



**REPUBLIC OF KENYA  
NATIONAL COMPETITIVE BIDDING (NCB)  
NCB No: MOE/SDBE/NCB/02/2016 – 2017**

***For***

**PROVISION OF CLEANING SERVICES AT JOGOO  
HOUSE 'B', CDE'S OFFICE- NYAYO HOUSE,  
KNATCOM, DIRECTORATE OF SCHOOL AUDIT  
SERVICES - NATIONAL BANK BUILDING, ADULT  
EDUCATION – KENYA REINSURANCE BUILDING AND  
NATIONAL ICT INNOVATION, INTEGRATION CENTRE  
(NI<sup>3</sup>C), KENYA SCIENCE CAMPUS, SMASSE BUILDING,  
NGONG ROAD (OPP. NAKUMATT JUNCTION), UCHUMI  
HOUSE, TELPOSTA PLAZA AND UTALII HOUSE**

**PURCHASER: MINISTRY OF EDUCATION  
STATE DEPARTMENT OF  
BASIC EDUCATION**

**COUNTRY: REPUBLIC OF KENYA**

**Issued on: 8<sup>TH</sup> NOVEMBER, 2016**

**CLOSING DATE: 22<sup>ND</sup> NOVEMBER, 2016 AT 10.00 A.M**

## Table of Contents

<b>TENDER NOTICE .....</b>	<b>4</b>
<b>SECTION II: INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
2.1 Eligible tenderers .....	5
2.2 Cost of tendering.....	5
2.3 Contents of tender documents.....	5
2.4 Clarification of Documents.....	6
2.5 Amendment of documents .....	6
2.6 Language of tender .....	6
2.8 Form of Tender .....	7
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security .....	8
2.13 Validity of Tenders .....	9
2.14 Format and Signing of Tender .....	9
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	10
2.17 Modification and withdrawal of tenders .....	10
2.18 Opening of Tenders.....	11
2.19 Clarification of tenders.....	11
2.20 Preliminary Examination and Responsiveness .....	11
2.21 Conversion to a single currency.....	12
2.22 Evaluation and comparison of tenders.....	12
2.23. Contacting the procuring entity.....	13
2.24 Award of Contract.....	13
2.25 Notification of award .....	14
2.26 Signing of Contract.....	14
2.27 Performance Security.....	15
2.28 Corrupt or Fraudulent Practices .....	15
<b>SECTION III: GENERAL CONDITIONS OF CONTRACT.....</b>	<b>20</b>
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Standards.....	21
3.5 Patent Right's.....	21
3.6 Performance Security.....	22
3.7 Inspections and Tests .....	22

3.8	Payment.....	23
3.9	Prices.....	23
3.10	Assignment .....	23
3.10	Termination for Default .....	23
3.12	Termination of insolvency .....	23
3.13	Termination for convenience .....	24
3.14	Resolution of disputes.....	24
3.15	Governing Language.....	24
3.16	Force Majeure .....	24
3.17	Applicable Law.....	24
3.18	Notices .....	24
<b>SECTION V: DESCRIPTION OF SERVICES .....</b>		<b>26</b>
<b>SECTION VI: TECHNICAL SPECIFICATIONS.....</b>		<b>28</b>
<b>SECTION VII: STANDARD FORMS.....</b>		<b>41</b>
FORM OF TENDER .....		41
CONFIDENTIAL BUSINESS QUESTIONNAIRE .....		42
TENDER SECURITY (BANK GUARANTEE).....		43
TENDER-SECURING DECLARATION .....		44
INTEGRITY DECLARATION.....		45
NON-DEBARMENT STATEMENT FORM.....		46
CONTRACT FORMS .....		49
LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS.....		50
LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD .....		51
FORM OF CONTRACT AGREEMENT .....		52
BANK/INSURANCE PERFORMANCE GUARANTEE .....		53
BANK/INSURANCE ADVANCE PAYMENT GUARANTEE .....		54
SITE VISIT CLEARANCE CERTIFICATE .....		55

# MINISTRY OF EDUCATION, STATE DEPARTMENT OF EDUCATION



## TENDER NOTICE

The **MINISTRY OF EDUCATION, STATE DEPARTMENT OF EDUCATION** invites sealed tenders from eligible candidates for the provision of **Cleaning Services at Jogoo House ‘B’, CDE’s Office- Nyayo House, KNATCOM, Directorate of School Audit Services- National Bank Building, Adult Education – Kenya Reinsurance Building And National ICT Innovation, Integration Centre (N<sup>3</sup>C), Kenya Science Campus, SMASSE Building, Ngong Road (Opp. Nakumatt Junction), Uchumi House, Teleposta Plaza and Utalii House for the period 2016-2017 and 2017-2018( Two Years)**

Interested eligible bidders may obtain further information and inspect the bidding documents at the office of the **Head of Supply Chain Management Services, Ministry of Education, State Department of Basic Education, Ground floor Jogoo House ‘B’ Room 9** or be viewed from our website <http://www.education.go.ke>.

A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of **KES 1,000.00** to the **Ministry of Education Cash Office, at Jogoo House ‘B’, 7<sup>th</sup> Floor Room 726.**

Bids must be submitted through our online IFMIS portal no. 339133 and one hard copy in plain sealed envelope and clearly marked the specific tender number and tender description, be deposited at the tender box located at the reception area of Jogoo House ‘B’ Harambee Avenue on or before 10.00 AM (Local Time) **on Tuesday, 22<sup>nd</sup> November 2016** and must be accompanied by a tender securing declaration for Youth, Women and Persons with disability.

- **This Tender is exclusively reserved for the youth, women and persons with disability.**
- **Bidders must bid for all the lots.**

**NB: Bids not submitted through IFMIS are unacceptable.**

This procurement shall be undertaken in accordance with the provisions of the Public Procurement and Asset Disposal Act, 2015 and Public Procurement and Disposal Regulations (PPDR) 2006.

