • Medium sized court yard • 2-winged stair cases • 1Kitchenette/water point	Granite floor finish	1
		1st floor	• 6 Ladies washrooms • 6 Gents washrooms • 6 urinals in the gents washrooms • 2 P.W.D toilets • 2 large lecture rooms • 2 medium sized lecture rooms • 16 offices • 1 long corridor • 1 long veranda • 1 kitchenette /water point	Granite floor finish	
		2nd floor	• 6 ladies • 6 gents • 6 urinals • 2 pwd • 1 water point/kitchenette • Lenana dome /kitchenette • 10 computer science offices • 3 IT offices • 2 computer labs large • 1 post graduate room	Granite floor tiles	

			• 1 long corridor • 1 veranda behind		

14. FORM FIN – 3.2:

12	Resource Centre III **Rectangular and Small Circle (Nelion Dome)**	Basement	• 4 medium sized offices (ICT) • 2 software development • 1 biomass • 1 energy • 2 artificial dev • 2 ladies washrooms • 2 gent's washrooms • 2 urinals • 1 corridor • 1 veranda	Ceramic flooring	
		Ground floor	• 6 offices in rectangular area • 6 offices in circular area (IFBT) • 2ladies washrooms • 2 gents washrooms, 2 urinal • 1 long corridor • 2 large lecture rooms RC 15 and 16 • 1 small verandas connecting resource Center 1 first floor • 1 long veranda behind the offices	Ceramic flooring Terrazzo /ceramic Terrazzo floor finish Ceramic tiles	
		1st floor	• 6 offices in rectangular area: School of Science- 3, IToHM -3 • 6 offices in circular area: IToHM- 4, IGS-2 • 2 large lecture rooms (17 and 18) • 2 ladies washrooms • 2 gents washrooms • 2 urinals • 1 verandah connecting the library • Corridor between lecture rooms and offices)	Ceramic floor Terrazzo /ceramic Ceramic floor	
		2nd Floor	• 6 offices in rectangular area GGReS- 3,Post Graduate- 3 • 5 offices in circular area (IGGReS) and International office • 2 lecture rooms RC 19 and 20 • 2 ladies washrooms • 2 gents washrooms • 2 urinals • 1 long corridor • 1 long veranda	Ceramic flooring Ceramic flooring Terrazzo	

		3rd Floor	• 6 offices in rectangular area • Nelion dome • 5 ladies washrooms • 5 gents washrooms • 6 urinals	Ceramic flooring Ceramic tiles	1
			• 1 P.W.D washroom • 1 kitchenette • 1 changing room • Long corridor • Veranda connecting RC3 Circular	Terrazzo floor finish	
13	Resource Centre III **Big Circle/ Batian Dome**	Basement	2 labs electrical and mechatronic 2 stores library 1 long veranda/drainage • Stairs	Ceramic floor finish Slab paving	
		Ground Floor	**DVC AA&R** • 3 large sized offices with toilets • 1 large office • 1 security office • 1 Registry office • Reception area /has display area • 4 offices • 3 ladies washrooms • 2 gents washrooms • 2 urinals • 1 PWD • 1 kitchenette • 1 water point • 2 small rooms(lift) • Corridors from the entrance towards the parking • Main entrance with stairs cases facing graduation square. • Glass doors • Display in void area glass area	Ceramic floor finish	1

14. FORM FIN – 3.2:

		1st Floor	3 lecture rooms Gown room 1 IToHM office • 2 small stores PRO • 1 KITCHENEETE 3 ladies washrooms • 2 gents washrooms • 2 urinals • 1PWD • 1 water point • 1 corridor between the lecture rooms and offices • 1 verandah behind lecture rooms	Ceramic floor finish	1
		2nd Floor	• 2 lecture rooms • 1 office for graduate assistant • 1 office food science • 3ladies washroom	Ceramic floor finish	1

			• 2 gents washrooms • 2 urinals • 1 P.W.D washroom • 1 water point • 2 lift rooms • Corridors connecting rooms • 1 veranda behind the lecture rooms • 1 kitchenette		

		3rd floor	• Batian Library with a display in void area • 3 Ladies • 2 gents • 2 urinals • 1 PWD • 1kitchenette • 1waterpoint • 1 corridor connecting the lift and the washrooms • Wooden Stairs from ground floor towards 3rd floor • Ceramic stairs from basement toward 3rd floor • Roofed walkways connecting resource 1,2 and 3 • Walkway connecting Resource II and ADMATC road • Verandas /Drainages connecting Resource 1,2 and 3 • Parking	Ceramic flooring Ceramic tiles Wooden floor Ceramic flooring Terrazzo flooring Terrazzo floor Slab paving/cement screed	1
14	Ardhi Block		• 1 lecture room • 1 lab • 1 kitchenette • 8 offices • ladies washroom • gents • 4 urinals • 4 bathrooms • 1 P.W.D washroom • 1 corridor • 1 verandah around the facility /drainage	Granite tiles Cement screed Ceramic tiles flooring Ceramic tiles Slab paving	1
	ADMATC		• 1 spacious machine workshop and • 2 medium sized workshop • 5 offices/stores • 4 ladies and 4 bathrooms • 4 Gents 4 bathrooms	Cement screed flooring Granite flooring Cement screed	2

14. FORM FIN – 3.2:

				Granite flooring	
			• 4 urinals • 1 P.W.D washroom • Corridors • 1 verandah /drainage surrounding the facility	Slab paving	
15	Water Lab /Tana block		• 2 medium labs • 2 offices ,2 stores • Corridors • Veranda surrounding the facility /drainage • Stairs from water lab towards the admatc •	Cement screed flooring Ceramic flooring tiles Slab paving /stone paving Terrazzo floor	
16	Satima Academic Block	Ground floor	• Entrance • Reception • 4 offices (deans offices) • 9 COD rooms • 1 small corridor • 3 ladies washroom • 3 gent's washrooms • 3urinals • 1 P.W.D • 1 water point • 1 long corridor from the two exits • 1 communication lab/exam room • 1 post graduate room • 1 lecturer room • 1 Physical chemistry lab • 1Exam office • 1 lecture office • 2 ladies • 2gents • 3 urinals • 2 Mechatronic lab • Entrance from behind	Granite flooring Ceramic tiles Granite flooring '' '' Granite floor Granite floor Granite floor Epoxy floor Ceramic floor Ceramic tiles	6

			the facility /reception • 3 ladies • 3 gents • 3 urinals • 1 long corridor • 1Wet lab chemistry/store • 1Technologist office • Satima academic Auditorium • Court yard /lobby **Delitohm** • Kitchen • Restaurant • Washrooms 2 ladies,2 gents • 2 bathrooms Corridors • Ramp from ground floor • towards 2nd floor	Ceramic tiles (rough)	
		1st Floor area	• 11 ladies washrooms • 11 Gents washrooms • 11 urinals • 1 P.W.D • 2 Water points • 4 lecture rooms • 6 Offices • Post graduate chemistry lab • 1 Geology lab • 1 Microscopic lab/store • 1 Virtual reality lab /store • 1 analytical chemistry lab/store • 1 corridor connecting the rooms and the entrances • 1 security offices	Ceramic tiles flooring Granite flooring Cement screed	2

