



Kenya National Highways Authority

Quality Highways, Better Connections

**Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Nairobi, Off Mazao Road (Opposite KCAA Headquarters),
P.O Box 49712 - 00100 Nairobi, Tel 020 - 4954000 / 0700 423 606 Email dg@kenha.co.ke / Website www.kenha.co.ke**

REQUEST FOR PROPOSALS

FOR

**MANAGEMENT, OPERATION AND MAINTENANCE OF ONE (1) TOILET BLOCK AND
OPEN SPACES AT WITEITHIE FOOTBRIDGE ALONG NAIROBI-THIKA SUPER
HIGHWAY (A2S).**

TENDER NO. KeNHA/2409/2021

APRIL 2021

**DIRECTOR, ROAD ASSET & CORRIDOR
MANAGEMENT
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. Box 49712-00100
NAIROBI**

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. Box 49712-00100
NAIROBI**

***Request for Proposal, Management, Operations and Maintenance of Toilet facilities and open spaces
at Witeithie Footbridges along Nairobi-Thika Super Highway (A2S)]***

[April 2021]

Kenya National Highways Authority intends to procure a Management, Operation and Maintenance Contract for its toilet facilities at Witeithie footbridge along Nairobi- Thika Super Highway (A2S).

The Kenya National Highways Authority now invites sealed Bids from eligible bidders for the contract for **Management, Operation and Maintenance of toilet facilities and open spaces at Witeithie footbridge along Nairobi- Thika Superhighway** through a three (3) year, Performance Based Contract.

QUALIFICATION FOR TENDERING Mandatory Requirements

The following must be submitted together with bid:

1	Must Submit a copy of certificate of Registration/Incorporation
2	Must Submit a copy of a valid Tax Compliance certificate
3	Must submit a tender security of Ksh.50,000.00 in the format provided.
4	Must submit a dully filled up Confidential Business Questionnaire in format provided
5	Must submit a current CR-12 Form issued within the last 6 months of tender opening.
6	Must Fill all forms and declarations as required.
7	All Pages of the tender document Must be sequentially serialized

Other Requirements

As specified in the tender documents covering the following: -

1. Similar previous experience (Toilet facility management)
2. Professional and technical personnel
3. Current work load
4. Litigation history (**Current** Sworn Affidavit) within the last three (3) months

Bidders will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in the RFP, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations. The above details will be submitted with the proposal.

Bidders may obtain further information or inspect the Bidding documents at the address below during office hours **(08:00 to 17:00 hours Mondays to Fridays)**, excluding Public Holidays.

Bidding is open to all bidders as defined in the Public Procurement and Disposals Act, 2015.

Due to the COVID -19 pandemic and consequently the Presidential Directives on COVID protocols, there shall be NO Pre-Tender Site Visits. However, bidders are encouraged to make personal arrangements to acquaint themselves with the site before submissions of their bids and can submit in writing any queries to the above address.

Bidders shall prepare **one (1) original** clearly marked as such and accompanied by a bid performance surety of **KSh. 50,000 (Fifty Thousand Shilling Only)** in the format contained in the schedules of the Bidding Documents. Bid Performance Surety shall be valid and open for acceptance for the three (3) years contract period.

The proposal shall be enclosed in plain sealed envelopes marked with tender name and reference

number and deposited in the tender Box at Kenya National Highways Authority Headquarters, 2nd Floor Block C, Barabara Plaza, off Mazao Road, Jomo Kenyatta International Airport and/or to be addressed to the:

**Deputy Director, Supply Chain Management
Kenya National Highways Authority
Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Off Mazao Road
P.O. Box 49712 – 00100
NAIROBI, KENYA**

So as to be received on or before **Friday 30th April, 2021 at 11.00am.**

Opening of the Proposals will take place immediately thereafter at the KeNHA Offices, 2nd Floor Boardroom, Block C, Barabara Plaza, in the presence of Tenderers/Representatives who wish to attend.

Yours sincerely,

**Deputy Director, Supply Chain Management
FOR: DIRECTOR GENERAL**

SECTION B: -

INFORMATION TO BIDDERS

- 1.0 Introduction**
- 1.1 The Client named in the DATA SHEET will select a firm among those who have submitted a proposal in accordance with the method of selection detailed under this section.
- 1.2 The Bidders are invited to submit a Technical and a Financial Proposal.
- 1.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Bidders should contact the officials named in the DATA SHEET to arrange for any site visit to obtain additional information on the above toilet facilities. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide the inputs specified in the DATA SHEET, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the foot bridges are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Bidders may request a clarification on any of the RFP documents only up to **seven [7] days** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the DATA SHEET. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through Tender Notice. Tender Notice shall be sent by mail, email, cable, telex or facsimile to all bidders and will be binding on them. The Client may at his own discretion extend the deadline for the submission of proposals.
- 3. Preparation**
- 3.1 The Bidders' proposal shall be written in the English language.

of Proposal

Technical Proposal

- 3.2 In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:
- (i) It is desirable that the majority of the senior key staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (ii) Proposed staff must as a minimum, have the experience indicated in the DATA SHEET, preferably working under conditions similar to those prevailing in Kenya.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - (iii) A description of the methodology and work plan for performing the assignment.
 - (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
 - (v) **CVs recently signed by the proposed staff (within the last 3 months) and the authorized representative submitting the proposal.** Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
 - (vi) Estimates of the total staff input and support staff staff-time needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each staff team member.
 - (vii) A detailed description of the proposed methodology, staffing and monitoring of training.