Bids shall be opened in the presence of bidders’ representatives who choose to attend at 10.30 AM (Local Time) **on Tuesday, 22<sup>nd</sup> November 2016** at the:-

**Ministry of Education**  
Harambee Avenue, Jogoo House B, Conference Room, 2<sup>nd</sup> floor,  
P.O. Box 30040-00100, Nairobi  
Tel +254 020 318581  
**NAIROBI – KENYA**  
Email: [ps@education.go.ke](mailto:ps@education.go.ke)

**Head, Supply Chain Management Services**  
**For: PRINCIPAL SECRETARY**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

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

- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.1.6. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.1.7. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.1.8. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

## 2.11 Tenderers Eligibility and Qualifications.

**2.11.1** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.3 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or



(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 **Submission shall be through the IFMIS portal number 339133 indicated in the advertisement and one hard copy in plain sealed envelope clearly marked the specific tender number and tender description:**

2.15.2 (a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 22<sup>nd</sup> November, 2016 at 10.00A.M**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph invitation to tender and no later than **date and time specified in sub clause 2.15.2 (b).**

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

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

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

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender

Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender

security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### **(a) *Operational Plan.***

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

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

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

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

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

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

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## TENDER DATA SHEET

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers (ITT). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT Clause Number	Particulars of appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers; <b>Youth, Women and Persons with disability.</b>
2.1.3	A joint Venture, consortium or an association is applicable. All parties shall be jointly and severally liable... <b>“YES”</b>
2.4.1	The address for clarification of Tender documents is Attention: <b>The Head Supply Chain Management, Ministry of Education, State Department of Basic Education Jogoo House B, Harambee Avenue P.O Box 30040-00100 NAIROBI- KENYA</b>  Telephone: <b>+254 020 318581</b> Electronic mail address: <a href="mailto:ps@education.go.ke">ps@education.go.ke</a>
2.4.2	Period to respond to request for clarification – <b>Seven Days</b> Period prior to deadline for submission of Tenders for the Tenderers to request clarifications <b>10 days.</b>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	<b>Prices shall remain fixed for the first one year but may be adjusted according to the prevailing laws in the second year.</b>
2.10	Particulars of other currencies allowed: Prices to be quoted <b>in Kenya Shillings</b>
	Specify the target group for preference or reservations – <b>Youth, Women and Persons with disability.</b> <ul style="list-style-type: none"> <li>• <b>Attach tender securing declaration form duly filled</b></li> <li>• <b>Certificate of Registration from the National Treasury</b></li> <li>• <b>Evidence that the firm has 70% membership of youth or persons with disability and leadership is 100% youth and persons with disability.</b></li> </ul>
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> <li>• <b>Attach certificate of registration/ incorporation.</b></li> <li>• <b>Attach local authority trading license</b></li> <li>• <b>Tax compliance certificate</b></li> <li>• <b>Must submit copy of NSSF compliance certificate or evidence of registration</b></li> <li>• <b>Must submit copy of NHIF Compliance certificate or evidence of remittance of employees NHIF contributions</b></li> </ul>
2.12.1	Particulars of tender security if applicable; - <b>A tender declaration form.</b>
2.13.1	Tender Validity: 120 days from the date of the opening
2.14.2	Number of copies: <b>Submission shall be through the IFMIS portal number 339133 and one hard copy in plain sealed envelope clearly marked the specific tender number and tender description.</b>