14. FORM FIN – 3.2:

		2nd Floor area	• 8 ladies washrooms • 8 Gents washrooms • 8 urinals • 1 P.W.D • 2 Water points • 1 large lecture room A2 • Siemens training centre/store • 1 office siemens • 1 circuit analysis lab • 1 electronic lab/store • 1 Polymer lab • 1 centre for development of electronic devices • 1Micro teaching lab • 1 computer lab • 1 Nutrition and dietics lab • 1 Food chemistry lab • 1 Satima dome /lecture room • 1 Studio room • Legal registry store • B 12 has 4 rooms with a toilet inside • 4 offices for technologist • 1 store for reagent • Corridor around 2nd floor rooms	Ceramic floor finish Granite floors	2
17	Munyeni Ablution Block		• 1 walkway around the washrooms and from cafeteria towards Dekutes shop • 4 Gents washrooms • 6 urinals • 7 ladies washrooms • Main procurement store	Stone paving walkways Ceramic flooring Cement screed	1
18	Staff cafeteria		• 1 hall • ladies/2 gents • Veranda around the cafeteria and from cafeteria towards munyeni store	Terrazzo floor Terrazzo floor Cement creed	

19	Gate A		• 2 offices • Washrooms • Sinks • Veranda around the facility • Walkway from the main road towards DeKUTES shop	Granite tiles Slab paving Cabro	
20	Parking	Southern Side	• Resource Center I • Resource Center III • ADMATC • Academic Block (frontage and next to Ardhi Block	Cabros	2
		Northern Side	Old Admin/ Freedom Hall Directorate of Student Welfare	Cabros	
21	Walk ways, pavements and roads		• ADMATC road connecting from tarmac road to Satima Academic Block and semiconductor road ,has drainages and slab paving • Walkway from resource 1 parking past DEKUTES shop, has drainages • Walkway Resource 1 towards the Gate C • Walkway from Old Admin towards medical • Road from Gate B towards the Medical Centre • Road from round about towards the field washrooms • Walkway from Freedom Hall towards the Hostel 87 • Walkway from Old Admin towards the Maintenance Workshop	Cabros /slab pavings Stone paving Cabros Slabs pavings Carbro Rough concrete Slab paving	3
22	Garbage collection and disposal		• Garbage collection within all areas covered by scope and disposal only at the designated areas		All cleaners
23	Basic Items		• Storage tanks Blue- 120 litres-6pcs • Swing Bins - 35 pcs • Cleaning Signages- • Hosepipe 50 mtrs - 6 pcs • Enough Brushes- C3 Soft &		

14. FORM FIN – 3.2:

			C4 Hard Brushes Durable		
24	Conservancy		• Ladies 4 toilets • 1 big conference Hall with canvas roof	PVC floor Wooden floor	1

PRICE SCHEDULE SUMMARY LOT II: CLEANING SERVICES

No.	**Item**	**COST PER MONTH (KSHS.)**	**COST PER YEAR (KSHS.)**
1.	Comprehensive Cleaning Services ***(Cost per month) Old Administration Block***		
2.	Comprehensive Cleaning Services ***(Cost per month) Freedom Hall***		
3.	Comprehensive Cleaning Services ***(Cost per month)*** Fashion and Design Workshop		
4.	Comprehensive Cleaning Services ***(Cost per month) BCW***		
5.	Comprehensive Cleaning Services ***(Give total cost per month)*** Food Science Workshop/ Old Mess		
6.	Comprehensive Cleaning Services ***(Give total cost per month)*** Maankuli Block		
7.	Comprehensive Cleaning Services ***(Give total per month)*** Coffee Lab Block		
8.	Comprehensive Cleaning Services ***(Give total Cost per month)*** Medical department		
9.	Comprehensive Cleaning Services ***(Give total Cost per month) Ardhi Block***		
10.	Comprehensive Cleaning Services ***(Give total Costs per month)*** Hostels and Students' Center		

11.	Comprehensive Cleaning Services ***(Give total Cost month)*** Field washrooms		
12.	Comprehensive Cleaning Services ***(Give total Cost month)*** Resource Center 1		
13.	Comprehensive Cleaning Services ***(Give total Cost month)*** Resource Centre II		
14.	Comprehensive Cleaning Services ***(Give total Cost month)*** Resource Centre III		
15.	Comprehensive Cleaning Services ***(Give total Cost month)*** Ardhi Block		
16.	Comprehensive Cleaning Services ***(Give total Cost month)*** ADMATC		
17.	Comprehensive Cleaning Services ***(Give total Cost month)*** Water Lab /Tana block		
18.	Comprehensive Cleaning Services ***(Give total Cost month)*** Satima Academic Block		
19.	Comprehensive Cleaning Services ***(Give total Cost month)*** Munyeni Ablution Block		
20.	Comprehensive Cleaning Services ***(Give total Cost month)*** Staff cafeteria		
21.	Comprehensive Cleaning Services ***(Give total Cost month)*** Gate A		
22.	Comprehensive Cleaning Services ***(Give total Cost month)*** Gate B		
23.	Comprehensive Cleaning Services ***(Give total Cost month)*** Parking		
24.	Comprehensive Cleaning Services ***(Give total Cost month)*** Walk ways, pavements and roads		
25.	Comprehensive Cleaning Services ***(Give total Cost month)*** Garbage collection and disposal		

14. FORM FIN – 3.2:

	SUB TOTAL		
	PPRA Levy @ 0.003%		
	VAT@16%		
	TOTAL COSTS PER MONTH		

PRICED: CONSUMABLES

PRICE SCHEDULE SUMMARY

NO.	Item	COST PER MONTH (KSHS.)
1.	Quality White Toilet Paper – 40 bales per month	
2.	Hand wash liquid soap Blue color 250 ml (not cleaning detergent) = 60 liters per month for all designated washrooms areas *KEBS Approved will be tested by the client from time to time*	
3.	Toilet cleaning materials per month: Harpic 500 ml 2 cartons of 12pcs/ month = 24 pcs Jik or Equivalent Bleach White 750 ml 2 Cartoons = 24pcs	
4.	Scouring powder KEBS approved– 10 cartons x 24pcs = 240 pcs Per month	
5.	Scouring pads - 3 cartons of 144 pcs each = 432 pcs per month	
6.	Steel wool - 1 bale/ month = 40 pcs	
7.	Hand brushes for cleaning the hostel sinks 2 cartons of 24 pcs = 48 pcs	
8.	Toilet Brushes with Holders-=355 pcs	
9.	Window cleaners (Topex or its equivalent) 3 cartons of 12 pcs = 36 pcs	
10.	Enough soft brooms C3 for each cleaner and replacements minimum 70 pcs	
11.	Enough scrubbing brushes C4 for every cleaner and replacements minimum 70 pcs	
12.	Enough cleaning detergent - 60 jelicans of 20 litres per month =1, 200 Litres per month *KEBS Approved will be tested by the client from time to time*	
13.	Disinfectant soap to clean the washrooms - 40 liters per week x 4 total= 160 litres	
14.	Bleach jik colours for linens - 10 liters per month	