- (viii) Appreciating that the assignment is mostly based on human resource input, and with a view to addressing and minimising corruption, the bidder should indicate any form of staff motivation, allowances and other emoluments, gross salaries for the critical staff working at the Toilet facilities or monitoring operations. As a minimum the following Table shall be filled;

No.	STAFF/PERSONNEL/ DAY/BLOCK	PER	No.	MINIMUM GROSS MONTHLY SALARY/WAGE	COMMENTS
1	Toilet facility Manager		1		
2	Cleaners		2		
3	Land Scaper/ Gardener		1		When required
4	Security Guard		2		

The above will form the bulk of staff at the Toilet facility operations and are thus critical to the success of the assignment.

- (ix) Any additional information requested in the DATA SHEET and SECTION “G”.

3.5 The Technical Proposal shall not include any financial information.

Financial

3.6 In preparing the Financial Proposal, bidders are expected to

Proposal

consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It should consider all costs associated with the assignment including;

(a) Cost of Cleaning materials

- Hard Brooms
- Soft brooms
- Coir brushes
- Scraping Sheets
- Bamboo Baskets
- Plastic containers
- Bamboo Reapers
- Plastic Buckets
- Washing Soap
- Identity Cards of the facility attendants
- Aprons inscribed KeNHA logo
- Phenyle
- Acid
- Bleaching powder and lime powder

(b) Direct expenses such as;

- (i) Staff wages and emoluments
- (ii) Services and equipment (office equipment, furniture, and supplies, insurance, printing of documents, Witeithie,

As appropriate these costs should be broken down by activity. **The bidder should note that the Financial Proposal is not for the purpose of Reimbursement to the Employer but for estimating the Cost that the bidder will incur in management and maintenance of the toilet facility.**

All this computation goes towards break-down of appropriate rates. The Bidder will be paid for his service through the user charges collected by him from patrons using the toilet facilities.

3.7 The Financial Proposal should include in the above rates, local taxes, duties, fees, levies and overheads for performance of the above tasks as imposed under the law on the bidders. Please note that no separate rates should be entered for these as they shall be deemed included in the above rates.

3.8 Bidders shall express the cost of their services in **Kenya Shillings**.

3.9 Commissions and gratuities, if any, paid or to be paid by bidders and related to the assignment will be listed in the Financial Proposal Submission Form.

	3.10	The Proposal must remain valid for 150 days after the submission date. The bidder shall include in his submissions a declaration confirming the 150 days validity period. During this period, the bidder is expected to keep available, at his own cost, the staff proposed for the assignment. The Client will make his best effort to complete tender evaluation process and negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.
4. Submission, Receipt, and Opening of Proposals	4.1	The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.
	4.2	For each proposal, the bidders shall prepare the number of copies indicated in Annex “B”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” .
	4.3	The original Request for Proposal shall be placed in a sealed envelope clearly marked “WITEITHIE TOILET FACILITY OPERATION AND MAINTENANCE PROPOSAL” This envelope shall be placed into an outer envelope and sealed.
Evaluation of Proposals	4.4	The completed Proposals must be delivered at the submission address on or before the time and date stated in the DATA SHEET. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.
	5.3	The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as shown in section 3.3 of the Evaluation Grid: - Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the DATA SHEET.

**Public
Opening and
Evaluation of
Financial
Proposals**

- 5.4 After Technical Proposal evaluation, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The notification may be sent by registered letter, facsimile or electronic mail.
- 5.5 The Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend.
- 5.6 The name of the bidder, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The Evaluation Committee will determine whether the financial proposals are complete (i.e. whether the bidder has priced all the items of the corresponding Technical Proposal and correct any computational errors.
- The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 5.8 The formulae for determining the Financial Score (Sf) shall be, as follows: -

$$Sf = 100 \times F^{FM}/F$$

Where Sf is the financial score;

Fm is the **Highest priced annual license fee** to be paid to Employer and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights;

T= Weight given to the Technical Proposal:

P = Weight given to the Financial Proposal; T + P = 1.

The combined technical and financial score, S, is calculated as follows:

$$S = St \times T \% + Sf \times P \%$$

The firm achieving the highest combined technical and financial score may be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may be held at the same address as “address to send information to the Client” indicated in the DATA SHEET. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations may include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods, staff-months, and logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly define the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff.
- 6.4 Having selected the firm on the basis of the submitted proposal, the Client expects to negotiate the contract on the basis of the effectiveness Toilet facilities management. Before contract negotiations, the Client will require assurances that the experts will actually be available.
- 6.5 The negotiations may conclude with a review of the draft form of the Contract. To complete negotiations, the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 The Contract will be awarded following negotiations. After negotiations are completed; the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.
- 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in the DATA SHEET.

- 8.0 Confidentiality** 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

DATA SHEET

Clause Reference

1.1 & 2.1 The name of the Client is:

***Director General,
Kenya National Highways Authority
P.O Box 49712-00100
NAIROBI***

In the context used in this document, the 'Client' also means the 'Employer'

The method of selection is: Post-qualification on ***Quality and Cost Based Selection***

1.2 Technical and Financial Proposals are requested: ***Yes***

The name, objectives, and description of the assignment are:

MANAGEMENT, OPERATION AND MAINTENANCE CONTRACT FOR TOILET FACILITIES AND OPEN SPACES AT WITEITHIE FOOTBRIDGES ALONG NAIROBI- THIKA- SUPER HIGHWAY (A2S) ROAD.

1.3 A pre-proposal conference will be held: ***NON***

Due to the Covid Pandemic and consequently the presidential directives issued, there shall be no pretender site visits. However, bidders are requested to make their personal arrangements to acquaint themselves with the site conditions before submissions of the bids.

The name(s), address (es) and telephone numbers of the Client's official(s) are:

***Director Road Asset & Corridor Management
Kenya National Highways Authority,
P.O. Box 49712-00100
Nairobi
Tel : +254-20 8013842, : 0700 423606 ,0731 330336***

1.4 The bidders are required to be familiar with the following;

- i) The Government Financial Regulations.
- ii) The Anti-Corruption Handbook. (*Obtainable from EACC*)
- iii) *Public Health Act*
- iv) Kenya Roads Act, 2007.