2.16.1	The deadline for Tender submission is a) Day <b>Tuesday</b> b) Date <b>22<sup>nd</sup> November, 2016</b> Time <b>10.00am local time</b>																																														
2.18.2	The Tender opening shall take place at: <b>Ministry of Education, State Department of Education</b> <b>Jogoo House B , Harambee Avenue, Nairobi - Kenya</b> <b>2<sup>nd</sup> Floor Conference Room,</b>																																														
2.20.1	<p>The Preliminary evaluation shall be:  <b>Mandatory requirements (MR)</b>  <b>NB: At this stage, the tenderer's submission will either be responsive or non-responsive i.e. YES/NO Basis. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p> <table border="1"> <thead> <tr> <th>S/N</th><th>Requirements</th><th>Responsive or Not Responsive</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Must submit a copy of certificate of registration / incorporation</td><td></td></tr> <tr> <td>2.</td><td>Must submit a copy of valid tax compliance certificate</td><td></td></tr> <tr> <td>3.</td><td>Must fill the price schedule in the format provided</td><td></td></tr> <tr> <td>4.</td><td>Must fill the form of tender in the format provided</td><td></td></tr> <tr> <td>5.</td><td>Must submit a dully filled up confidential business questionnaire in the format provided</td><td></td></tr> <tr> <td>6.</td><td>Duly filled and signed tender securing declaration</td><td></td></tr> <tr> <td>7.</td><td>Must provide evidence of workers compensation insurance policy/ A copy of workers injuries benefit insurance cover / Professional indemnity insurance policy</td><td></td></tr> <tr> <td>8.</td><td>Must submit copy of NSSF compliance certificate or evidence of registration</td><td></td></tr> <tr> <td>9.</td><td>Must submit copy of NHIF Compliance certificate or evidence of remittance of employees NHIF contributions</td><td></td></tr> <tr> <td>10.</td><td>Site visit clearance certificate filled and signed as per the attached, by Ministry of Education, State Department of Basic Education representative for the lots quoted.</td><td></td></tr> <tr> <td>11.</td><td>A registration certificate from the relevant Government Body.</td><td></td></tr> <tr> <td>12.</td><td>Clearance certificate from the youth enterprise fund if you are youth; Women Gender Directorate if a Woman; and Certification from National Council for Persons with Disability if you are a person with Disability.</td><td></td></tr> <tr> <td>13.</td><td>Copy of a CR12 search showing list of Directors. An enterprise owned by Youth, Women or persons with disabilities shall have at least 70% membership of youth, women or persons with disabilities and the leadership shall be 100% youth, women and persons with disability, respectively.</td><td></td></tr> <tr> <td>14.</td><td>Attach their copies of the National Identity Card/ Passport</td><td></td></tr> </tbody> </table>		S/N	Requirements	Responsive or Not Responsive	1.	Must submit a copy of certificate of registration / incorporation		2.	Must submit a copy of valid tax compliance certificate		3.	Must fill the price schedule in the format provided		4.	Must fill the form of tender in the format provided		5.	Must submit a dully filled up confidential business questionnaire in the format provided		6.	Duly filled and signed tender securing declaration		7.	Must provide evidence of workers compensation insurance policy/ A copy of workers injuries benefit insurance cover / Professional indemnity insurance policy		8.	Must submit copy of NSSF compliance certificate or evidence of registration		9.	Must submit copy of NHIF Compliance certificate or evidence of remittance of employees NHIF contributions		10.	Site visit clearance certificate filled and signed as per the attached, by Ministry of Education, State Department of Basic Education representative for the lots quoted.		11.	A registration certificate from the relevant Government Body.		12.	Clearance certificate from the youth enterprise fund if you are youth; Women Gender Directorate if a Woman; and Certification from National Council for Persons with Disability if you are a person with Disability.		13.	Copy of a CR12 search showing list of Directors. An enterprise owned by Youth, Women or persons with disabilities shall have at least 70% membership of youth, women or persons with disabilities and the leadership shall be 100% youth, women and persons with disability, respectively.		14.	Attach their copies of the National Identity Card/ Passport	
S/N	Requirements	Responsive or Not Responsive																																													
1.	Must submit a copy of certificate of registration / incorporation																																														
2.	Must submit a copy of valid tax compliance certificate																																														
3.	Must fill the price schedule in the format provided																																														
4.	Must fill the form of tender in the format provided																																														
5.	Must submit a dully filled up confidential business questionnaire in the format provided																																														
6.	Duly filled and signed tender securing declaration																																														
7.	Must provide evidence of workers compensation insurance policy/ A copy of workers injuries benefit insurance cover / Professional indemnity insurance policy																																														
8.	Must submit copy of NSSF compliance certificate or evidence of registration																																														
9.	Must submit copy of NHIF Compliance certificate or evidence of remittance of employees NHIF contributions																																														
10.	Site visit clearance certificate filled and signed as per the attached, by Ministry of Education, State Department of Basic Education representative for the lots quoted.																																														
11.	A registration certificate from the relevant Government Body.																																														
12.	Clearance certificate from the youth enterprise fund if you are youth; Women Gender Directorate if a Woman; and Certification from National Council for Persons with Disability if you are a person with Disability.																																														
13.	Copy of a CR12 search showing list of Directors. An enterprise owned by Youth, Women or persons with disabilities shall have at least 70% membership of youth, women or persons with disabilities and the leadership shall be 100% youth, women and persons with disability, respectively.																																														
14.	Attach their copies of the National Identity Card/ Passport																																														

2.20.2		<b>Correction of Arithmetical Errors</b>	
	(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly	
	(b)	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;	
	(c)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and	
	(d)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.	
Tenderers <b><i>must quote for all the lots.</i></b>			
2.21.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b><i>Kenya Shillings</i></b> <b>The source of exchange rate shall be <i>The Central Bank of Kenya.</i></b> The date for the exchange rate shall be: The bid closing day 22 <sup>nd</sup> November,2016		
2.22.6	Criteria for bid technical evaluation and comparison: <b>NOTE: Only bidders who score 54 Marks (60%) and above will be considered for financial evaluation. Those who score below 54 marks (60%) shall be eliminated at this stage from the entire evaluation process and will not be considered further.</b>		
	S/No	Evaluation Attributes	Weighting Scores
			Max Scores
	1	Attach company profile. Physical facilities Provide details of physical address and contacts – <b><i>attach evidence</i></b>	Company Profile should have:- <ul style="list-style-type: none"><li>Physical address</li><li>Telephone Number</li><li>Email Address,</li><li>Staff numbers</li><li>Should be in existence in a minimum of 2 years</li><li>copy of title deed or lease document or latest utility bill.</li></ul>
	2	Provide a list of clients and references to which the company has done similar work.	5 clients with recommendation letters from the clients – (3 marks each client)
	3	Provide details of any relevant certifications and/or trainings. Such certifications / training may be for your company or for your individual staff as relevant to providing cleaning services.	<ul style="list-style-type: none"><li>Details of at least 4 certifications and/or training with proof of your company– (3 marks each )</li></ul>
			12

