

**REPUBLIC OF KENYA**



**MINISTRY OF INDUSTRY, TRADE & COOPERATIVES**

**STATE DEPARTMENT FOR TRADE**

**P. O. BOX 30430- 00100  
NAIROBI**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF CLEANING AND SANITARY SERVICES**

**FOR**

**TENDER NO. MITC/SDT/OT/003/ 2019– 2020**

**CLOSING ON 25<sup>th</sup> SEPTEMBER 2019**

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## SECTION I

### INVITATION TO TENDER

**Tender Ref. No. MITC/SDT/OT/003/2019–2020:** Provision of Cleaning and Sanitary Services.

The Ministry of Industry, Trade and Cooperatives (State Department of Trade) invites tenders from eligible candidates for the Provision of Cleaning and Sanitary Services for the period ending of two up to 2021. **This invitation is only open to Youth, Women and Persons Living with Disabilities.**

Eligible bidders may obtain tender documents from the Ministry of Industry Trade and Cooperatives, State Department for Trade Telposta Towers 17<sup>th</sup> floor Room 1702 during normal working hours in person at a non-refundable fee of Kshs 1000/- and is to be paid in cash at the cash office before, 5.00pm on normal working days or in bankers cheque payable to the Principal Secretary State Department for Trade, Nairobi. or downloaded from State Department for Trade website **[www.trade.go.ke](http://www.trade.go.ke)** and Public Procurement Information Portal **<http://www.tenders.go.ke>** free of charge.

Tenders in plain sealed envelopes, marked tender number on the right-hand side corner and bearing no indication of the tenderer's name, should be addressed to;

**THE PRINCIPAL SECRETARY  
MINISTRY OF INDUSTRY TRADE AND COOPERATIVES  
STATE DEPARTMENT FOR TRADE  
P.O BOX 30430-00100 NAIROBI**

**So as to be received on or before 25<sup>th</sup> September, 2019 at 10.00 A.M.**

Prices quoted should be net inclusive of all taxes and levies, must be expressed in Kenya shillings and should remain valid for a period of 120 days from the date of tender closing.

Tenders will be opened immediately thereafter in the 18<sup>th</sup> floor conference room Teleposta Towers in the presence of interested tenderers who choose to attend. Late submission shall not be accepted.

A Tender Security Declaration Form must be duly filled. Any tenderer not filling the Tender Security Declaration Form will be rejected by the procuring entity as non-responsive.

**Head/ Supply Chain Management  
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 relatives (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.5,000/=
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 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) Performance security form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Tender Security**

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

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

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

2.12.4 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

2.12.5 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

2.12.6 Unsuccessful tenderers 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.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring Entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.26.

Or

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

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

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

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

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

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

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

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

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 25<sup>th</sup> September 2019 AT 10.00 A.M."**



- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 in the appendix to instructions to tenderers no later than **25<sup>th</sup> September 2019 at 10.00 a.m.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, 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, post marked 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 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **TELPOSTA TOWERS, 18<sup>TH</sup> FLOOR** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

## **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 2.22, 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**

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

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

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

**2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

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

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

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

## 2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 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.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	Particulars of eligible tenderers: <b>Firms Registered under AGPO Offering Cleaning Services Registered in Kenya</b>
2.2.2	Price to be charged for tender documents: Kshs.1000/- for hard copy and free for download. <b><a href="http://www.trade.go.ke">www.trade.go.ke</a> &amp; <a href="http://www.tenders.go.ke">http://www.tenders.go.ke</a></b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Please see Mandatory requirements on 2.22 below</b>
2.12.1	Particulars of tender security if applicable: Tender securing declaration form
2.12.4	Form of Tender Security: N/A
2.13	Validity of Tenders: <b>120 days after date of Tender Opening.</b>