3.3 The client shall also give assistance to facilitate the timely granting of the bidder and his personnel of:

- i) Un obstructed access to all sites and locations involved in carrying out the services
- ii) The duration of contract period is 36 (**Thirty-Six**) months

The toilet facility should have full staff presence for 24 hours a day. The bidders therefore must factor in their proposal

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents: -

An Evaluation grid (score sheet) is shown below:

Evaluation Criteria

PRELIMINARY MANDATORY REQUIREMENTS

1	Must Submit a copy of certificate of Registration/Incorporation	
2	Must Submit a copy of a valid Tax Compliance certificate	
3	Must submit a tender security of Ksh.50,000.00 in the format provided.	
4	Must submit a dully filled up Confidential Business Questionnaire in format provided	
5	Must submit a current CR-12 Form issued within the last 6 months of tender opening.	
6	Must Fill all forms and declarations as required.	
7	All Pages of the tender document Must be sequentially serialized	

At this stage, the tenderer's submission will either be responsive in the entire mandatory requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) Technical Evaluation

TECHNICAL EVALUATION CRITERIA

No.	Parameters	Scores
1.	Provide client references in Cleaning and Sanitary Services with a combined value of at least 1.5 Million in the last 3 three years from Tender Opening Date. (Provide Letters of Award, LSO or Contract Documents showing dates, amounts and client contact) 1.5 Million and above Contract – 30 Marks 1 Million Contract – 15 Marks 0.5 Million Contract – 10 Marks 100 Thousand and Below – 5 Marks	30
2.	Provide your organizational /company structure showing Current establishment	3
3a.	Toilet Facility Manager - 1 <ul style="list-style-type: none"> Diploma in Housekeeping (Kenya Utalii College or Equivalent) – 3 Marks Certificate in Housekeeping (Kenya Utalii College or Equivalent) – 2 Marks Experience in Cleaning and Sanitation – (6 Years and Above -4 Marks),(5Years – 3Marks) (4 Years– 2 Mark), (3 Years and below– 1 Mark) (No points will be awarded for CVs and Certificates not attached)	7
3b	Cleaner 1 <ul style="list-style-type: none"> Certificate in Housekeeping (Kenya Utalii College, or Equivalent) – 1 Marks Experience in Cleaning and Sanitation – (4 Years and Above -3 Marks),(3Years – 2Marks) (2 Years and below– 1 Mark) (No points will be awarded for CVs and Certificates not attached)	4
3c	Cleaner 2 <ul style="list-style-type: none"> Certificate in Housekeeping (Kenya Utalii College, or Equivalent) – 1 Marks Experience in Cleaning and Sanitation – (4 Years and Above -3 Marks),(3Years – 2Marks) (2 Years and below– 1 Mark) (No points will be awarded if CVs and Certificates are not attached)	4
3d	Landscaper <ul style="list-style-type: none"> Certificate in Landscaping, Environment or Equivalent – 1 Marks Experience in Cleaning and Sanitation – (4 Years and Above -3 Marks),(3Years – 2Marks) (2 Years and below– 1 Mark) (No points will be awarded if CVs and Certificates are not attached)	4
3e	Security Guard <ul style="list-style-type: none"> Certificate of Good Conduct – 1 Marks Experience as a Security Guard – (4 Years and Above -3 Marks), (3Years – 2Marks) (2 Years and below– 1 Mark) (No points will be awarded if CVs and Certificates are not attached)	4
4	Operational plan – Should outline how the bidder	10

No.	Parameters	Scores
	plans to execute the assignment. Cleaning schedules -This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly Plans)	
5	<p>Provide ownership/lease evidence of the following list of tools and equipment. (Purchase Receipts, Invoice & Logbooks where applicable)</p> <ul style="list-style-type: none"> • Sanitary waste disposal truck/pick up– (1No.) – 6 Marks • Walk Behind Scrubber (3pcs) -6 marks • Floor Polisher – (3pcs) –6 Marks • Wet and Dry Vacuum Cleaner - (2pc) – 4 Marks <p>(Current Lease agreement will earn half of marks assigned. No points will be awarded for Expired lease agreements)</p>	22
6	<p>Provide financial statements for the last 2 years clearly demonstrating the following Ratios. (Financially stable ratios will earn more marks)</p> <p>-Working Capital Ratio – 3 Marks - Turn Over ratio – 3 Marks - Current ratio – 3 Marks - Fixed Asset ratio – 3 Marks</p> <p>Financial statement where all pages have not been initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors shall not be considered. Auditor’s practicing membership number from ICPAK must be indicated in all pages.</p>	12
	TOTAL MARKS	100

NB.

Cut off points for the technical evaluation shall be 70% and bidders who shall not have attained this mark shall not proceed to the next stage of the evaluation process.

3. FINANCIAL EVALUATION

The Bidder who shall be determined to have the highest **annual license fee** shall be considered and recommended for award.

- 4.2 The proposal submission address is:
- 4.4

***Deputy Director Supply Chain Management
Kenya National Highways Authority
P.O. Box 49712-00100
Block C, 2nd Floor, Barabara Plaza
NAIROBI***

The outer envelope shall also be clearly marked:

**“PROPOSAL FOR MANAGEMENT, OPERATION AND MAINTENANCE
CONTRACT FOR TOILET FACILITIES AND OPEN SPACES AT WITEITHIE
FOOTBRIDGES ALONG NAIROBI- THIKA- SUPER HIGHWAY (A2S).**

- 4.5 Proposals must be submitted not later than the following date and time:

30th April 2021 at 11.00 a.m.