		<b><i>Attach evidence</i></b>		
4	Certificates of good conduct	<ul style="list-style-type: none"> <li>Provide copies of certificates of good conduct from the Kenya Police, Criminal Investigation Department for at least 10 staff members – 1 marks each</li> </ul>	10	
5	Cleaning equipment and protective gear/ accessories owned by the firm <b>OR</b> hired and to be directly assigned to MOE/Ministry of Education during the contract period <b><i>(attach evidence of ownership or agreement for hiring the equipment)</i></b>	<ul style="list-style-type: none"> <li>Provide details / list of at least ten (10) equipments and accessories and explain what they will be used for. <b><i>(1 marks for each)</i></b></li> </ul>	10	
6	Proposed number of cleaning staff to be deployed directly to Ministry of Education (MOE) for each site.	To be evaluated on the adequacy of the proposed required staff for each site. <ul style="list-style-type: none"> <li>Adequate- (10 marks)</li> <li>Inadequate- (5 marks)</li> </ul>	10	
7	Provide 3 cleaning orders / Contracts from different corporate / Government Ministry / Department with values of at least Ksh 200,000.00 each.	3 cleaning orders with value of Ksh.200,000 – 2 marks each  Orders with values less than Ksh.200,000 – 1 mark each	6	
8	Detergents / chemical to be used for cleaning windows on the site	<ul style="list-style-type: none"> <li>Provide list</li> </ul>	5	
9	Detergents / chemical to be used for cleaning other places	<ul style="list-style-type: none"> <li>Provide list</li> </ul>	7	
10	Work program / operation plan / schedule of cleaning / work plan and persons responsible and timings.	<ul style="list-style-type: none"> <li>Provide details as indicated on special conditions of contract – <b>Other Conditions</b></li> </ul>	4	
11	Submit three years balance sheet <ul style="list-style-type: none"> <li>showing a turnover of Kshs.1,000,000.00 (3marks)</li> <li>liquidity/credit facility net of other contractual commitments of Kshs.1,000,000.00 (3marks)</li> </ul>	<ul style="list-style-type: none"> <li>Attach proof</li> </ul>	6	
	Total		90	

2.22.1	Particulars of post – qualification if applicable/yes – (which includes authentication of documents submitted and office visit and visits of referenced organizations)
2.23.1	Particulars of performance security if applicable. – Kshs.200,000.00 from a reputable financial institution.

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

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

### **3.5 Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.



## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

GCC	Special conditions of contract
3.6	Specify performance security if applicable – Performance security of Ksh 200,000.00 from a reputable financial institution.
3.8	Specify method and conditions of performance – N/A
3.9	Specify price adjustments allowed –in the second year
3.14	Specify resolution of disputes- by arbitration
3.17	Specify applicable law – laws of Kenya
3.18	Indicate addresses of both parties CLIENT: THE PRINCIPAL SECRETARY, MINISTRY OF EDUCATION, STATE DEPARTMENT OF EDUCATION P.O. BOX 30040 – 00200 NAIROBI CONTRACTOR: _____ _____ _____

### **Other conditions;**

- **The prices quoted should be valid for 12 months.**
- Contractor should provide **details / work plan** of how he/she intends to execute the contract and should as a minimum contain the following:
  1. A work scheme specifying the daily and other periodic frequency with which the contractor intends to execute the main task for each area or surface relating to the service to be contracted.
  2. an organization chart indicating man power strength
  3. An illustration of how the equipment will be deployed in relation to specific areas /surface of the service to be contracted. Indicate the work plan; Which should include
    - a) Number of staff to be deployed in each specific areas of service as provided in the Scope of Work Schedules. This shall include their intended wage rate, which shall be in accordance to the labour law. Attach evidence e.g. payroll and/or pays lips for wage rates paid for at least 30 workers.
    - b) Training Schedule
    - c) A Supervisor daily checklist
    - d) Equipment and Machines to be used to achieve intended purpose in all areas.
    - e) Emergency or contingency measures in terms of staffing for any eventuality.
    - f) Type of chemicals and detergents to be used.
  4. Cleaning schedules

## SECTION V: DESCRIPTION OF SERVICES

- Cleaning Services for Jogoo House ‘B’ (11 floors) and other specified sites will be as specified in the schedule of prices.
- **The contract duration will be 24 months.**
- Human and environmentally friendly cleaning products to be used.

### Human Resource/Personnel.

#### 1. **Managing Director/ Proprietor**

- Must have a minimum of five (1No) years’ experience in providing cleaning services to public / private institutions of similar complexity.
- Professional training in cleaning services will be an added advantage (attach certificate).

#### 2. **Manager (Team Leader)**

- Should be a holder of at least form four certificates.
- Must have a certificate in Housekeeping / institutional management.
- At least 5 years’ experience in cleaning services and proof by providing copies of credentials.
- Must have attended a course in customer care / human relations. Provide certificate of attendance.

#### 3. **Employees**

- Must have a minimum of form four certificate
- Must have experience of at least 2 years
- Related course will be an added advantage.
- Must have a certificate of good conduct from the **Kenya Police**.
- Must have **Public health officer** certificate from Ministry of health.
- Employees must be retained for at least 12 months for good delivery of service from experience unless otherwise (Criminal record etc.)

#### 4. **Uniform/ Dressing.**

- The attire must be presentable and decent.
- The workers **MUST** be given protective attire (i.e. Gloves, boots, helmets, goggles, safety belts, noose masks etc.)

#### 5. **Number of workers Required**

- Jogoo House ‘B’ for 10 floors and ground floor – 38 cleaners
- County Director of Education at Nyayo House 14<sup>th</sup> And 15<sup>th</sup> Floor – 3 cleaners
- KNATCOM - UNESCO, 14<sup>th</sup> Floor National Bank Building and Directorate of School Audit Services, 15<sup>th</sup> Floor National Bank Building – 4 cleaners

- Directorate of Adult and Continuing Education Kenya Reinsurance building 8<sup>th</sup> and 13<sup>th</sup> floor - 3 cleaners
- National ICT Innovation and Integration Centre (NI<sup>3</sup>C), Kenya Science Campus, SMASSE Building, Ngong Road (Opp. Nakumatt Junction) – 3 cleaners
- Telposta Towers – TVET - 4 cleaners
- Utalii House 10<sup>th</sup>, 9<sup>th</sup> and 8<sup>th</sup> floor, (DRMD) - 9 cleaners
- Uchumi House - Directorate Of Youth Training, 6<sup>th</sup> and 7<sup>th</sup> floor - 4 cleaners
- Total cleaners required excluding supervisors – 68 cleaners.