15.	Bleach for cleaning the Medical Centre - 5 Litres per month	
16.	Soap for laundry preferably toss blue 10kg per month	
	SUB TOTAL	
	PPRA Levy @ 0.003%	
	VAT@16%	
	TOTAL COSTS PER MONTH	

LOT II: FUMIGATION SERVICES

PRICE SCHEDULE SUMMARY

NO.	Item	COST PER MONTH (KSHS.)	COST PER QUARTER (KSHS.)
I.	Fumigation of Hostels, Catering and offices on a need basis Quarterly basis. Includes the costs of any chemicals used and Labour for the Exercise		
	SUB TOTAL		
	VAT@16%		
	TOTAL COSTS PER MONTH (VAT INCLUSIVE)		

Breakdown of Financial Proposal

S. No	Description	Cost per Month in Kshs.	Cost per year in Kshs.
1.	Gross Salaries 55 Cleaning Staff 3 Supervisors 1 Site Manager		
2.	Fumigation of Hostels, Catering and offices		
3.	Cost of Cleaning Materials and Other Consumables ***This will be compared to market Prices***		
4.	Administration, Operations and Insurance Cost ***(this must be broken down in details***)		
5.	0.003% PPRA Levy		
6.	VAT@16%		
7.	Reasonable Profits		
	TOTAL COSTS		

NB: The total costs per year shall be transferred to the form of tender. Pursuant to Section 74 (2) of the Public Procurement and Asset Disposal Regulations, 2020; 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 nonresponsive.

1. Work Plan

The following should be included in the work plan:

2. Daily duty Procedure
3. Number of zones identified
4. Number of staff allocated to each zone of assignment
5. Waste handling procedure

4 FORM OF TENDER-SECURING DECLARATION

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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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

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 Dedan Kimathi University of Technology and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause8.2 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology under this Contract;

m) "Party" means Dedan Kimathi University of Technology 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-Clauses3.5and4;

u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

v) "Project Manager" shall the person appointed by Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 a 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand 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, interalia, 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

1.2.1 Program

Before commencement of the Services, the Service Provider shall submit to Dedan Kimathi University of Technology 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-Clause3.8. 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) Dedan Kimathi University of Technology may incur in implementing the value engineering proposal; and

c) A description of any effect(s)of the change on performance/functionality.

Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 with in 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

Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology may have subsequently approved in writing;

b) if the Service Provider become 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 Dedan Kimathi University of Technology has engaged in Fraud and Corruption, as defined in paragraph2.2a. Of Attachment1 to the GCC, in competing for or in executing the Contract.

Notwithstanding the above the University shall negotiate with the Service provider and come to a mutual agreement to terminate and pay any outstanding bills after the termination.

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 Dedan Kimathi University of Technology 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.

Notwithstanding the above the Service Provider shall negotiate with the University and come to a mutual agreement to terminate and payment made of any outstanding bills after the termination.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, Dedan Kimathi University of Technology 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 ContractortheServices,andtheServiceProvidershallnotacceptfortheir 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 bed is qualified 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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.** Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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-Clause7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to Dedan Kimathi University of Technology 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

Dedan Kimathi University of Technology requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. Dedan Kimathi University of Technology 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 Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

a) Except as Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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

Dedan Kimathi University of Technology 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

Dedan Kimathi University of Technology 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- Clauses2.4and6.3.

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 asset 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:*(corrected tender price–tender price)/tender price X100*.

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 Dedan Kimathi University of Technology specifying the amount due.

6.5 Interest on Delayed Payments

If Dedan Kimathi University of Technology 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 fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\, Lmc / Loc + C\, Imc / Ioc}$$

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

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc 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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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 Dedan Kimathi University of Technology has given written instructions in advance for additional services to be paid in that way.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 Dedan Kimathi University of Technology representative as indicated in Sub-Clause1.6 within two days of the Services being performed.

6.7.2 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by Dedan Kimathi University of Technology shall be as **indicated in the SCC.** Dedan Kimathi University of Technology 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. Dedan Kimathi University of Technology may instruct the Service Provider to search for a Defect and to uncover and test any service that Dedan Kimathi University of Technology considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

a) Dedan Kimathi University of Technology 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, Dedan Kimathi University of Technology 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 28days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and Dedan Kimathi University of Technology shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clauses hall 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 s 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 been titled to payment for such part of the claim as he has be enable to substantiate.

8.1.9 If the Project Manager does not respond within the time framed fined 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 withSub-Clause8.2 [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 Contract or 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) Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance 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 Dedan Kimathi University of Technology and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dis satisfaction 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 maybe on the construction of this Contractor 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 been titled 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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology and the Service Provider. In case of disagreement between Dedan Kimathi University of Technology and the Service Provider, within 30days, 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 Dedan Kimathi University of Technology and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within28 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.

WORK SCHEDULES AND SPECIFICATIONS

1. **OFFICES IN THE ADMINISTRATION BLOCKS (OLD ADMIN, RESOURCE PHASES I, II, III & ACADEMIC BLOCK (ALL THE OFFICES AND WORK STATIONS)**
   - High dusting of the facilities to be carried out once in a week.
   - Cleaning of all the facility windows /walls to be done once per week and when need arises
   - Damp dusting of chairs, tables, walls, furniture, shelves to be done daily and when needs arises and arrange the rooms accordingly.
   - Daily cleaning of floor according to the finish, use of scrubbing brushes is recommended to ensure the floors are not stained. Rinsing using clean water is recommended to avoid sticky marks
   - Door mats and mud scrappers must be free of dust and mud, must be swept/wiped at least twice in a day.
   - Washrooms should be cleaned at least 4 times in a day or when need arises mostly those washrooms where there are many users e.g. in the Freedom Hall exit. Use of bleach like Jik or its equivalent, scouring powders and toilet cleaners is recommended to avoid infections. Use of checklists is recommended.
   - Hand wash soap should be provided in all the washrooms, sinks and in all designated areas.
   - Floors should be cleaned according to the floor finishes.

2 **HALLS/AUDITORIUM/LECTURE ROOMS**
   - Damp dusting of walls, furniture, shelves to be carried out daily
   - Should be high dusted to remove cobwebs a least once per week.
   - Daily cleaning of all the floors staircases, corridors, ramps, doors. And weekly scrubbing of the floors is recommended.
   - Arranging furniture daily immediately after cleaning is a must leave the rooms well arranged
   - High dusting and window cleaning to be carried out weekly.
   - Washroom to be cleaned daily using detergent and disinfectant, repeat cleaning at least 4 times or as need arises

3 **WORKSHOPS/COMPUTER LABS, FOOD SCIENCE, ELECTRICAL (ALL THE LABS)**
   - these facilities should be cleaned in the presence of the technician/technologist
   - Should be high dusted at least weekly.
   - Cleaning of windows should be carried out at least once per week.
   - Damp dusting and arrangement of furniture should be done daily.
   - Floor scrubbing should be done daily and waste paper baskets should be provided to avoid littering and emptied daily and bins to be cleaned daily.
   - Walls and skirting to be cleaned at least twice per week
   - Special general cleaning of tuition rooms/areas should to be carried out over the weekend

- Floors should be cleaned according to the floor finishes; general cleaning should be carried out by scrubbing the floors using the scrubbing machines or scrubbing brushes once in a week.