- 5.1 The address to send information to the Director is:

**Director Road Asset & Corridor Management
Kenya National Highways Authority
P.O. Box 49712-00100,
NAIROBI, KENYA**

- 5.3 The minimum technical score required to pass is **70%**

The assignment is expected to commence **14 (fourteen) days after signing of the contract by all parties.**

- 5.9 *The weights are as follows: -*

T= 70 (Technical Proposal weight of scores)

P=30 Financial Weight of Scores)

SECTION C: -

TERMS OF REFERENCE (TOR)

Expression of Interest is invited from reputed organizations to operate and maintain Public Toilets facilities at Witeithie Footbridge along Thika Superhighway (A2S) Road.

These toilet facilities shall be leased to the selected bidder for a period of three (3) years. The selected bidders shall maintain the toilets for a period of three (3) years. User charges shall be collected from the commuters/ users.

The application containing the **Proposal** in the prescribed formats sealed in **an** envelope, completed in all respects, shall be submitted to KeNHA, clearly super-scribing on the envelope **“PROPOSAL FOR MANAGEMENT, OPERATION AND MAINTENANCE OF PUBLIC TOILETS FACILITIES AND OPEN SPACES AT WITEITHIE FOOTBRIDGES ALONG NAIROBI-THIKA SUPER HIGHWAY (A2S) ROAD** “by hand/ post/ courier/ on or before **22/03/2021 up to 11.00 AM**. Submission of RFP by fax, email or other electronic means will not be accepted. It is the responsibility of interested party alone to ensure that its proposals are delivered at the prescribed address within the stated deadline. KeNHA shall not be held responsible for any delay in delivery or loss of document(s) during transit.

Background Information

The rapid growth of city /town of Nairobi has cast an enormous strain on the city’s infrastructure. KeNHA has initiated various measures to create/improve the city/town’s sanitation infrastructure.

In this context, proposals are invited from reputed organizations to operate and maintain Public Toilets along Thika Superhighway (A2S) Road.

The RFP includes the following documents:

01. Terms of References (ToR)
02. Agreement Format
03. Technical Proposal
04. Financial Proposal

MANAGEMENT, OPERATION AND MAINTENANCE OF TOILET FACILITIES AND OPEN SPACES AT WITEITHIE FOOTBRIDGES ALONG NAIROBI-THIKA SUPER HIGHWAY (A2S).

The proposed toilets should normally include following facilities:

- a. Easily accessible for the physically challenged/ handicapped persons
- b. Separate toilet blocks for men and women with separate entries
- c. Water storage tanks-minimum 10,000 litres
- d. Waste water disposal system
- e. Store room for keeping the cleaning & scavenging materials / equipment
- f. Wash Hand Basins

Conditions:

- a. The operator shall collect the user charges for the facilities (toilets / bathing room) as per conditions of contract
- b. Portable Water for washing and cleaning and electricity charges shall be borne by the selected bidder
- c. The operator shall maintain the above toilets for a period of Three (3) years and the user charges as per predefined rates will be collected.
- d. KeNHA will grant license for a period of 3 years.

Selection Process

The committee constituted by KeNHA will evaluate the RFPs and select the bidders, who will offer the highest annual license fee, subject to fulfillment of other minimum criteria as per RFP document.

Eligibility Criteria

- a. The Applicant shall be either a society, trust, company or a ‘not for profit’ company / organization under the Companies Act or the relevant state Acts (Documentary evidence shall have to be submitted with the ‘Technical Proposal’).
- b. If the applicant be a society, trust or company, it must be duly registered with the appropriate authority under the appropriate law for at least three (3) years (Documentary evidence shall have to be submitted with the ‘Technical Proposal’).
- c. The applicant must have necessary financial resources to be able to maintain and operate the facility (Documentary evidence in respect of financial resources shall have to be submitted with the ‘Proposal’).
- d. The applicant must have the capacity to mobilize the required manpower to operate the facility (Documentary evidence shall have to be submitted with the ‘Proposal’).

Minimum Technical Qualification

The selected operator/organization should have at least three (3) years’ experience in maintaining public / community toilets / Notified area. Preference will be given to applicants who are engaged in similar works and have experience in the field.

Documents to be attached with the Application

The RFP shall include the following documents.

- a. Organization details of current activities, background of promoters & management structure.
- b. Details of projects of similar magnitude successfully implemented in the past **three (3) years**.

Minimum Specifications / facilities for Public Toilet

The operator will maintain the cleanliness around the complex up to the extent of 50 mtrs and also ensure that the premises up to the aforesaid extent, is litter free.

Sanitation and Water Supply

In respect of the maintenance of the sanitation & water supply, fittings and fixtures, all the necessary sanitary fittings shall be of standard specifications and the work shall be done through licensed plumbers having a certificate to this effect. The fixtures should be leak proof.

Standards of Maintenance of Public Toilets

- The operator shall engage at least one cleaner per shift of eight hours for every unit of Public Toilet for cleaning round the clock, including public holidays. The following sanitation works shall be carried out. Daily washing with water.
 - Sweeping up to 50 mtrs extent around the facility and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
 - 0.5 liters of acid per unit.
 - Removal and disposal of solid waste.
 - Guarding the facility (protecting the facility against damage and misuse) and to prevent open defecation around the facility
- a. The operator or his representative shall personally visit the Public toilets at least twice per day to keep watch over the performance of the workers
 - b. The operator shall carry out the work by engaging Labour and equipment and provide the materials for cleaning and arrange for sufficient water supply for the facility
 - c. The operator should arrange for sufficient water supply at the structure for cleaning and washing.
 - d. The following materials and equipment shall be supplied by the Operator to the staff engaged in maintaining the facility.
 - Hard Brooms
 - Soft brooms
 - Coir brush
 - Scraping Sheets
 - Bamboo Baskets