## SECTION VI: TECHNICAL SPECIFICATIONS

### JOGOO HOUSE 'B': AREAS TO BE CLEANED

N.B: AREAS IN SQ.FT

#### 1. TOILETS AND KITCHEN

	LADIES			GENTS				VIP			KITCHEN		KITCHEN
	WC	WHB	AREA	WC	WHB	URN	AREA	WC	WHB	AREA	SINK/W. TOP	AREA	
GROUND FLOOR	3	2	122	3	2	2	96	1	1	24	1	48	
1 <sup>ST</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
2 <sup>ND</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	24
3 <sup>RD</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
4 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
5 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
6 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
7 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
8 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
9 <sup>TH</sup> FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
10TH FLOOR	2	1	84	3	2	2	96	1	1	24	1	48	
TOTAL	23	12	962 SQ.FT	33	22	22	1056	11	11	264	11	528	

<b>2. Stairs</b>		
No: Total - Area	=	3252 sq .ft
& Fire exits Ducts	=	360 sq.ft
<b>3. Windows</b>		
External Windows- Area	=	28400 sq.ft
Internal windows	=	28400 sq.ft
<b>Total</b>		<b>56 800 sq.ft</b>
<b>4. Corridors</b>		
Carpeted corridors - Area	=	2496 sq.ft
Carpeted office – Area	=	10810 sq.ft
Uncarpeted offices – Area	=	68342 sq.ft
<b>Total</b>		<b>81,648 sq.ft</b>
<b>5. Tiles floor corridors</b>		
corridor Area	=	11020 Sq.ft
and lobbies	=	9408 Sq.ft
<b>Total</b>	=	<b>20,428 Sq.ft</b>
<b>6. Carpark and compound and</b>		
External stairs -area	=	29670 sq.ft
<b>7. Space between compound and</b>		
street - Area	=	2274 sq.ft
<b>8. Cleaning 4 No. Lifts Total area</b>		
	=	192 sq.ft

**NOTE:**

WC	=	water
WHB	=	wash Hand basin
URN	=	urinal

**B). COUNTY DIRECTOR OF EDUCATION AT NYAYO HOUSE 14<sup>TH</sup> AND 15<sup>TH</sup> FLOOR.**

Carpeted area	=	1,395	SQFT
Carpeted area	=	13,394	SQFT
Corridors	=	996	SQFT
VIP Area	=	438	SQFT
Lift Area	=	1,196	SQFT
Stairs	=	72	SQFT
Ladies	=	130	SQFT
Sanitary bins	=	2 bins emptying weekly	
Gents	=	130	SQFT
Window Area	=	1,246	SQFT

**C) Cleaning Services for Knatcom-Unesco, 14<sup>th</sup> Floor National Bank Building**

**1 Stairs**

Total area = 288 sq.ft

**2 Windows**

External Windows-area = 1320Sq.ft

Internal Windows = 1320 Sq.ft

**Total = 2640 Sq.ft**

**3 Offices**

Carpeted area = 3820 Sq.ft

Uncarpeted area = 330 Sq.ft

**4 Corridor**

Carpeted area = 280 Sq.ft

**5 Reception area**

Carpeted area = 483 Sq.ft

**6 Lift Area**

PVC Area = 224 Sq.ft

**7 Toilets Area**

Gents -PVC = 200 Sq.ft

Ladies-PVC = 161 Sq.ft

**8 Provision of Sanitary bin**

Provide-4 sanitary bins (2 bins in Ladies VIP toilets)  
(2 bins in Ordinary ladies toilets)

**D) Cleaning Services for Directorate School Audit Services, 15<sup>th</sup> Floor National Bank Building**

**1 Stairs**

Total area = 288 sq.ft

**2 Windows**

External Windows-area = 1320Sq.ft

Internal Windows -area = 1320 Sq.ft

**Total = 2640 Sq.ft**

### 3 Offices

Carpeted area	=	3,640 Sq.ft
Uncarpeted area	=	570 Sq.ft

### 4 Corridor

Uncarpeted area	=	380 Sq.ft
-----------------	---	-----------

### 5 Lift Area

PVC Area	=	224 Sq.ft
----------	---	-----------

### 6 Toilets Area

Gents -PVC	=	200 Sq.ft
Ladies-PVC	=	161 Sq.ft

### 7 Provision of Sanitary bin

Provide-4 sanitary bins (2 bins in Ladies VIP toilets)  
(2 bins in Ordinary ladies toilets)

#### E) Cleaning services for Adult Education Kenya Reinsurance building 8<sup>th</sup> and 13<sup>th</sup> floor.

#### 1. 8<sup>th</sup> floor

Carpeted Area	=	3482.50 Sq. ft
Corridor (uncarpeted)	=	708 Sq. ft

#### 2. 13<sup>th</sup> floor

Carpeted Area	=	3873.25 Sq. ft
Corridor (carpeted)	=	714 Sq ft

#### 3. Windows

##### 8<sup>th</sup> floor

External 225 ft x 6 ft	=	1350 Sq ft
Internal 225 ft x 6 ft	=	1350 Sq. ft

##### 13<sup>th</sup> floor

External 244.5 ft x 6 ft	=	1467 Sq. ft
Internal 244.5 ft x 6 ft	=	1467 Sq ft

4. Carpeted office	=	7355.75 Sq. ft
Uncarpeted offices	=	93 Sq. ft

5. Kitchens	=	133 Sq. ft
-------------	---	------------

6. VIP Washroom	=	36 Sq. ft
-----------------	---	-----------

#### F) Cleaning services for National ICT Innovation and Integration Centre (NI<sup>3</sup>C), Kenya Science Campus, SMASSE Building, Ngong Road (Opp. Nakumatt Junction)