4 BATIAN/ MAIN LIBRARY

- High dusting of the building to be carried out weekly to remove cobwebs
- Cleaning of the facilities Windows to be done once per week or when need arise
- Damp dusting of walls, Furniture, seats, book shelves to be carried out daily.
- Washrooms should be cleaned daily and disinfected, use of approved toilet cleaners like harpic or its equivalent is recommended, frequent check is recommended at least 4 times in a day or when need arises. Use of checklist in all the washrooms is recommended
- Scrubbing cleaning of the floor using the right cleaning agent is recommended, stairs and ramps should be carried out daily.

5 BOARDROOMS/ DOMES

- High dusting to remove cobwebs should be carried out frequently.
- Damp dusting of furniture, office wall, seats, shelves should be carried out daily.
- Cleaning of windows to be done at least once per week.
- Arranging of furniture in the domes and boardrooms should be carried out daily. And the tables dressed when there is a function/event.
- Scrubbing of floor using the correct equipment and materials should be done daily.

6 LECTURE ROOMS/AUDITORIUM/HALLS/WORKSHOPS/COMPUTER LABS, FOOD SCIENCE, ALL THE LABS

- Should be high dusted at least weekly.
- Cleaning of windows should be carried out at least once per week.
- Damp dusting and arrangement of furniture should be done daily.
- Floor scrubbing should be done daily and waste paper baskets should be provided to avoid littering and emptied daily.
- Walls and skirting to be cleaned at least twice per week
- Special cleaning of lecture rooms to be carried out over the weekend
- Floors should be cleaned according to the floor finishes; general cleaning should be carried out by scrubbing the floors using the scrubbing machines.

7 MATERIAL STORES

- All material stores should be swept and scrubbed once a week under the supervision of the university staff
- Assisting departments in carrying teaching material from stores and washing and serving tea and cleaning the utensils

8 NOTICE BOARDS

- All notice boards with glass sliding doors and metal frames should be wiped daily.
- Soft board notice boards should be dusted daily and removal of cobwebs, birds'

nests and wasp nests should be removed weekly.

9 WASHROOMS/ ABLUTION BLOCKS

- Washrooms should be cleaned daily at least 4 times in a day or when need arise and disinfected, checklists should be used to monitor the cleaning. Toilet hand wash/soap to be provided daily.
- Floors should be cleaned according to the floor finish.
- All toilet floors should be scrubbed / moped kept dry and disinfected using approved disinfectants after at least hourly or when need arise use of checklists is recommended.
- Any system failures such as leakages should be reported to the DeKUT Housekeeper for prompt repairs.
- Piping and water closets should be without stains.
- Inside toilets bowls, seats, water cistern should not be marked by stains, use of the right cleaning toilet cleaner and disinfectant or bleach is recommended.
- Water seal level should be clean and free from marks, stains and fluff.
- Toilet paper dispenser and inlet should be clean.
- Pipe leading to the toilet bowls should always be clean.
- Toilet papers shall be available and suitably positioned as agreed.
- Use of signage when cleaning is ongoing and remove the signage when not in use

Toilet Bowls: Clean toilets bowl and retain them sparkling clean using the approved toilet cleaners like harpic or its equivalent, free from unpleasant odors and stain and germs free at all times.

Urinals Clean the urinals and retain the sparkling clean, free from unpleasant odors and stain free at all times. Stock urinals with urinal mats and ensure the drain is functioning well at all times.

Toilet Cubicle Fixtures; Dust and wipe toilet cubicle fixtures

Toilet walls and floors:

- Toilet walls shall be cleaned as often as possible. Mop the toilet floors using recommended disinfectant. Floors shall remain clean, dry and free of stains and dirt at all times
- Toilet floors, bowls, sinks should be cleaned and disinfected hourly and as often as possible in order to prevent infections.
- Handle minor plumbing problems and address minor toilet blockages.
- The Contractor shall ensure to deploy staff in toilet units taking into account on the gender issues whereby Ladies Washrooms shall be attended to/cleaned by a lady cleaner while Gents Washrooms shall be attended to/cleaned by a male cleaner
- Washrooms should be attended to from 7.30 am -5.00pm everyday Weekend and public holidays the washrooms should be attended.

10 BASINS, SINKS AND URINALS

- Ensure adequate supply of liquid hand wash soap in the soap dispensers and for areas without soap dispensers. Any faulty soap dispensers and/ or hand dryers should be reported

immediately.

- The urinals should be clean and free from debris. They should also be free from soap build-up and stains. The drains should be unblocked, cleaned and free from bad odor. Should be cleaned at least 4 times in a day or when need arises.
- Basins, drain, chains, plugs, soap dishes and taps should be free from stains and dry.
- Underneath basin fitting should be free from stains, dust, fluff and streak marks.
- Hand washing soap to be supplied daily.
- All sinks in the gate or building entrances should be kept clean and hand wash provided daily

11. CEILING

- All the ceilings must always be spotless and cobweb free.
- Any sign of dampness on the ceiling should be reported promptly to housekeeper

11. WALLS/ WINDOWS, WINDOW PANES/MIRRORS AND GRILLS

- All stains on the walls should be removed with an appropriate spot cleaner.
- The walls should be dry, shiny and free from stain.
- Mirrors should be wiped and kept clean daily. Top edges should be free from dust. Entire mirror should be free from stains, fluff and streak marks. The mirrors should be kept shinny always.
- All windows, panes and grills must be cleaned and dusted every day. All efforts should be put to reach all the parts and corners and general cleaning once in a week
- Windows/windowpanes should be cleaned leaving no steak marks or spots using window cleanser or equivalent provided by the contractor and should also be free from dust and oily stains

12. CORRIDORS AND STAIRCASES

- All corridors and staircases in common areas should be swept and mopped daily and floor must be dry throughout the day. They should always be free from dust stains mud and debris [floor and walls].
- Ceiling should be free of cobwebs.
- Dustbins should be emptied daily, cleaned and properly positioned. After emptying and disposing the waste at the designated areas.
- Electricity sockets and switches should not have finger marks dust and stain.
- Provide Caution Signs alerting University's users of impending danger where appropriate for example, Slippery, Wet Floors, or Cleaning in Progress. The signage's shall be clean, neat and presentable, marked and painted in corporate colors. And remove when not in use.

14. FIRE ESCAPES

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

cobwebs

15. FLOORS

a) Carpeted floors:

- These floors should be cleaned once a week using vacuum cleaners /dry Hoovers machines and shampooed once a month and whenever need arises i.e. will depend on usage. Care should be taken to ensure that the carpets [where applicable] are not damaged by machines used.
- Carpets should be maintained free from pins, stains, debris and dust.

b) P.V.C, tiles, red cement screed floor, ceramic tiles, epoxy screed floor, terrazzo floor, concrete floor

This floor should be swept and cleaned daily using the right cleaning agents. Weekly scrubbing using the scrubbing machine or use of the scrubbing brushes and scouring powder vim or its equivalent is recommended to remove any stubborn stain.