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																	
2.14.1	Copies of Tender Documents to be Submitted: <b>An original and one (1) copy</b>																																	
2.15.1 (b)	<b>25<sup>th</sup> September, 2019 at 10.00AM</b>																																	
2.16.1	<b>25<sup>th</sup> September, 2019 at 10.00AM</b>  <b>Completed Tender Documents should be deposited in the tender box provided at The Ministry of Industry, Trade and Cooperatives (State Department of Trade) Teleposta Towers, 17<sup>th</sup> Floor, Nairobi or be addressed to: The Principal Secretary, State Department of Trade P. O. BOX 30140-00100NAIROBI</b>																																	
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit Room 1704																																	
2.18.1	<b>25<sup>th</sup> September, 2019 at 10.00AM, Teleposta Towers 18<sup>th</sup> floor Boardroom.</b>																																	
2.22	<p><b>Evaluation and comparison of Tenders:</b> The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p><i>a) Mandatory Requirements (MR)</i></p> <p>The following requirements must be met by the tenderer</p> <table border="1" data-bbox="444 1014 1443 1866"> <thead> <tr> <th data-bbox="444 1014 555 1123">No.</th> <th data-bbox="555 1014 1211 1123">Requirements</th> <th data-bbox="1211 1014 1443 1123">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="444 1123 555 1199">MR1</td> <td data-bbox="555 1123 1211 1199">Must Submit a copy of certificate of Registration/Incorporation.</td> <td data-bbox="1211 1123 1443 1199"></td> </tr> <tr> <td data-bbox="444 1199 555 1274">MR2</td> <td data-bbox="555 1199 1211 1274">Must Submit a copy of Valid Tax Compliance certificate</td> <td data-bbox="1211 1199 1443 1274"></td> </tr> <tr> <td data-bbox="444 1274 555 1350">MR3</td> <td data-bbox="555 1274 1211 1350">Must Fill the Price Schedule in the Format provided</td> <td data-bbox="1211 1274 1443 1350"></td> </tr> <tr> <td data-bbox="444 1350 555 1425">MR4</td> <td data-bbox="555 1350 1211 1425">Must Fill the Form of Tender in the Format provided</td> <td data-bbox="1211 1350 1443 1425"></td> </tr> <tr> <td data-bbox="444 1425 555 1501">MR5</td> <td data-bbox="555 1425 1211 1501">Must submit a Tender Securing Declaration Form in the format provided</td> <td data-bbox="1211 1425 1443 1501"></td> </tr> <tr> <td data-bbox="444 1501 555 1577">MR6</td> <td data-bbox="555 1501 1211 1577">Must Provide Evidence of Workers' Injury Benefit (WIBA) Insurance Policy</td> <td data-bbox="1211 1501 1443 1577"></td> </tr> <tr> <td data-bbox="444 1577 555 1652">MR7</td> <td data-bbox="555 1577 1211 1652">Must Submit evidence of being registered with NSSF as an employer.</td> <td data-bbox="1211 1577 1443 1652"></td> </tr> <tr> <td data-bbox="444 1652 555 1728">MR8</td> <td data-bbox="555 1652 1211 1728">Must Submit evidence of being registered with NHIF as an employer.</td> <td data-bbox="1211 1652 1443 1728"></td> </tr> <tr> <td data-bbox="444 1728 555 1803">MR9</td> <td data-bbox="555 1728 1211 1803">Must submit a dully filled up Confidential Business Questionnaire in format provided</td> <td data-bbox="1211 1728 1443 1803"></td> </tr> <tr> <td data-bbox="444 1803 555 1869">MR10</td> <td data-bbox="555 1803 1211 1869">The submitted tender document must be serialized/paginated</td> <td data-bbox="1211 1803 1443 1869"></td> </tr> </tbody> </table>	No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration/Incorporation.		MR2	Must Submit a copy of Valid Tax Compliance certificate		MR3	Must Fill the Price Schedule in the Format provided		MR4	Must Fill the Form of Tender in the Format provided		MR5	Must submit a Tender Securing Declaration Form in the format provided		MR6	Must Provide Evidence of Workers' Injury Benefit (WIBA) Insurance Policy		MR7	Must Submit evidence of being registered with NSSF as an employer.		MR8	Must Submit evidence of being registered with NHIF as an employer.		MR9	Must submit a dully filled up Confidential Business Questionnaire in format provided		MR10	The submitted tender document must be serialized/paginated	
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	MR11	Dully filled, signed and stamped Self declaration that the person/tenderer will not engage in any corruption or fraudulent practice.																		
	MR12	Duly filled, sign and stamp Undertaking to comply with the labour laws and wage regulation guidelines																		
	MR13	Dully filled, signed and stamped Self declaration that the person/tenderer is not debarred in matter of the public procurement and asset disposal act 2015																		
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Instructions to tenderers	Particulars of appendix to instructions to tenderers			
		State Department of Trade during the contract period.	( 1 marks for each)	
	T.S. 5	No of Cleaning staff to be deployed directly to State Department	<ul style="list-style-type: none"> <li>• Minimum 5 (2 Marks for each)</li> </ul>	10
	T.S. 6	Organization structure	Give structure with details of responsibilities	5
	T.S. 7	Detergents / Chemicals to be used for cleaning	Provide List	10
	T.S. 8	Detailed cleaning workplan	Provide details how cleaning will be carried out throughout the day	15
	T.S. 9	Submit a Sample checklist for cleaning services for the different cleaning sites	<ul style="list-style-type: none"> <li>• Carpeted areas (3 Marks)</li> <li>• Tiled Kitchen (3 Marks)</li> <li>• Washrooms with Non Carpeted floors (3 Marks)</li> </ul> <p>To be evaluated on the quality through demonstration of measurable items that will help in simplifying the management and supervision of the cleaning services</p>	15
	T.S. 10	NEMA licence	Provide copy of Certificates	10
	T.S. 11	Register by NSSF as an employer	Provide copy of certificate	3
	T.S. 12	Register NHIF as an employer	Provide copy of certificate	3
	T.S. 13	Past experience	Provide documentary evidence e.g LSO, contracts letter of recommendation	4
	<b>TOTAL</b>			100