#### 1 Windows

External Windows-area	=	3320Sq.ft
Internal Windows -area	=	220 Sq.ft
<b>Total</b>	=	<b>2640 Sq.ft</b>

## 2 Offices

Tiled area	=	3,200 Sq.ft
Wooden Tiled area	=	450 Sq.ft

## 3 Corridors

Tiled area	=	380 Sq. ft
------------	---	------------

4 Kitchens	=	25 Sq. ft
5 VIP Washroom	=	136 Sq. ft
6 Tarmac Parking	=	1300 Sq. ft
7 Grounds for maintenance of Green Grass	=	31725 Sq. ft

### **Cleaning services for Utalii House 10<sup>th</sup>, 9<sup>th</sup> and 8<sup>th</sup> floor, (DRMD)**

1. Carpets	=	1,814.75 sq ft
2. Tiles	=	3,402.55 sq ft
Total	=	<b>5,214.75 sq ft</b>
3. Windows	=	1,300.04 sq ft
4. Leather sofa set 5 seater 1 No.		

### ***To clean only offices***

### **Cleaning services for Telposta Plaza - TVET**

1. Carpets	=	1800 sq ft
2. Tiles	=	5151 sq ft
Total	=	<b>6951 sq ft</b>
3. Windows	=	4 sq ft
4. Leather sofa set		

### ***To clean only offices***

### **Cleaning Services For Directorate Of Youth Training,6<sup>th</sup> and 7<sup>th</sup> floor Uchumi House**

1. Carpets	=	1081 sq ft
2. Uncarpeted wooden floor area	=	26553.8 sq ft
Total	=	<b>27634.81 sq ft</b>

### ***To clean only offices***



## **Scope of work**

### **A. Within the office Building.**

For the purpose of maintaining the highest standards of cleanliness and hygiene, the works should include the following tasks:-

- ❖ Remove all rubbish, dirt, stain, spills, blemish or foreign objects on or around the surface.
- ❖ Ensure that all areas are free from foul or unpleasant odour.
- ❖ Ensure that all polished or smooth surface retain their original gloss.
- ❖ Collect and dispose all rubbish, dirt, waste materials or refuse from the office to the place designated for this purpose daily.
- ❖ Daily dusting of all surfaces including disinfecting of telephone heads and damp wiping.

### **B. Carpeted offices and corridor**

- Vacuum cleaning daily
- Shampooing every two weeks
- Removal of stains
- Emptying waste baskets daily

### **C. Other offices/corridors with tiles, pvc or terrazzo floor**

Sweeping and machine scrubbing daily

Stripping waxing and polishing weekly

Drying the floors

Emptying waste baskets daily – morning and afternoon

### **D. Washrooms - (toilets, urinals, wash basins & sinks)**

Sweeping machine scrubbing daily

Stripping and washing daily

Disinfecting hand-touch facilities

Unblocking drain pipes

Supply urinal naphthalene coloured balls

Emptying sanitary bins

### **E. Furniture, desks and tables**

- Dusting and damp wiping daily
- Polishing of tables and desks
- Dusting and damp wiping telephone and head set daily
- Disinfecting telephone hand set daily

### **F. Windows**

- Dusting and damp wiping daily
- Dusting window frames & mullions daily
- Disinfecting handles and fasteners weekly.

**G. Lifts**

- Damp mopping and machine scrubbing daily.
- Wiping mirror clean daily
- Vacuum cleaning where necessary

**H. External spaces**

- Dusting rails around stairs and within compound
- Sweeping of the compound daily
- Sweeping of pavements, parking bays, verandas, collection of all litters and disposing to designated areas
- Emptying waste bin twice daily and disposing waste
- Cleaning waste bins and disinfecting daily.
- Maintaining any plants within.
- Maintaining grass at NI3C grounds (lawn mower machine).

**I. Stairs, balcony and fire exits**

- Sweeping and machine scrubbing daily
- Stripping, waxing polishing weekly.

**J. Toilet Hygiene**

**i) Provision of sanitary bins**

- Provide 35 sanitary bins(Jogoo House B )
  - i) Two bins in each ladies toilets from ground to 10<sup>th</sup> floor.
  - ii) One bin for the switchboard toilet
  - iii) One bin for each VIP toilet on all floors including the toilet in room No. 712.
- Provide 4 sanitary bins (School Audit Unit-National Bank Building 15<sup>th</sup> floor
  - i) Two bins in ladies VIP toilet
  - ii) Two bins in Ordinary ladies
- Provide 2 bins in ladies toilet ( PDE,S office - Nyayo House 14<sup>th</sup> and 15<sup>th</sup> floor)
- Provide 2 bins in ladies toilet( NI3C-Kenya Science)
- Emptying of bins once a week
- Cleaning and disinfecting the bin thoroughly
- Move the bins hygienically in bags properly covered.

**ii)** To check the working conditions of drainage pipes, water taps and report to the concerned authority any faulty for rectification.

**iii)** Clean mirrors, dispensers and all toilet fittings

- The Ministry shall provide a daily check list for the cleaning services.
- The Ministry shall do daily inspection on all the areas to be cleaned and a report given.