- Plastic containers
 - Bamboo Reapers
 - Plastic Buckets
 - Plastic Mugs
 - Sponge pieces
 - Washing Soap
 - Identity Cards
 - Apron inscribed with KeNHA Logo
 - Phenyle
 - Acid
 - Bleaching powder and lime powder
- e. The authorized KeNHA representative will supervise the work from time to time and point out any unsatisfactory service rendered by the selected operator and shall be entitled to give instructions for improvement as may be considered necessary and the selected operator shall be bound to carry out the instruction(s) for improvement of the services.
- f. In the event of unsatisfactory service, negligence or slackness on the part of the operator in carrying out the work or instruction(s), the Operator shall be required by KeNHA to give a satisfactory response failure to which KeNHA shall commence termination of the Contract, if there is no improvement even three (3) repeated instructions over similar issue.
- g. The selected operator shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against KeNHA by virtue of service rendered under this contract and shall not hamper the work by resorting to industrial action directed to KeNHA.
- h. The selected operator shall be held responsible for all or any of the act done by the staff /workers and shall be responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. KeNHA will not be liable for any such event whatsoever.
- i. The operator shall not engage child labour and shall engage in fair labour practices including granting annual leave to workers
- j. The operator should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.
- k. The operator shall not sublease or assign any part or portion of the work or the whole of the works on the basis of the commission to others without the Consent of Kenya National Highways Authority (KeNHA).
- l. KeNHA reserve the authority to terminate the contract on the basis of non-performance or due to Authority convenience
- m. KeNHA also reserves the right to alter, modify, change or remove any of the conditions mentioned

in the agreement, with prior notice to the operator.

Performance monitoring

KeNHA or its appointed agent shall monitor if the operator is maintaining the toilet facility to the specified standards. In the event of three (3) consecutives noncompliance or nonperformance incidences, the contract will be terminated and the operator will forfeit the performance surety. The pass mark is 70% and the table below provides the parameters under which the performance will be monitored;

S/No.	Performance indicator	YES	NO	Marks	Remarks by the monitoring Officer
1	Sweeping around the entire facility not done and sprinkling of disinfectants not done (once daily)			15%	
2	Cleaning and washing of the facilities not done (twice daily)			10%	
3	Cleaning and washing of toilets not done (every hour)			20%	
4	Supervisors absent (per day)			15%	
5	Phenyl not used (per wash)			10%	
6	Acid not used (weekly)			10%	
7	Written complaint from the user(s) to the Authority			10%	
8	Keeping record of monitoring report			10%	
Total score				100%	

Terms & Conditions

- i. This AGREEMENT shall be governed by and constructed in accordance with the laws of Kenya.
- ii. The selected bidders shall maintain the Public toilets for a period of three (3) years. User charges shall be collected from the users (toilets/bathroom).
- iii. The KeNHA shall fix timing of the opening and closing of the complex.
- iv. The operator shall collect the user charges from the users of Public toilets which are to be approved by the KeNHA. **Any revision in charges shall be done in consultation with KeNHA.** The operator shall operate and maintain the facilities to the satisfaction of KeNHA and regularly clean the toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability including continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets is clean and free from foul smell at all time and that soap, towels, hand driers are available at all times.
- v. The selected operator/ organization shall maintain the facility as per maintenance schedule agreed between the operator and KeNHA. KeNHA may engage third party evaluators to check

the quality of maintenance and in case the maintenance is found not to meet the standards KeNHA may penalize the operator/ organization.

- vi. The operator shall ensure that each toilet facility displays a signboard “This Toilet facility was built and is maintained by KeNHA.” The height of the lettering shall be 15cm.
- vii. The charges towards electricity, water, sewage and other such amenities or any type of Tax to be paid as required by the operator shall be included in the maintenance cost and will not be borne by the KeNHA.
- viii. The operator shall pay an annual fees as offered in the bid. However, KeNHA shall have a fixed reserve price for the annual fee and as quoted in the bid. KeNHA shall fix the reserve price. Before issuance of work order, the operator has to deposit the amount of annual License fee within seven (7) days for the first year and thereafter within the first fourteen (14) days of subsequent years failing which interest will be charged @ 12% per annum for the total amount due. The Contract shall be terminated in case of default of payment for three (3) months from the due date of payment
- ix. The operator shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The operator expressly agrees that the decision of the KeNHA in this regard shall be conclusive and binding on the operator.
- x. There should be provision of advertisement spaces in each public toilet. The size of the advertisement space shall be decided by KeNHA in consultation with the selected operator. However, final decision of KeNHA in this regard shall be conclusive and binding on the operator.
- xi. The operator shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- xii. Operator/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from the KeNHA. The advertising policy for generating revenue will be regulated by the KeNHA
- xiii. The operator shall ensure adequate water for general cleanliness of the public Toilets for which KeNHA shall have no objection to the operator for installing borehole at each site in addition to the water that may be supplied. Rain or underground water storage can be incorporated as an additional requirement to increase water reliability
- xiv. The title of interest, ownership and rights with regard to public Toilets /fittings provided therein and the land allotted by the KeNHA shall vest with the KeNHA except that these will be operated and maintained by the operator as per the Contract.
- xv. In case of loss due to theft or damage to the assets created in the public Toilets, the operator shall be responsible for making good immediately at its cost and shall continue to keep the complex operational and available for public use, at all times, as prescribed.
- xvi. Disputes if any arising during the maintenance / service period between KeNHA and the operator shall be referred to the Dispute Adjudication Board.
- xvii. KeNHA shall have the right to cancel / terminate the Contract at any stage in case of breach of any of the stipulated terms and condition by the operator or in case their performance is not satisfactory. KeNHA shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the operator in respect of maintenance of the public Toilets in clean and hygienic conditions and to keep the public facility in a state of good repairs at times. Such cancellation or

termination of Contract shall be preceded by a notice of 30 days, whereby the operator shall be directed to provide a written response on the breach of its contractual obligations