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p><b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p> <p><i>c) <u>Financial Score (FS)</u></i></p> <p>The formulae for determining the Financial Score (FS) shall be as follows:-</p> <p>FS= 100 X <math>\frac{FM}{F}</math> where <i>FS</i> is the financial score; <i>Fm</i> is the lowest priced bidder and <i>F</i> is the price of the bidder under consideration.</p> <p><i>d) <u>Combined Technical and Financial Scores (S)</u></i></p> <p>Bidders will be ranked according to their combined technical (<i>TS</i>) and financial (<i>FS</i>) scores using the weights (<i>T</i>=the weight given to the Technical Proposal; <i>P</i> = the weight given to the Financial Proposal; <i>T + p = 1</i>) indicated below. The combined technical and financial score, <i>S</i>, shall be calculated as follows:-</p> <p><b><math>S = TS \times T \% + FS \times P \%</math></b></p> <p><b>Weighting</b></p> <p><b>T = 0.70</b></p> <p><b>P = 0.30</b></p>
2.24	Particulars of post – qualification if applicable. <b>Department may inspect the premises and confirm details</b>
2.24.4	Award Criteria:  <b><i>The firm achieving the highest combined technical and financial score will be awarded the contract.</i></b>
2.27	Particulars of performance security if applicable. <b>1% of contract sum</b>
Other's as necessary	Complete as necessary. <b>None</b>

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

<b>TABLE OF CONTENTS</b>	<b>Page</b>
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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Patent Right’s**

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

### **3.5 Performance Security**

- 3.5.1 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.
- 3.5.2 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.

3.5.3 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.

3.5.4 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.

### **3.6 Inspections and Tests**

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

3.8.1 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.