### **LIST OF CHEMICALS AND MATERIALS USED IN PROVISION OF SERVICES**

1. Multipurpose detergents: - For general cleaning of all surfaces
2. Disinfectants solution: - For the disinfecting of all surfaces and washroom
3. Methylated spirit/ dettol :- For cleaning of telephone heads in offices
4. Emulsion polish: - For the polishing of P.V.C and granite floor
5. Heavy duty wax polish:-For polishing of wooden floors along the stair case.
6. Window and gloss: - For the daily cleaning of offices windows, partitions and doors

### **EQUIPMENTS**

**Indicate the quantity of equipment's available for the execution of the contract on the column provided.**

	<b>EQUIPMENT</b>	<b>USE</b>	<b>QUANTITY</b>
1.	Floor scrubbers and polishers	For the stripping and burnishing of hard floor surfaces	
2.	Dry Vacuum Cleaners	For hovering of Carpets in offices	
3.	Wet and Dry suction machines	For the suction of liquids on dry surfaces and extraction of wet shampoo on carpets when cleaning	
4.	Mopping Buckets	For use in cleaning of offices, corridors and toilets	
5.	Mop Heads	For general cleaning of surfaces within the building	
6.	Hard Broom	For the general sweeping of parking, driveways and walkways	
7.	Soft broom	For sweeping of dirt on all floors before mopping and general cleaning	
8.	Squeegees	For the speedy removal of liquids on floors.	
9.	Dustpan	For collection and removal of litter after sweeping	
10.	Dusters	For the general cleaning of office furniture and apparatus	
11.	Ladders	For reaching high places during the cleaning of windows from the outside wall.	
12.	Extraction cleaners	For cleaning of upholstery and spot cleaning of carpets	
13.	Web Mops	For removing cobwebs on ceiling	

14	Cradle Machine	For reaching high places during the cleaning of windows from the outside wall.	
15	Scarf Holding	For reaching high places during the cleaning of windows from the outside wall.	

**Note: Cleaners are not allowed to use open hands while mopping floors and wash rooms due to hygienic conditions**

<b>(ii) – LOT I – (JOGOO HOUSE ‘B’) PRICE SCHEDULE FOR SERVICES</b>						
<b>Name of tenderer..... Tender Number.....Page.....of.....</b>						
<b>SNO.</b>	<b>DESCRIPTION</b>	<b>JOGOO HSE B</b>	<b>TOTAL IN</b>	<b>UNIT PRICE/ PER MONTH</b>	<b>TOTAL PRICE / PER MONTH</b>	<b>TOTAL CHARGES / FOR 12 MONTHS</b>
		<b>SQ.FT</b>				
			<b>SQ FT</b>			
1	Toilets & Kitchens	145	145			
2	Ground Floor	290	290			
3	1st floor to 10th floor	252 x 10 = 2520	2520			
4	Stairs	3252	3252			
5	Fire and exit ducts	360	360			
6	External windows	28400	28400			
7	Internal windows	28400	28400			
8	Uncarpeted corridor					
9	Carpeted corridors	2496	2496			
10	Carpeted offices	10810	10810			
11	Uncarpeted offices	68342	68342			
12	PVC corridors	11020	11020			
13	Lobbies	9408	9408			
14	Car park compound and external stairs	29670	29670			
15	Space between compound and street	2274	2274			
16	Cleaning 4 No.lift	192	192			
17	Furniture desks and tables					
18	Lift Area (PVC)					
19	Sanitary bins	35	35			
20	Reception area carpeted					
21	VIP washroom					
	Totals					

Name ..... in the capacity of .....

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of .....

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

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

**LOT II – (ADULT EDUCATION & SCHOOL AUDIT)**  
**PRICE SCHEDULE FOR SERVICES**

Name of tenderer..... Tender Number.....Page.....of.....

SNO.	DESCRIPTION	SCHOOLS	ADULT	TOTAL IN	UNIT PRICE/ PER MONTH	TOTAL PRICE / PER MONTH	TOTAL CHARGES / FOR 12 MONTHS
		<b>AUDIT UNIT</b>	<b>EDUCATION</b>				
		SQ. FT	SQ FT	SQ FT			
1.	Toilets & Kitchens	361	133	855			
2.	Stairs	288		576			
3.	External windows	1320	1350	3990			
4.	Internal windows	1320	1350	3990			
5.	Uncarpeted corridor	380	708	1088			
6.	Carpeted corridors		714	994			
7.	Carpeted offices	3640	7355.75	14815.75			
8.	Uncarpeted offices	570	93	993			
9.	Furniture desks and tables						
10.	Lift Area (PVC)	224		448			
11.	Sanitary bins	4		8			
12.	Reception area carpeted		120	603			
13.	VIP washroom		36	36			
	<b>Totals</b>						

Name ..... in the capacity of .....

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of .....

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

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

## LOT III – (CDE’S OFFICE, UTALII HSE & TELPOSTA PLAZA

### PRICE SCHEDULE FOR SERVICES

Name of tenderer..... Tender Number.....Page.....of.....

SNO.	DESCRIPTION	CDE,S	UTALII HSE	TELPOSTA PLAZA	TOTAL IN	UNIT PRICE/ PER MONTH	TOTAL PRICE / PER MONTH	TOTAL CHARGES / FOR 12 MONTHS
		<b>OFFICE</b>						
		<b>SQ.FT</b>			<b>SQ FT</b>			
1.	Toilets & Kitchens	260			260			
2.	External windows	1246	1,300.04		2,546.04			
3.	Internal windows	1246	1,300.04		2,546.04			
4.	Uncarpeted corridor	996		5151	6147			
5.	Carpeted offices	1395	1814.75	1800	5009.75			
6.	Uncarpeted offices	13832	3402.55		17234.55			
7.	Furniture desks and tables							
8.	Lift Area (PVC)	1196			1196			
9.	Sanitary bins	2			2			
10.	Reception area carpeted							
11.	VIP washroom							
	Totals							

Name ..... in the capacity of .....

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of .....

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

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

**LOT IV – (NI3C & UCHUMI HOUSE)**  
**PRICE SCHEDULE FOR SERVICES**

Name of tenderer..... Tender Number.....Page.....of.....