- xviii. The site and the work & service assigned to the operator by the KeNHA shall not be transferred by the operator to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- xix. The premises of public Toilets complex shall not be used by the operator for purpose other than that for which it is allowed under the contract for operation and maintenance.
- xx. Provision of inclined ramp should be provided at the entrance of the premises of the public toilet.
- xxi. The operator or his employees or agents shall conduct themselves in Courteous manner and politely deal with the users of these public Toilets.
- xxii. The operator will not use or allow any person to use public toilets for residential purpose and shall not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard per shift of eight hours to ensure continuous service delivery.
- xxiii. The operator shall be allowed to plant flowers and other shrubs around each toilet block subject to the approval by the KeNHA who is responsible for ensuring right of way to the public.
- xxiv. The operator shall ensure enforcement of existing labour laws, Minimum Wages Act and at no time, shall KeNHA be drawn into litigations on these matters
- xxv. The operator shall execute the agreement within Seven (7) days on the receipt of issuance of letter of award.
- xxvi. The operator shall ensure that water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of KeNHA
- xxvii. On the completion of the contract period, the operator shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the KeNHA within 24 hours and will not put any resistance failure to which the premises shall be vacated by way of eviction and KeNHA shall assume the occupation without any notice whereupon the operator will have no claim.
- xxviii. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the operator and the new conditions shall be binding on the part of the operator.

Disclaimer

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the KeNHA or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided. This RFP document is neither an agreement nor an offer by KeNHA to the prospective Bidders or any other person. This RFP document does not purport to contain all the information that each Bidder may require. RFP document may not be appropriate for all persons, and it is not possible for KeNHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document.

The statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KeNHA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KeNHA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way with short- listing of Bidder(s) for participation in the Selection Process.

KeNHA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

KeNHA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this RFP document. The issue of this RFP document does not imply that KeNHA is bound to short-list Bidders for next stage of the Selection Process for the Project and KeNHA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, with any demonstrations or presentations which may be required by KeNHA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and KeNHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Interpretation

- a.** In respect of interpretation of any ambiguity in this RFP or anything contained herein, the decision of the Authority shall be final and binding.
- b.** In respect of any point not covered herein or partially covered herein, the decision of the Authority shall be final and binding.

TECHNICAL PROPOSAL (STANDARD FORMAT)

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR MANAGEMENT, OPERATION AND MAINTENANCE OF TOILET FACILITIES AND OPEN SPACES AT WITEITHIE FOOTBRIDGES ALONG NAIROBI-THIKA SUPER HIGHWAY (A2S).

Place:Date:

FROM:

[Name & Designation of Contact Person (Service Provider Side)
with Complete Address of Communication]

TO:

[Name & Designation of Contact Person (Client Side)
with Complete Address of Communication]

Subject: Management, Operation and Maintenance of Public Toilets and open spaces at Witeithie Footbridge along Nairobi- Thika Superhighway (A2S).

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal **No.....Dated.....** We are hereby submitting our application which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is valid for acceptance and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. I/We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for Six (6) months and I/we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal and placed by the *(operator/ organization's name)*. The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract

I/We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. Certain information included in this proposal would if disclosed prejudice our commercial interests.

I/We confirm that I/We have the authority of **(Operator/ Organization)** to submit the proposal and to clarify any details on its behalf. I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Signature)

Name & Designation of Authorized Signatory

Name of the Operator/ Organization: Address:

TECHNICAL PROPOSAL

S.N.	ITEM	RESPONSE
1	Name of the Applicant	
2	Type of Operator/ Organization (√)	<input type="checkbox"/> Company <input type="checkbox"/> Society <input type="checkbox"/> Trust <input type="checkbox"/> Foundation <input type="checkbox"/> Cooperative Society <input type="checkbox"/> Others
3	Registration Number and Date	
4	Registered Office Address with Fax, Telephone No., e-mail id of Organization	
5	Name & Designation of the Contact Person	
6	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
7	Contact Person's Cell-phone Number(s)	
8	Experience in the field of Operations & Maintenance of public amenities / facilities (Give details). <i>Please attach Report on experience of last 3 Years</i> <i>Please attach Work Orders, Work Completion Certificates/ Reports</i>	
9	Financial Capability <i>Please attach Audited Annual Accounts along with Audited Reports of last three years</i>	
10	Plan for Operation & Maintenance of the Complex <i>Pease attach a detailed Operations & Maintenance Plan</i>	

Certificate:

I/We confirm that I/we have read the relevant documents and understood the Scheme for Operation and maintenance of Public Toilets, particularly our scope of work, and other terms and conditions. I/We convey our acceptance of the terms and conditions. The undersigned confirms that he/she has the necessary authority to submit this RFP on behalf of the applicant.

Date:

(Signature)

Place:

(Full Name and Seal)

FINANCIAL PROPOSAL (STANDARD FORMAT)

FINANCIAL PROPOSAL

Place:

Date:

FROM:

TO:

Dear Sir

I/We, the undersigned, offer to provide the services for [management, operations and Maintenance of Public Toilet and open spaces at Witeithie Foot bridges along Nairobi- Thika Super Highway (A2S) Road] in accordance with your Request for Proposal vide bid No..... I/We do hereby agree to carry out the work as per terms and conditions of the ‘RPF’ document and shall pay a sum of Kshs..... (Amount in words Kenya Shillings.....) **being annual license fee for the granted toilet facility and open spaces.** We confirm that our annual license fee is not less than the KeNHA’s reserve price of KSHS **120,000** (One hundred twenty thousand only).