### **3.9 Assignment**

3.9.1 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**

3.10.1 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.

3.10.2 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.

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

3.12.1 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.

3.12.2 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.

### **3.13 Resolution of disputes**

3.13.1 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.

3.13.2 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.

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 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.

### **3.16 Applicable Law.**

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

### **3.17 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.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>1% of Contract Amount</b>
3.7	Specify method Payments. <b>Payments to be made on monthly basis after the services have been rendered.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	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 to an arbitrator to be agreed upon by both parties.
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>The Principal Secretary State Department of Trade P. O. BOX 30430-00100 NAIROBI</b>
Other's as necessary	Complete as necessary



## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **A) SERVICES**

Department intends to contract a professional cleaning firm to provide comprehensive cleaning services as specified in the Description of Services for a contract period of two years.

### **B) SCHEDULE OF CLEANING**

Tentatively, the Contractor will be expected to engage in cleaning services from 6.30 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for weekly cleaning will however be agreed with the successful contractor. A roster of activities undertaken especially in the washroom should be kept.

### **C) EQUIPMENT AND CLEANING MATERIAL**

The Contractor will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

### **D) STAFF**

The Contractor will be expected to deploy adequate Cleaning staff complying with the constitutional requirement on gender rule.

### **E) UNIFORM AND BADGES**

The Contractor will provide the Cleaning staff with uniform and identification badges which they will be required to put on at all times when they are working for the State Department.

### **F) TERMS AND CONDITIONS OF EMPLOYMENT**

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the labour laws. State Department of Trade will be at liberty to confirm compliance to this from whatever source.

### **G) GENERAL**

#### **Age of employees**

Aged above 18 years

**Vetting**

The successful contractor should have thorough knowledge of employees' background and must provide certificate of good conduct before engagement

**Adequate Personnel**

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason

**SECTION VI - DESCRIPTION OF SERVICES**

Areas to be covered include; State Department of Trade Headquarters, (Telposta Towers 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup> & 18<sup>th</sup> Floors), Business Rent Tribunal (View Park Towers 2<sup>nd</sup> floor),Weights & Measures (South ‘C’ two floors) Offices in KIBT Parklands (three floors)

**The scope of work includes (but not limited to) the following: -**

Floor	Item description	Area covered in sq.ft	Frequency
18th	Carpeted area	5025	Daily
	Non-carpeted area	5408	Daily
	Carpeted area shampooing	5025	Once per month
17th	Carpeted area	4379	Daily
	Non-carpeted area	6054	Daily
	Carpeted area shampooing	4379	Once per month
16th	Carpeted area	4457	Daily
	Non-carpeted area	5976	Daily
	Carpeted area Shampooing	4457	Once per month
15 <sup>th</sup>	Carpeted area	4599	Daily
	Non- carpeted area	5843	Daily
	Carpeted area shampooing	4599	Once per month
14th	Carpeted area	1779	Daily
	Non-carpeted area	8654	Daily
	Carpeted area shampooing	1779	Once per month
13 <sup>th</sup>	Non-carpeted area	1075.4	Daily
21 <sup>st</sup>	Carpeted area	498.5	Daily
	Non-carpeted area	2564.37	Daily
<b>Business Rent Tribunal (View Park Towers) offices</b>			
2 floor	Carpeted area	925	Daily
	Non-carpeted area	4394	Daily
	Carpeted area shampooing	925	Once per month
<b>WEIGHTS &amp; MEASURES (Nairobi south` C`) offices</b>			
2floor	Carpeted area	840	Daily
	Non-carpeted area	3090	Daily
	Carpeted area shampooing	840	Once per month
2 floor	Non-carpeted area	17950	Daily
<b>KIBT (NAIROBI PARKLANDS) OFFICES</b>			
3Floor	Non-carpeted area	1950	Daily

***DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS***

**1) Carpeted Areas**

- Vacuum cleaning of all carpeted floors daily.
- Cleaning of offices and daily cleaning of corridors, waiting room, reception and conference room daily.
- Shampooing once every month OR as need arises
- Removal of stains when necessary

**2) Areas with floor boards and tiles**

- Daily sweeping and mopping using necessary detergent
- Machine scrubbing and polishing weekly

**3) Washrooms**

Tiled floor, urinals, & hand washing basins

a) Floors

- Daily cleaning of floors & machine scrubbing at least four times a day OR “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.
- Polishing & stripping on weekly basis
- Ensure that floors are always dry

b) Sinks, toilet bowls, & seat bidets:

- Scrubbing with brush twice daily using necessary detergent and materials
- Disinfecting twice daily including all hand touch facilities
- Flush all soap dispensing units once weekly
- Cisterns to be cleaned once a month with due care
- Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly
- Any System failure causing leakage/spillage of water in any of the areas to be reported to the caretaker immediately

c) Toiletries

- Daily supply of hand washing soap & urinal naphthalene coloured balls in the urinals as and when required.

**4) Reception Areas**

- Daily sweeping and mopping as and when required using necessary detergent and materials
- Machine Scrubbing and polishing weekly

**5) Partition walls and ceilings**

- Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers

**6) Windows, Window Latches and Grilles**

- Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with management.

**7) Kitchen**

- Daily sweeping and mopping using necessary detergent and materials
- Scrubbing with suitable brushes
- Stripping & polishing weekly

**8) Furniture –desks & tables**

- Dusting and damp wiping daily
- Polishing of tables & desks once weekly
- Dusting and damp wiping telephones & computers daily
- Disinfecting telephone handset daily

**9) Air fresheners**

Provision of automatic Air fresheners and their dispensers and refilling them when necessary.

**10) Emptying of waste paper baskets.**

To be done daily

**11) Regular Monitoring & Evaluation**

- The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly before invoicing

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **List of Clients** - The form is to be filled in the format provided
8. **Tender Securing Declaration Form**- This form must be completed by the tenderer and submitted with the tender documents.

**4.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No.

To: **The Principal Secretary  
State Department For Trade  
Ministry of Industry, Trade and Cooperatives  
P. O. Box 30430- 00100  
NAIROBI**

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Comprehensive Cleaning Services** in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. 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.
6. 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.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. 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 \_\_\_\_\_

## 2. PRICE SCHEDULE OF SERVICE

Please fill in the charges taking into account the scope of works in Section VI (Description of Services)

State Department For Trade (Telposta Towers)					
Floor	Item description	Area covered in sq. ft.	Rate Per/ sq. ft	Cost Per Month	Total Cost Per Year
18 <sup>th</sup>	Carpeted area	5025			
	Non-carpeted area	5408			
	Carpeted area shampooing	5025			
17 <sup>th</sup>	Carpeted area	4379			
	Non-carpeted area	6054			
	Carpeted area shampooing	4379			
16 <sup>th</sup>	Carpeted area	4457			
	Non-carpeted area	5976			
	Carpeted area Shampooing	4457			
15 <sup>th</sup>	Carpeted area	4599			
	Non- carpeted area	5843			
	Carpeted area shampooing	4599			
14 <sup>th</sup>	Carpeted area	1779			
	Non-carpeted area	8654			
	Carpeted area shampooing	1779			
13 <sup>th</sup>	Non-carpeted area	1075.4			
21 <sup>st</sup>	Carpeted area	498.5			
	Non-carpeted area	2564.34			
<b>Business Rent Tribunal (View Park Towers) offices</b>					
2 floor	Carpeted area	925			
	Non-carpeted area	4394			
	Carpeted area shampooing	925			
<b>Weights &amp; measures (south 'C') offices</b>					
2floor	Carpeted area	840			
	Non-carpeted area	3090			
	Carpeted area shampooing	840			
2 floor	Non-carpeted area	17950			
<b>KIBT (PARKLANDS) offices</b>					
3 floors	Non-carpeted area	1950			
<b>GRAND TOTAL</b>					

Signature and Stamp of tenderer \_\_\_\_\_

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



## CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for provision of cleaning and sanitary services. Viz.....[brief description of services] and has accepted a tender by the tenderer for the provision of cleaning and sanitary services in the sum of .....[contract price in words and figures]

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 Special Conditions of Contract; and
  - (f) The Procuring entity’s Notification of award.
  - (g) Confidential Business Questionnaire
  - (h) Tender-Securing Declaration Form
  - (i) Self declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act 2015.
  - (j) Undertaking to comply with the labour laws and wage regulation guidelines
  - (k) Self declaration that the person/tenderer will not engage in any corruption or fraudulent practice.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of cleaning and sanitary services 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 \_\_\_\_\_.

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>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....</p> <p>Fax .....E-MAIL: .....</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>
---

Name of your bankers.....

Branch.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 20%;">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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

#### 4.5. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ..... [*Name of the tenderer*] (Hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company / Bank*] having our registered office at ..... (Hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (Hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **thirty (30) days after the period of tender validity** and any demand in respect thereof should reach the Guarantor not later than the said date.

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

**6. PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

Supply.....

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

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

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

*(Amend accordingly if provided by Insurance Company)*

## 7. List of Clients

Indicate the details of companies in the private / public sector where you have undertaken/ are undertaking services of similar nature where the contract sum is at least Kshs. 80,000 per month.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./ Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./ Month)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

No.	Contact Information	Details
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

**ENSURE THAT YOU HAVE PROVIDED REFERENCE LETTERS FOR ALL THE ABOVE ORGANISATIONS**

Tenderers should visit the site to confirm details

**TENDER-SECURING DECLARATION FORM**

(To be filled only by Disadvantaged groups; Women, Youth and Persons with Disability)

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date of Bid submission: .....

Tender No: .....

To:.....(Employer).

We, the undersigned, declare that:

- 1. We understand that according to your conditions, bids must be supported by a Bid Securing Declaration
- 2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of one (1) year starting on.....if we are in breach of our obligation(s) under the bid conditions, because we;-
  - a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet; or
  - b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity;
- i. Fail or refuse to execute the contract, if required, or
- ii. Fail or refuse to furnish the performance security, in accordance with the ITT.
- 3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
  - ii. Twenty-eight days after the expiration of the Tender.
- 4. We understand that if we are a joint Venture, the Bid 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 bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....in the capacity of.....

Name :.....(complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of ..... (Complete name of Bidder)

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

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

I ..... of Post Office Box ..... Being a resident of ..... In the Republic of ..... do hereby make a statement as follows:-

THAT I am the Chief Executive/ Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (insert tender title/description) for ..... (insert name of the procuring entity) and duly authorized and competent to make this statement.

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/Principal Officer/Director of .....(insert name of the Company) who is Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have been debarred form participating in procurement proceeding under part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder's Official stamp



**UNDERTAKING TO COMPLY WITH THE LABOUR LAWS AND WAGE REGULATION GUIDELINES**

I ..... of Post Office Box ..... Being a resident of ..... In the Republic of ..... do hereby make a statement as follows:-

THAT I am the Chief Executive/ Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of

**Tender No.** ..... for ..... (insert tender title/description) for ..... (insert name of the procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract, The key indicators on the compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make impromptu request for tax compliance certificate from KRA and the same shall be submitted within seven days.
- Procuring entity may make impromptu request for compliance certificate form NSF and the same shall be submitted within seven days.
- Procuring entity may make impromptu request for a compliance certificate from NHIF and the same shall be submitted within seven days.

.....  
.....

(Title)

(Signature)

(Date)

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTION OR FRAUDULENT PRACTICE.**

I ..... of Post Office Box ..... Being a resident of ..... In the Republic of ..... do hereby make a statement as follows:-

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

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

Bidder's Official