16. OFFICE EQUIPMENTS, FURNITURES AND FITTINGS

- All office desks, chairs and storage units [wooden or metal] should be damp dusted every morning to remove dust and dirt.
- All telephone headsets should be wiped and regularly cleaned and disinfected. Computers, printers, photocopiers and typewrites should be dusted daily and should be free from dust and fluff.
- All office furniture covered with fabric should be shampooed twice in a month.
- All furniture's should be cleaned using high quality sheen provided by the contractor daily.
- Tops to be free from dust and cobwebs.
- All accessories and equipment should be left in correct position after cleaning.

17. CURTAINS, BLINDS, TABLELINEN, BEDDINGS

- All curtains, blinds, table linen, and beddings should be laundered/dry cleaned and pressed as necessary
- The blinds and curtains cleaned once every two weeks.
- The appointed Staff can be given other duties when there is no laundry works

18. PAVEMENTS/ROADS

- Pavements and roads should be swept, daily and throughout the year.
- All verandas/walkways/shade areas should be swept and washed daily and kept dry at all times.
- Canopy roof should be washed daily.

19. CAUTION SIGNS

- Provide Caution Signs alerting University's users of impending danger where appropriate for example, Slippery, Wet Floors, or Cleaning in Progress. The signage's shall be clean, neat and presentable, marked and painted in corporate colors

20. GARBAGE COLLECTION

- All dust bins/ waste papers baskets must be emptied twice a day in the offices and in

common areas and washed and dustbins lined with garbage bags as often as is required. Ensure the refuse chute and rubbish collection areas are cleaned wherever possible.

- All garbage should be dumped at approved site.
- Dispose of waste materials; refuse to the central collection point

21. STUDENT HOSTEL

- **Hostels cleaners** not to be changed regularly because of security and continuity reasons, cleaner to be engaged throughout the day. Hostel cleaners should be people of high integrity.
- High dusting along the corridors, ablution, outside and around the facility should be carried out weekly to remove cobwebs.
  - Cleaning the walls along the corridors, sink areas and in the ablutions should be carried out daily and when need arises.
  - Cleaning of the window panes/louvers and mirrors should be carried out daily.
  - The bathroom walls, floors taps should be cleaned daily.
  - Cleaning the toilets bowls, walls, cistern, should be cleaned at rest 4 times in a day and as need arises. Use of checklists is recommended.
  - Use of disinfectant is recommended.
  - Use of scouring powders agents on basins, tiles sink urinals is recommended.
  - Scrubbing of floors corridors and ablutions at least twice daily
  - Sweeping and cleaning around and the hostel and the entrances should be carried out daily.
  - Cleaning the toilets bowls, walls, cistern, toilet handles should be cleaned at least 4 times in a day using disinfectants and as need arises., use of checklists is recommended as a way measuring the set standards
  - General cleaning of hostel rooms to be done at every end of the semesters or when arises.

22. STUDENT MESS, STAFF CAFETERIA

- High dusting along the corridors, inside the mess and around the facility should be carried out weekly.
- Cleaning the walls, sink should be carried out daily.
- Cleaning of the window panes/louvers and mirrors should be carried out daily.
- Sweeping and cleaning around and entrances should be carried out daily.
- The floor should be cleaned at least 3 times in a day and general cleaning at least once in a week (over the weekend)
- Grills should be wiped every day and when need arises.

23. FILM HUB AND DEHUB

- **–** High dusting of the building to be carried out weekly.
- **–** Cleaning of windows, grills, and walls to be done once per week or when need arise
- **–** Curtains and computer covers should be cleaned at least after every fortnight.
- **–** Damp dusting of furniture, shelves to be carried out daily
- **–** Floor cleaning to be carried out daily and scrubbing to be carried out once in a week.
- **–** Cleaning should be done in presence of a lab technician/technologist/staff

24. ALL ENTRANCES

- – Clean and retain them smooth and shiny
- – Clean the equipment after every use removing dirt, litter, stickers and stains
- – Polish to develop a fine finish
- – Provide a daily cleaning schedule
- – All mud scrappers should always be kept clean and free from mud
- All the sinks/hand wash basins should be cleaned daily and hand wash refilled

25. CAUTION SIGNS

Always provide Caution Signs alerting users of impending danger where appropriate. For example, slippery, wet floors, or cleaning in progress. The signage shall be clean, neat and presentable, marked and painted in corporate colors.

Note: Ladders will be required for cleaning high level areas such as windows. The service provider will be required to avail their own ladders.

RESTRICTED AREAS

To be cleaned in the presences/supervision of a designated University employee/ technicians

a. Vice Chancellor's Office
b. Deputy Vice Chancellors Offices
c. Registrar Academic Affairs& Research Offices
d. Registrar A/F offices
e. Legal officer offices
f. Exams Office
g. Server Room/Control rooms
h. Laboratories and workshops
i. Procurement Stores
j. Finance Offices
k. Human Resource Offices and Registry
l. Medical Centre
m. Film Hub
n. DeHUB

FUMIGATION PROCEDURE IN DEKUT HOSTELS

- Ensure the mattresses are fumigated in the rooms (all the seam, corners and tufts before carrying them outside for further fumigation, this will control more infestations in other areas.
- Carry the mattresses outside in an orderly manner to prevent bedbugs and eggs falling on the floors. Ensure all the corners are fumigated
- Remove the bed boards and fumigate all hiding places, you can use hot water in case there are traces of bedbugs.

- Fumigate the bed frames and even under the beds.
- Closets should be treated all the interiors, must make sure all the corners of the closets, doors are fumigated
- Should fumigate all the curtains and wash them, fumigate all the window glasses and window frames
- Fumigation schedule

  May-July

  August-Dec

  Jan-may

NB. Flexible as per the student's schedules

A. WORK SCHEDULE SUMMARY

No	Task	Expected frequency of delivery
1.	Walls, mirrors, window panes/louvers	Daily damp dusting and when need arises
2	Cleaning the following areas; Offices /computer labs/lecture /auditoriums/film hub, rooms/halls /workshops. *The furniture to be moved before cleaning to ensure all the areas are clean*	– Daily cleaning of the floor – Weekly general cleaning by scrubbing the floors
3	High dusting to remove cobwebs	Weekly cleaning
4	Low dusting to wipe seats, chairs, benches	Daily damp dusting
5	Cleaning of corridors, stairs verandas, walkways, drainages, pavements	Sweeping and daily cleaning
6	Washrooms (toilets, sinks, urinals)	Daily cleaning, clean hourly and when need arises
7	Terraces /walkways should be scrubbed using scrubbing machines	Daily cleaning/weekly scrubbing
8	Daily work plan and identification of new cleaners	Daily
9	Use of signage	When cleaning is ongoing and remove the signage when cleaning not in progress
10.	Emptying of all wastepaper bins and dump the waste at the designated/approved site, clean the bins, line them with garbage bag and properly position them.	Daily
11	Arranging the room/office etc. after cleaning the rooms	Daily after cleaning is done.
12	Laundering/pressing the table linen/decorative, beddings, curtains /blinds	Laundering /pressed according to the types of materials /fabric when needs arises.
13	Venue preparations	– Cleaning the venue – Arrange the tables/chairs as per the request of the organizer – Dress the tables accordingly – Should ensure the washrooms near the venue are kept clean /stocked with hand wash and toilet papers, during the meeting *Instructions should come from the Housekeeper's Office*
14	Garbage collection and disposal	Daily after cleaning is done and when need arises
15	Fumigation of Hostels, Catering and Offices	Quarterly / Flexible to students schedule

B. RESPONSIBILITIES OF THE VENDOR

Materials Required

The Contractor shall be required to provide the following minimum consumables:

Tools and Materials

- Dust bins - high quality paper bins with bin liners, 35pcs kenpoly swing bins 80kg -100kgs each.
- Caution Signs to be used by the cleaners when cleaning is going on
- Cotton towels for wiping tables and all the low surfaces. At least 2 for each cleaner
- Every toilet should have a quality toilet brushes and holders.
- Should ensure all the cleaners are provided with protective wear (quality gumboots, industrial rubber gloves and at least 2 pairs of uniforms.
- Water containers - 30 pcs water tanks 100litres each and 15pcs hosepipes to be used when the cleaners are cleaning the walkways and other areas to avoid wastage of water.
- Ladders will be required for cleaning high level areas such as windows. The service provider will be required to avail their own ladders at least 2 ladders
- Telescopic window cleaners
- Yellow dusters and white cleaning towel.
- Piston pumps for unblocking.
- Cobweb brushes with long handles for high services 20 pcs
- Squeezers for each cleaner
- Mop heads and mop buckets at least a cleaner should have 2 buckets.
- Small buckets about 4ltrs to be used when damp dusting surfaces.
- Dustpan/brush for each cleaner.

Consumables

- Quality White Toilet Paper – 40 bales per month good quality as advised by the Housekeeper
- Hand wash for all designated areas (washrooms, entrances of all the buildings) - - 100 litres per month (Approved by the University)
- Toilet cleaner - 3 cartons x24pcs/ month
- Scouring powder - 10ctsx 24pcs / month
- Scouring pads - 3 cartons x144 pcs / month
- Steel wool - 1 bale/ month
- Hand brushes for cleaning the hostel sinks
- Window cleaner (Topex or its equivalent)
- Enough soft brooms C3 for each cleaner
- Enough scrubbing brushes C4 for every cleaner
- Enough cleaning detergent - 25 jelicans per month
- Disinfectant soap to clean the washrooms - 40 liters per week

- Bleach jik colors for linens - 10 liters per month
- Bleach for cleaning the Medical Centre - 5 liters per month
- Soap for laundry preferably toss blue
- Cleaning basins 4 big basins
- Pegs (enough)
- Cleaning rugs for every cleaner preferably - 2pcs for cleaning and drying the floor

Equipment/ Machines

- 2 quality scrubbing machines
- Scrubbing/ incorporating pads
- Dry and wet vacuum cleaner
- Water sucking machine
- Blower machine
- Power extension cables
- Ironing boxes 2)
- Ironing board
- Washing basins

Hiring and Deployment of Staff

i. The Service Provider shall bring adequate number of staff to perform its contractual obligation and where the University deems the staff inadequate it reserves the right to request for additional staff. At least 54 staff should be engaged at any given time.

ii. The Contractor, in hiring and deploying staff at the University, shall ensure the following University standards and requirements are fully met;

   a. The site supervisors must be trained and qualified with a minimum of a Diploma in Housekeeping or Institutional Management (Housekeeping Category) from a recognized government institution of higher learning or equivalent and must have a minimum of three (3) years' relevant work experience in Housekeeping as a Supervisor

   b. That the cleaners must have a minimum of Form Four academic education

   c. That every staff deployed in the University is of high moral integrity and that each such staff has in possession a valid certificate of good conduct issued by the relevant Government Department.

   d. That at least two staff are qualified to operate the scrubbing machines

iii. The Contractor shall be responsible for the effective management of absenteeism; sick- leave, special leave etc., and must ensure that sufficient systems and structures have been put in place to maintain the performance requirements under the contract.

iv. Contractor shall ensure without fail that DeKUT is provided with the stated number of workers each working day. The Supervisor should inform the Housekeeper of any change of staff before they are engaged. Absenteeism should be reported to the Housekeeper, 2 cleaners should be engaged to cover any gaps due to absenteeism, one on each side (Northern/ Southern side of the University.

v. The contractor shall provide uniforms and identification badges for their staff members. The uniform shall be worn with badges displayed at all times. All uniform shall be maintained in high standards of cleanliness.

vi. The contractor shall provide protective gear including safety shoes, gloves, gumboots, rain coats and any other that may be required in the course of performance of respective duties under this contract.

vii. The contractor shall be required to conduct in-house training for all his operational staff every 6 months to cope with emerging trends in housekeeping standards required in various departments the University. This training must be conducted by qualified resource persons approved by the University's Housekeeper.

Insurance

The Contractor shall, during the execution of this contract, insure his workers adequately, and indemnify the University from any liability arising as shown here below:

i. Liability arising under the Work Injury Benefits Act of 2007.

ii. All liabilities in form of third party claims arising from accidents or other acts of omission or commission.

iii. The Contractor shall deposit with the University evidence of such insurance cover on or before the date of commencement of the contract.

iv. Have Group Personal Accident and WIBA Covers for their staff.

General Conditions

The service provider in liaison with the university's housekeeping department will ensure that:

i. Description of services (scope of work) is adhered to
ii. Daily work plan is availed to the housekeeping department
iii. A check list will be provided for all washrooms
iv. The housekeeping will conduct a weekly stock taking for cleaning materials and equipment.
v. Compiling a monthly progress report on cleaning Services.
vi. Daily duty allocation should be availed to the housekeeper every morning.
vii. Supervision of allocated duties should be carried out to ensure the allocated duties/task is completed before the cleaners check out in the evening.
viii. One reliever should be engaged to cover in case one cleaner don't turn up for work.

Inspections, Review Meetings and Reports

The services shall be executed and maintained in strict accordance with the contract to the satisfaction of DeKUT and shall comply with and adhere strictly to the DeKUT housekeeper (or his representative's) instructions and directions

i) For co-ordination purposes and to enhance efficient operation of maintenance tasks, the contractor is required to submit monthly reports. The monthly reports shall comprise of

activities carried out during the past month and how it has related to the overall work programe.

ii) Quarterly meetings will be held every third month on site. All minuted items will be attended to within 7 days from the day of the meeting

STANDARDS

DeKUT may apply the following KPIs:

- Standard of cleanliness
- Cleaning complaints
- Customer service
- Safety management system
- Stability of Supervisor and staff
- Presentation & uniforms
- Cleaning staff attendance
- Timely salary payment for staff (by fifth of every month worked
-

C. SERVICES AND FACILITIES PROVIDED BY THE CLIENT

a) The University will provide an office and storage space to the Service Provider.

b) Electricity and water from normal supply shall be provided, however these must be controlled and used efficiently.

SPECIAL CONDITIONS OF CONTRACT

1. Payment will be on a monthly basis on submission of an invoice and signed after certificates of Inspection and Acceptance for services rendered to DeKUT.
2. Contractor must ensure Timely payment of Salaries and remittance of statutory deductions PAYE, NSSF, Housing Levy SHA. Monthly evidence of compliance must be submitted to the Contract Implementation Committee in the subsequent month for confirmation.
3. DeKUT reserves the right to check that salaries and deductions to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to t i m e l y payment will result to termination of the contract
4. The successful bidder shall be required to conduct in-house training for all his operational staff every 6 months to cope with emerging trends in housekeeping standards required in various departments the University. This training **MUST** be conducted by qualified resource persons and submitted and approved by the University's housekeeper
5. Any customer complaint received by DeKUT in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.
6. In the event that no remedial action and the cause of lapse has been taken/provided within 24 hours DeKUT shall factor this in the Weekly/Monthly evaluation
7. Storage facilities if required shall be provided for by DeKUT as per the terms and specification of the contract.
8. The services shall be executed and maintained in strict accordance with the contract to the satisfaction of DeKUT and shall comply with and adhere strictly to the DeKUT Housekeeper (or his representative's) instructions and directions
9. The tenderer shall be required to maintain the highest standards of cleanliness and decorum as is applicable to the university **PROVIDED ALWAYS,** the services required shall be to the satisfaction of the University
10. The tenderer shall permit free and unfettered access to and provide such assistance as DeKUT may require to the University 's representatives or other persons authorized or engaged by the University
    , for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.
11. **DeKUT** shall carry out routine and random Inspection of the contract areas as specified in the scope of work and Bills of Quantities (BQ) and the summary of the result factored in during monthly evaluation
12. DeKUT shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month

    Grading for performance standards attained in each month shall be made in the Following manner. 90% and above – Excellent (satisfactory)
    80% to less than 90% - Good (satisfactory) 60% to less than 80% - Average
    50% to less than 60% - Poor
    Less than 50% - Very Poor

In the event that the level of service provided is not satisfactory, DeKUT may deduct from the applicable contract price in respect of the relevant month on the following percentages:

Evaluated Performance	Deduction
□ 70% to 79.9% (Fair)	10%
□ 50% to 69.9% (poor)	20%
□ Below 50% (very poor)	40%

Subject to the Clause on Performance Management of the Special Conditions of Contract, percentage scores such as.90.9% or79.99% will not be rounded off to the higher figure. DeKUT representative shall carry out semiannual performance review for the contractor and document the findings. Continuous underperformance will result in termination of the contract.

13. Third Party or Public liability covers shall be endorsed for the Insurer to provide DeKUT with at least thirty (30) days prior written notice of cancellation or adverse material alteration.
14. Before commencing the execution of works, the contractor, but without limiting his obligations and responsibilities as specified shall insure against any damage, loss of injury which may occur to any property including that of DeKUT or to any person including any employee of DeKUT by or arising out of the execution of the works or temporary works or in the carrying out of the Contract
15. Such insurance shall be effected with an insurer and in terms approved by DeKUT (which approval shall not be unreasonably withheld) and or at least the amount stated in the Tender and the Contractor shall whenever required produce to the Managing Director or Managing Director's Representative the policy or polices of insurance and the receipts for payment of the current premiums.
16. The tenderer shall deposit with DeKUT upon request evidence of the policies and that premiums therefore have been paid **PROVIDED THAT** neither inspection nor receipt of such evidence shall be deemed to neither constitute acceptance by DeKUT of the terms thereof nor be a waiver of the contractor's responsibility hereunder.
17. The tenderer shall be responsible for ensuring that all Personnel under its control shall hold security passes and no failure to perform the services in accordance with this contract shall be executed in the event that a pass is delayed, refused or withdrawn. Passes must be carried at all times by the contractor personnel along with staff identity card.
18. The tenderer shall ensure the removal from contract areas and prevent the presence or threat or entry thereto of any of its employees, servants or agents in respect of whom the right of access has been withdrawn.
19. Contractor shall keep DeKUT indemnified against all costs, claims, demands and expenses whatsoever arising in connection with the performance of the services by the Contractor without prejudice to the Contractor's obligation to indemnify DeKUT as aforesaid, the contractor shall during the continuance of this agreement, be responsible for its employees agents or invitees in relation to the performance of the services and shall take out and maintain such insurance as the contractor shall consider necessary to cover its liability in respect of personal injuries or death of such employees agent of invitees. The Contractor shall at the request of DeKUT produce for inspection copies of the relevant policy or policies of insurance together with receipts in respect of premiums paid under such policy or policies.
20. The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement
21. Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of

his staff and labour, and in collaboration with and to the requirements and due satisfaction of the university and at all times to comply with all standard of Public Health requirements in and around the University which DeKUT may from time to time promulgate and allow the designated representation or agent of DeKUT at all reasonable times to inspect the operations of the contract relating to the provisions of the services

22. Communication between parties shall be effective only when in writing.

23. **TERMINATION**

By Breach of Contract

i) The Contractor frequently fails to provide services of acceptable standards set by
ii) University in the performance of this Agreement and
iii) The Contractor fails to perform any other obligation under this Agreement.
iv) The Contractor scores less than 60% more than three (3) consecutive months within the same financial year.
v) The Contractor fails to meet the minimum number of staff levels and working equipment/tools or materials numbers at all times except when permitted in writing by

the University.

By Agreement

I. 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;

24. **CONFIDENTIALITY-** The Contractor, its Cleaning Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of DEKUT.
25. **SUB-CONTRACT-** The contract shall not be sub-contracted under this agreement.
26. **PAYMENT TERMS-** The Contractor shall provide services of acceptable standards set by University 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 DeKUT.
27. If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Cleaning Company shall immediately and without any delay notify University in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable , DeKUT 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
28. **Site Supervisor-** Must be trained and qualified with a Certificate or Two (2) Years Full Course Certificate in Housekeeping or Institutional Management (Housekeeping Category) from a Recognized Government Institution of Higher Learning or equivalent (Must attach Copies of Certificates, CV's signed by the recommended personnel and DeKUT bidding the tender) Recommendation
    a. Letters from Employers must be provided
    b. Form Four Certificate/ O Level
    c. The Supervisor must have a minimum of three (3) years' relevant work experience in Housekeeping as a Supervisor (Must provide Signed Copies of Certificates by the employee recommended and the Authorities representative bidding the tender, as well as Recommendation Letters from employers must be provided
    d. Good Communication and Managerial skills (An added advantage)

29. **Site Cleaners/Stewards**
    a. Form Four Certificates /O level Education
    b. Minimum of Fifty (50) site cleaners'/stewards personnel in number
30. **STAFF IDENTIFICATION**

    The contractor shall provide uniforms for their staff members which shall be worn all the time and protective gear as shall be appropriate. The contractor shall provide the University a list of staff and copies of their National Identity Cards. Where there are changes in staffing the University shall be notified prior to deployment of the new staff
31. The Contractor shall within fourteen (14) days before the date of executing this Agreement furnish DeKUT with a Performance security whose value shall be equivalent to **Two per cent (2%) 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
32. The Contractor shall Not, offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.
33. **PROBATION PERIOD-** The Contractor shall provide the services to DeKUT on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of DeKUT as stipulated in clause 6, 7, 8 and 9
34. **CLAIMS**-Notice of all claims by DeKUT in respect of any loss, damage, breakages, 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
35. **LIQUIDATED DAMAGES**-If the contractor fails to provide any or all of the services within the period(s) specified in the contract, DEKUT 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 deduction of 10% of the unperformed services. After this DeKUT may consider termination of the
    contract.
36. **SECURITY PASSES-** At the start of this Contract, the Contractor shall obtain at his cost, temporary, followed by permanent security passes for all staff working at the University's. Passes must be carried at all times by Contractor personnel along with staff identity card.
37. **UNIFORMS**-Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including safety shoes, gumboots, rain coats and any other that may be required in the course of this contract), plus provide name tag to be worn by Contractor personnel in performance of their respective duties under this Contract
38. **LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT**-The Contractor shall be responsible for the effective management of Annual leave; absenteeism, sick- leave, special leave etc., and must ensure that sufficient systems and structures have been put in place to maintain the Service Level Performance requirements under this Contract. (SLA's
39. Contractor shall ensure without fail that DeKUT is provided with the stated number of workers each working day per every shift. Any absenteeism shall be reported immediately by Contractor's Supervisor to DeKUT housekeeper. Planned leave should be advised to DeKUT giving at least one months' notice. Contractor shall provide suitable Company approved replacement personnel for any absenteeism, sick or annual leave.

40. The Contractor shall ensure the correct number of personnel is available to provide coverage for bi-annual leave, sick leave, strikes, labor unrest, special leave, etc. in order to maintain the level of service performance.
41. **UNACCEPTABLE METHODS-**Methods of cleaning which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or inconvenience to passenger are unacceptable. The Contractor shall, at the direction of the University's Manager's representative, investigate all unacceptable methods reported to the University 's representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

42. **COMPLAINTS**
    - The contractor shall direct any complaint to the University's house keeper.
    - The University's representative shall notify the Contractor of any complaints requiring their attention. The Contractor shall deal with such complaints in a prompt, courteous and efficient manner and the Contractor shall notify the University's Manager's representative forthwith of how and when the complaint was resolved.
43. The contractor in consultation with the University shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the contractor. Wherever the Service Levels will not be met or falls below the evaluated performance, then the above deductions (of Section 38: Performance Management) will be effected.
44. DeKUT may apply the following KPIs as attached in appendix 2: -
    a) Standard of cleanliness
    b) Cleaning complaints
    c) Customer service
    d) Safety management system
    e) Stability of Supervisor and staff
    f) Presentation & uniforms
    g) Cleaning staff attendance
    h) Timely salary payment for staff (by fifth of every month worked
45. The contractor in consultation with the University's house keeper may propose KPI's This may be used to measure the ongoing performance of the contract.

46. **Quality assurance**

The supervisors will be expected to inspect and verify the quality of works daily. All the areas as captured in the BQ shall be expected to be clean and shiny every time. And in case it rains the water to be cleared immediately and the places mopped using scrubber driers and mops to speed up the drying process and water puddle

Working Hours

i. The Contractor shall ensure observance by staff deployed at the University of the following working days and hours: -
ii. The scheduled CLEANING duties shall be performed from Monday to Sunday: Starting from 7. 00 a.m. and Closing at 4.00 p.m.; or as directed by the client.

Expected Outcome of cleaning and fumigation services

i. All the areas will be kept clean free from dust, mud or bad odor at all times. According to the University's standards

ii. Occupational, Health, Safety policy should be complied with.

iii. Motivated workers due to reasonable working conditions and good terms of service.

iv. Drainage, pavements stairs/walkway, entrance sink, should always be kept clean

Appendix B - Schedule of Payments and Reporting Requirements

No.	Activity	Payment Schedule	Reporting requirements
1.	Cleaning Services	Monthly	Monthly approved Contract Implementation Reports from the University Contract Implementation Team of various sections as may be organized by 30th or at the last day of every month.
2	Fumigation Services	Quarterly	Approved Contract Implementation Reports from the University Contract Implementation Team of various sections as may be organized by 30th or the last day of the last month of each quarter.

Appendix C - Breakdown of Contract Price

No	ACTIVITY	MONTHLY PRICE INCLUSIVE OF VAT (KSHS)	ANNUAL PRICE INCLUSIVE OF VAT (KSHS)
1	Cleaning Services inclusive of Supply and delivery of Cleaning Consumables		
2.	Fumigation Services to align with students schedules		
	TOTAL		

Appendix D - Services and Facilities Provided by the Procuring Entity

Responsibilities of the Client

a. The University will avail to the service provider with Water for cleaning purposes in execution of its obligation under the contract.
b. The University will provide a store, office and changing room to the service provider.

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 debrie**fi**ng

DEADLINE: The deadline to request a debrie**fi**ng 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 the3Business 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.

iii. 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 nfo@ppra.go.ke or complaints@ppra.go.ke

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(1))

PUBLIC PROCUREMENT ADMINISTRATIVE

REVIEW BOARD APPLICATION

NO…….OF…….…20 ..... BETWEEN

….....APPLI
CANT

AND

… ..... RESPONDENT (Procuring
Entity)

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

REQUES
T 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:

1.

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 of ……....20…….

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[nameoftheContractandidenti*fi*cationnumber, 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 VIII, Contract Forms, of the tender document.

Please return the attached Contract dully

signed

AuthorizedSignature:.....

Name and Title of Signatory..... Name of

Agency:.....

Attachment: Contract

B. FORMS

SECTION X -CONTRACT FORMS

FORM NO. 1 - 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 ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemand 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]

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 Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology to be, in default under the Contract, Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology for completing the Contract in accordance with its terms and conditions, and upon determination by Dedan Kimathi University of Technology and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology to Contractor under the Contract, less the amount properly paid by Dedan Kimathi University of Technology to Contractor; or

    3) pay Dedan Kimathi University of Technology the amount required by Dedan Kimathi University of Technology 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 Dedan Kimathi University of Technology 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_____.

SIGNEDON_____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. 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]*

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 PAYMENTGUARANTEE 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 ac companying 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]

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a 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…… ……...	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	National identity card number or Passport number					
	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 Indirectly---------- %	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer**)**
	National identity card number or Passport number					
	Personal Identification Number (where					

	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)**
	applicable)		of shares		2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……...	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.

BIDDER REFRENCE CHECK FORM- FOR CLEANING SERVICES

1. Name of Private/Public Sector Customer: _____

   Contract Person/Title: _____ stamp _____

   Telephone Number: _____

   Contract Period: From _____ To _____

   Rate of performance in a scale of 1-10 _____

No.	Aspect	Rate (1-10)	Remarks
1.	Does the company provide sufficient cleaning materials, cleaning equipment and tools to carry out the contract?		
2.	Does the company provide Uniforms, protective wear for staff?		
3.	Are they cleaning staff professional in performance of the duties?		
4.	Are the firm's supervisors skilled and experienced to support performance of the contract to the institution's satisfaction?		
5.	Does the company make timely Payment of salaries to their staff?		
6.	Does the company Adhere to the minimum wage rate guidelines		
7.	Timely Remittance of statutory deductions		
8.	Were/Are there complaints, malpractices during their contract performance?		
	Total Score		