This amount is inclusive of the local taxes, as applicable. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Operator/

Organization: Address:

MODEL AGREEMENT FOR MANAGEMENT, OPERATION AND MAINTENANCE OF TOILET FACILITIES AND OPEN SPACES AT WITEITHIE FOOTBRIDGE ALONG NAIROBI-THIKA SUPER HIGHWAY (A2S) ROAD

This agreement is made on the ____ day of _____ 20__ between KeNHA

AND

_____(Name of the 2ND PARTY:
Company/NGO/ Foundation/ Trust) having its Address of Correspondence
at _____
_____(Hereinafter called as “the 2nd Party)

AND WHEREAS

(a) The “1st Party” has decided to entrust the operation and maintenance of Public Toilets by the “2nd Party” under the jurisdiction of _____(Name of the KeNHA), more fully described in the schedule annexed separately.

(b) The “2nd Party”, having represented to the client that he/she has the required professional expertise, technical skill and resources, has agreed to undertake the work of operation and maintenance of Public Toilet facilities located at different places of along Thika Superhighway as per annexed list under the jurisdiction of _____(Name of the KeNHA) according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Section 1 - General Conditions of the Agreement

Section 2 - Technical Specification for Maintenance of Public Toilets;

Section 3 - Standard drawings of Toilet Block with its location.

2. The mutual rights and obligations of the Client (1st Party) and the Service Provider (2nd Party) shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The 2nd Party shall make payments as license fee to the 1st party in accordance with the provision of the agreement.
- (c) This AGREEMENT shall be governed by and constructed in accordance with the laws of Kenya.

3. Commencement and Duration of the Services

The Service Provider shall start the Service on..... ("the Start Date") and shall complete them by..... ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of the *[1st Party]*

[Authorized Representative]

Witness 1:

Witness 2:

For and on behalf of the *[2nd Party]*

[Authorized Representative]

Witness 1:

Witness 2:

[Note: If the Service Provider consists of more than one entity, all such entities should appear as signatories]

GENERAL CONDITIONS OF THE AGREEMENT

i) Terms & Conditions

- i. This AGREEMENT shall be governed by and constructed in accordance with the laws of Kenya
- ii. The selected bidders shall maintain the Public toilets for a period of 3 years. User charges shall be collected from the users (urinals/ toilets/bathing). 1st party after successful completion of the toilet will hand over the toilet to the concessionaire (2nd party).
- iii. The 2nd party (from the date work order is issued by the 1st party) will collect user charges after 6 days from the date of issuance of work order.
- iv. The toilet blocks shall be licensed for a period of 3 years. The period for each site shall exclude 6 days from the date of issuance of work order to the 2nd Party.
- v. The title of the land along with the structure built thereon for public toilet purpose with all fittings & fixtures will continue to vest with the 1st party.
- vi. The 2nd party shall collect the user charges from the users of Public toilets which are to be approved by the 1st party. Any revision in charges shall be determined by the 1st party in its sole discretion.
- vii. The 2nd party shall operate and maintain the complexes to the entire satisfaction of 1st party and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. So he shall ensure that requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls; and soaps, towels, hand driers are available to the extent required.
- viii. The 2nd party shall maintain the facility as per a maintenance schedule agreed between the two. The 1st party may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the 1st party may penalize the 2nd party.
- ix. The 2nd party shall ensure that each toilet facility displays prominently a sign “BUILT AND MAINTAINED BY KENHA (1st party)” along with the logo on the walls of the structure and well lit it. The height of the letters shall be at least 15 cm.
- x. The charges towards electricity, water, sewage and other such amenities as required by the 2nd party shall be included in the maintenance cost and will not be borne by the 1st party.
- xi. The 2nd party will have to pay an annual license fees to KeNHA as quoted in the bid.
- xii. The 2nd party shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The 2nd party expressly agrees that the decision of the 1st party in this regard shall be conclusive and binding on the 2nd party.

- xiii. The 2nd party shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- xiv. The 2nd party shall ensure adequate water for general cleanliness of the public Toilets for which 1st party shall have no objection to the 2nd party for installing a tube well at each site in addition to the water that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- xv. The possession of the entire structure as constructed along with fittings and fixtures provided in the public convenience will be handed over to the 1st party in good working condition, on the conclusion of the agreement without causing any damage.
- xvi. The title of interest, ownership and rights with regard to public Toilets contracted by the 2nd party for 1st party along with fixtures / fittings provided therein along with its land allotted by the 1st party shall vest with the 1st party except that these will be operated and maintained by the 2nd party as agreed in this agreement.
- xvii. In case of loss due to theft or damage to the assets created in the public Toilets, the 2nd party shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
- xviii. Disputes if any, arising during the maintenance / service period between 1st party and the 2nd party shall be referred to the dispute redressal committee.
- xix. The 1st party shall have the right to cancel / remove / terminate the Contract at any stage, in case of breach of any of the stipulated terms and condition by the 2nd party or in case their performance is not found satisfactory. The 1st party shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the 2nd party in respect of the regular maintenance of the public Toilets for cleanliness and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of 2nd party. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 30 days, whereby the operator shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- xx. The site and the work assigned to the 2nd party by the 1st party shall not be transferred by the 2nd party to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- xxi. The premises of public Toilets complex shall not be used by the 2nd party for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- xxii. The 2nd party or its employees or agents shall behave and deal politely with due courtesy with the users of these public Toilets.
- xxiii. The 2nd party will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.
- xxiv. The 2nd party shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the 1st party who is responsible for ensuring right of way to the

public.

xxv. The 2nd party shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time, the 1st party shall be drawn into litigations on these counts.

xxvi. The 2nd party shall execute the agreement within 7 (seven) days on the receipt of issuance of the 'letter of award'.

xxvii. The 2nd party shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of operation /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the respective service Department / Operator.

xxviii. On the completion of the contract period, the 2nd party shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the 1st party within 24 hours and will not put any resistance failing which the premises shall be evicted and the 1st party shall assume the occupation without any notice whereupon the 2nd party will have no claim.

xxix. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the operator and the new conditions shall be binding on the part of the 2nd party.

ii) . Management, Operation and Maintenance of Public Toilets:

i. The operator shall engage one person for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following sanitation works:

- a) Daily washing with water.
- b) Sweeping up to 50 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- c) 0.5 liters of acid per unit.
- d) Removal of solid waste.
- e) Sentry duties (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- f) Removal of handbills and washing of scrubbing inside and outside the structure.

The operator or his representative shall personally visit the Public toilets at least twice a day to supervise the workers

ii. The operator shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning.

iii. The operator should arrange for sufficient water supply at the structure for cleaning and washing.

iv. The following implements / disinfectants shall be supplied by the Operator to the staff Engaged by them.

- a) Compressor propelled mechanized cleaners

- b) Hard Brooms
 - c) Soft brooms
 - d) Coir brush
 - e) Scraping Sheet
 - f) Bamboo Basket
 - g) Plastic containers
 - h) Bamboo Reapers
 - i) Plastic Buckets
 - j) Plastic Mug
 - k) Sponge piece
 - l) Washing Soap
 - m) Adequate quantity of Phenyl, Oxalic acids, Hydrochloric (diluted) Acids and Bleaching and lime powder
 - n) Photo Identity Cards for each staff
 - o) Apron for each staff with 1st party 2nd party's name printed on it
 - v. The officials authorized by the 1st party will supervise the work from time to time and point out any unsatisfactory service rendered by the 2nd Party and shall be entitled to give suggestions as may be considered necessary and the 2nd Party shall be bound to carry out the work.
 - vi. In the event of incomplete and unsatisfactory service, negligence or slackness is found on the 2nd party in carrying out the work, the 1st party shall call for the explanation and can proceed to terminate the contract, if there is no improvement as provided in the contract.
 - vii. The operator shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to industrial actions etc.
 - viii. The operator shall be held responsible for all or any of the Act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The KeNHA will not be liable for any such event whatsoever.
- That operator shall not engage child labour and shall engage in fair labour practices
- ix. The operator shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the 1st party, the 1st party shall proceed to terminate the contract as per the contract provision.
 - x. The 1st party has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
 - xi. The 1st party also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without assigning any reason to the 2nd party.

iii.) Basic Facilities to be provide with the Unit:

The facilities should essentially include:

- i. Separate toilet blocks for men and women with separate entries

- ii. Seats for children in the section for women
- iii. Waiting / circulating area
- iv. A room for the care taker – from where he / she can oversee both entries – men's and women's block.
- v. Separate bathing cubicles for men and women
- vi. Laundry area in male and female sections
- vii. Urinal facilities for men
- viii. Water storage facility-10,000 Litres Capacity
- ix. Waste water disposal system
- x. Store room for keeping the cleaning material / equipment

iv) **Performance**

1st party can terminate the contract on a three month consecutive underperformance by the 2nd Party (Service Provider). The minimum set performance rating is 70%. The performance rating shall be based on overall performance score and not individual performance indicator. The table below gives the Performance aspect to be monitored and the minimum acceptable performance rating;

S/No.	Performance indicator	Target Performance Rating	Min mum acceptable Performance Rating
1	Sweeping of the entire facility not done and sprinkling of disinfectants not done (once daily)	15%	10.5%
2	Cleaning and washing of the facilities not done (twice daily)	10%	7%
3	Cleaning and washing of toilets not done (every hour)	20%	14%
4	Supervisors absent (per day)	15%	10.5%
5	Phenyl not used (per wash)	10%	7%
6	Acid not used (weekly)	10%	7%
7	Written complaint from the user(s) to the Authority	10%	7%
8	Keeping record of monitoring report	10%	7%
Total score		100%	70%

Complaints and Suggestions:

The 2nd Party (Service Provider) shall provide services to the satisfaction of the users. They should also maintain a complaint Register and suggestion Box within the premises, which shall be made available to the users/passengers. Notice to this effect should be put up at entry points to the toilet facility.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General Business Name Location of Business Premises Plot No, Street/Road..... Postal address Tel No. Fax Email Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch																													
Part 2 (a) – Sole Proprietor																													
Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																													
Part 2 (b) – Partnership																													
Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																									
1.																									
2.																									
3.																									
4.																									
Part 2 (c) – Registered Company																													
Private or Public State the nominal and issued capital of company Nominal Kshs..... Issued Kshs..... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">*Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> *Must Attach Identity Cards or Passports of all Directors						Name	Nationality	*Citizenship details	Shares	1.	2.	3.	4.
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Conflict of Interest: I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement: For and on behalf of M/s In the capacity of																													

	<p>Dated thisday of2021</p> <p>Interest in the Firm: Is there any person / persons in KeNHA or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary)</p> <p>Date (Title)(Signature)</p> <p>.....</p> <p>Suppliers "Company's" Official Rubber Stamp</p> <p>.....</p>
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TENDER SECURITY FORM

Whereas[name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of[name and/or description of the services]

(Hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[Name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

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

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the _____ Tender _____ Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 ____ to

Supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

.....

[Name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[Amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company and address*) _____ declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KeNHA.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KeNHA may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company and address*) _____ declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company and address*) _____ declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

FAIR EMPLOYMENT LAWS DECLARATION

We *(insert the name of the company and address)* _____

declares and guarantees that :

1. We have not been involved and will not be involved in violation of fair employment laws and practices
2. That what is declared herein above is true to the best of my knowledge, information and belief.

NameSignature.....Date

Company Seal / Business Stamp

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned decision
on the following grounds , namely:-

1.

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

1.

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