SNO.	DESCRIPTION	Innov.		TOTAL IN	UNIT PRICE/ PER MONTH	TOTAL PRICE / PER MONTH	TOTAL CHARGES / FOR 12 MONTHS
		(N <sup>3</sup> C)	Uchumi Hse				
				SQ FT			
1.	Toilets & Kitchens	161		161			
2.	External windows	3320		3320			
3.	Internal windows	220		220			
4.	Carpeted offices		1081	1081			
5.	Uncarpeted offices	3200	10098.81	13298.81			
6.	Furniture desks and tables						
7.	PVC corridors	380		380			
8.	Car park compound and external stairs	1290		1290			
9.	Space between compound and street	31725		31725			
10.	Sanitary bins	2		2			
11.	VIP washroom	4		4			
12.	Hall wing B 7 <sup>th</sup> and 6 <sup>th</sup> floor wooden floor		16455	16455			
	Totals						

Name ..... in the capacity of .....

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of .....

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

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



## SECTION VII: STANDARD FORMS

### FORM OF TENDER

To: *[Name and address of the PE]*  
Date: *[insert **date** (as day, month and year)]*  
Tender No.: *[insert **number of Tendering process**]*  
Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and services]* in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the TDS, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
*[signature]* *[in the capacity of]*  
Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers .....</p> <p>Branch.....</p>																					
<p><b>Part 2 (a) – Sole Proprietor</b></p>																					
<p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																					
<p><b>Part 2 (b) – Partnership</b></p>																					
<p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
<p><b>Part 2 (c) – Registered Company</b></p>																					
<p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
<p>Date.....Signature of Candidate.....</p>																					

## TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas ..... [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 tender 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 authorized representative of the bank/insurance company*] .....  
Seal ..... \_\_\_\_\_

## **TENDER-SECURING DECLARATION**

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

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

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Regulatory Board, if we are in breach of our obligation(s) under the tendering conditions, because we:
  - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
  - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## INTEGRITY DECLARATION

I/We/Messrs.....of .....  
Street/avenue, ..... Building, P. O. Box.....Code ....., of ..... (town), .....  
(Nationality), Phone ..... E-mail ..... declare that Public Procurement is  
based on a free and fair competitive tendering process which should not be open to abuse.

I/We ..... declare  
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any  
public officer, their relations or business associates, in connection with

Tender name: .....

Tender No. ....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this ..... day of ..... 20.....

Authorized Signature.....Official Stamp .....

Name and Title of Signatory.....

## NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of .....  
Street/avenue, ..... Building, P. O. Box.....Code ....., of ..... (town), .....  
(Nationality), Phone: ..... E-mail ..... declare that I/We /Messrs  
..... are not debarred from participating in public  
procurement by the Public Procurement Regulatory Board pursuant to section 41 of the Public  
Procurement and Disposal Act, 2015.

Dated this ..... day of ..... 20.....

Authorized Signature.....Official Stamp .....

Name and Title of Signatory.....

**FORM OF APPLICATION TO PUBLIC  
PROCUREMENT ADMINISTRATIVE  
REVIEW BOARD**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

---

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

---

**REQUEST FOR REVIEW**

---

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED ..... (Applicant)

---

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

---

Board Secretary



## **CONTRACT FORMS**

## LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS

*[to be printed on the Letterhead of the Procuring Entity]*

*[date]*

To: *[name and address of the Supplier]*

Re: Letter of notification to Unsuccessful Bidders

This is to inform you in that your offer in relation to *[tender name and number]* has been determined to be unsuccessful upon evaluation. We intend to make a contract with *[name of successful tenderer]* for *[amount]*. Your tender security / tender securing declaration will be discharged.

Thank you for your participation in the tendering process.

Yours

**(Name of Accounting Officer)**  
**Accounting Officer/Head of Procuring Entity**

## LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

*[to be printed on the Letterhead of the Procuring Entity]*

*[date]*

To: *[name and address of the Supplier]*

**Re: Letter of Acceptance/Notification of Award**

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* 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 and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

**(Name of Accounting Officer)**  
**Accounting Officer/Head of Procuring Entity**

Please return a copy of this letter duly signed

Authorized Signature and Seal: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderers: \_\_\_\_\_

## FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between .....  
[*name of Procuring Entity*] of ..... [*Country of Procuring Entity*] (hereinafter called “the  
Procuring entity) of the one part and ..... [*name of tenderer*] of ..... [*city and  
country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the  
tenderer for the supply of those goods in the sum of ..... [*contract price in  
words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this  
Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Contract Data Sheet
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter  
mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to  
remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the  
goods and the remedying of defects therein, the Contract Price or such other sum as may become  
payable under the provisions of the Contract at the times and in the manner prescribed by the  
contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance  
with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_

## BANK/INSURANCE PERFORMANCE GUARANTEE

To .....  
[name of 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 of goods*] (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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 figure*] 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 you 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 .....

Signed and seal of the Guarantors[*name of Bank/Insurance Company*]

[*name, identification number of authorized officer from the Bank/Insurance Company*]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [*insert date of signing*]

Inthe presence of(*name, identification number and signature of authorized officer from the contractor*)

## BANK/INSURANCE ADVANCE PAYMENT GUARANTEE

To .....  
[*name of Procuring entity*]

[*name of tender*] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract Data Sheet, 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/Insurance Company 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/Insurance Company], 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 there-under 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 in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signed and seal of the Guarantors[*name of Bank/Insurance Company*]

[*name, identification number of authorized officer from the Bank/Insurance Company*]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [*insert date of signing*]

In the presence of(*name, identification number and signature of authorized officer from the contractor*).

**MINISTRY OF EDUCATION**

**TENDER FOR THE PROVISION OF CLEANING SERVICES**

**SITE VISIT CLEARANCE CERTIFICATE**

This is to certify that M/s..... have visited,  
inspected and verified the scope of works at .....(site name).

Ministry of Education/State Department of Basic Education Representative

Name:

Sign:

Date:

Tenderers Representative

Name;

Signature;

Date: