

KENYA ROADS BOARD



**TENDER DOCUMENT
FOR PROCUREMENT OF CLEANING
SERVICES IN KENYA ROADS BOARD
OFFICES**

TENDER NO KRB/1025/2019-2020

(MARCH 2020)

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SECTION I LETTER OF INVITATION

1.1 Kenya Roads Board invites tenders for Provision of Cleaning Services.

1.2 The tender document includes the following:

Section I	-	Letter of invitation
Section II	-	Instructions to tenderers
		Appendix to instructions to tenderers
Section III	-	General Conditions of Contract
Section IV	-	Special Conditions of Contract
Section V	-	Schedule of Requirements
Section VI	-	Description of Services
Section VII	-	Standard Forms

1.3 Please confirm whether or not you will submit a bid for the services.

Yours sincerely,

Eng. Jacob Ruwa, OGW
EXECUTIVE DIRECTOR

SECTION II INSTRUCTIONS TO TENDERERS

Tenderers are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 on page 15 which amends and complements the provisions of Section 11

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 33 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 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

2.4.1. 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.

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 the 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 Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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 2.12.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.6 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.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security, pursuant to paragraph 2.27.

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 60 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 (day, date and time of closing),”

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 under paragraph 2.15.2 no later than (*day, date and time of closing*)

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 2.5.3, 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 2.12.8.

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 ...(*time, day, and date of closing*) 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.

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, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. 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 2.22.3 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 2.1.3, 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

2.24.1 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.

2.24.2 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.

2.24.3 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 2.24. 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, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6

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 2.26 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 SECTION II INSTRUCTIONS TO TENDERERS

The following information shall complement or amend the provisions of instructions to tenderers (Section 11). Wherever there is conflict between the provisions of the instructions to tenderers (section 11) and the appendix, the provisions of the appendix shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 2.1.1	<i>Tender is Reserved for Youth, Women and Persons with disability.</i>
Paragraph 2.1.1	<i>Tender for Provision of Cleaning Services in Kenya Roads Offices in 2nd 3rd, and 4th floors</i>
Paragraph 2.1.4	<i>Bidders to submit declaration statement on corrupt and fraudulent practices as per SECTION VII (Standard Forms)</i>
Paragraph 2.2.2	<i>The cost of the tender is Nil</i>
Paragraph 2.8.1	<i>The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. As per SECTION VII (Standard Forms)</i>
Paragraph 2.9.3	<i>The tender prices shall remain fixed during the contract period.</i>
Paragraph 2.9.4	<i>There shall be no price variations during the contract period.</i>
Paragraph 2.10.1	<i>Prices shall be quoted in Kenya Shillings.</i>
Paragraph 2.12.1	<i>The bidders shall submit bid securing declaration form as per SECTION VII (Standard Forms)</i>
Paragraph 2.13.1	<i>Tenders shall remain valid for 120 days from the date of submission of the tender</i>
Paragraph 2.14.1	<i>The tenderer shall prepare “ONE ORIGINAL TENDER DOCUMENT”, and “ONE COPY TENDER DOCUMENT”.</i>
Paragraph 2.15.1 (a)	<i>The address of submission of tenders is: Executive Director, Kenya Roads Board, P.o Box 73718-00200, Nairobi. 3rd floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000 e-mail: info@krb.go.ke</i>
Paragraph 2.16.1	<i>The date of closing and opening of the tenders is on or before 2nd April, 2020 at 12.00 noon</i>

Paragraph 2.16.3	<i>Bulky tenders shall be received in Executive Director's office 3rd floor Kenya-Re towers.</i>
Paragraph 2.18.1	<i>The opening of the tenders shall be done immediately on submission date in the Boardroom on 3rd floor Kenya- Re towers</i>
Paragraph 2.20.2	<i>Arithmetical errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</i>
<p><u>Paragraph 2.22</u></p> <p><i>The evaluation of the tenders will be carried out through the following stages:</i></p> <p><u>Stage 1- Preliminary Responsive checks (Mandatory requirements)</u></p> <p><i>Firms that do not meet the following mandatory checks shall be rejected at this stage:</i></p> <ol style="list-style-type: none"> <i>1. Bidders Must submit copy of valid Certificate for Access to Government Procurement Opportunities (AGPO)</i> <i>2. Bidders Must submit duly filled and signed tender securing declaration form as attached in SECTION VII (Standard forms)</i> <i>3. Bidders Must submit a copy of valid tax compliance certificate from Kenya Revenue Authority</i> <i>4. Bidders Must be registered under relevant Law. Proof of registration and incorporation to be submitted by attaching a copy of certificate from registrar of companies.</i> <i>5. Bidders Must indicate the physical location of the business premises.</i> <i>6. The tender Must remain valid for 120 days from the date of submission of the tender.</i> <i>7. The bidders Must submit duly filled and signed Form of Tender and Price Schedule as per format provided in the tender document. SECTION VII (Standard forms)</i> <i>8. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</i> <p><u>Stage 2 – Technical Evaluation</u></p> <p><i>Only bidders who satisfy the mandatory conditions in stage 1 will proceed to the next stage of technical evaluation which will be done in line with the following broad criteria:</i></p>	

<i>Item</i>	<i>Description</i>	<i>Points %</i>
<i>1</i>	<i>Operational plan</i>	<i>13</i>
<i>2</i>	<i>Equipment for cleaning</i>	<i>15</i>
<i>3</i>	<i>Company profile</i>	<i>40</i>
<i>4</i>	<i>References similar to the work to be undertaken</i>	<i>17</i>
<i>5</i>	<i>Qualifications and experience of key personnel</i>	<i>15</i>
	<i>Total</i>	<i>100%</i>

All the above areas will be evaluated out of 100%. Firms that score at least 70% and above in the technical evaluation will proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.

Stage 3 – Financial Evaluation

Firms that score at least 70% and above in the technical evaluation will have their financial proposals evaluated. The financial evaluation will include checking any arithmetic errors, taxes, currencies, confirm that firms have quoted as per specifications, validity of prices etc.

Award Criteria

The tender will be awarded to the bidder who has passed in the technical evaluation and has quoted the lowest evaluated price.

Post qualification

KRB may carry out post-qualification to 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.

1.0 DETAILED EVALUATION CRITERIA

1.2 Technical evaluation process and rating

The technical evaluation will be carried out in panel form by an evaluation committee so that the members carry out the evaluation in the same room to enable clarification of issues that arise and also to ease coordination.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment.

Following independent evaluation by individual evaluators, the evaluation committee will convene for moderation. The aim of moderation is to review all the scores to ensure that evaluation strike balanced ratings to avoid situations where the marks are extreme. However, individual evaluators have the right to stick to their score without changing them if they strongly feel so. In such instances, the reason for sticking to their scores will be captured in the evaluation report.

Unforeseen issues

Each evaluator will record any unique issues not captured in the evaluation criteria that has a bearing in the total evaluation. If the evaluation committee feels strongly that the unforeseen issue may affect the responsiveness of any tender, then the committee will deliberate and agree accordingly.

Comments on each firm

Each evaluator also will note the strong and weak points of each firm which form part of the final report.

1. OPERATIONAL PLAN – 13 marks

i) Methodology and work plan

- a) How will bidder carry out cleaning of the toilets – (2 marks)
- b) Supply of cleaning materials and detergents – (1.5 marks)
- c) How to carry out vacuum cleaning of carpeted area – (2 marks)
- d) How dusting, cleaning, polishing of furniture/blinds/glass surfaces/filing cabinets/ shelves and ceiling boards will be done – (1.5 marks)
- e) Disposal of waste material – (2 marks)
- f) How scrubbing, cleaning and mopping of 4 kitchens will be done – (2 marks)
- g) Management of the sanitary disposal bins- (2 marks)

2. EQUIPMENT FOR CLEANING – 15 marks

The equipment should be of high quality with spares and back up readily available in the local market.

- a) 4 Serviceable scrubbing machines– 4 marks
- b) 4 Serviceable Hoover machines – 4 marks
- c) Confirmation that Equipment/chemicals will be environmentally friendly – 1 mark
- d) Confirmation that equipment will be left on site – (2 marks)
- e) Workshop and technician (outsourced/owned) – Workshop (2 marks), Technician (2 marks)

3. COMPANY PROFILE- 40 marks

i) Establishment- 5 -- marks

This should include the age 5 years and above (3 marks), below 5 yrs to 3yrs (2 marks), below 3years to 2 years (1 mark), below 2years (0 marks)
Office equipment (one computer and printer- 2 marks),

ii) Turnover – 3 -- marks

This information can be extracted from the audited accounts for 2017/2018. This will show the financial strength and capacity of the company. Gross annual turnover of =>Kshs 4,000,000 (3 marks), below 4,000,000 to 3,000,000 (2 marks), below Kshs 3,000,000 to 2,000,000 (1 mark), below 2,000,000 (0 marks)

iii) Proposal presentation – 2 –marks

Bidders to ensure that all the pages in the tender document are serialized/numbered (1 mark)

We should assess the quality of the tender presentation in terms of neatness, readability, procedural completeness, compliance to the requirements in the tender conditions, table of contents etc. (1 mark)

iv) Total cleaning personnel strength- 4 marks

The bidders should indicate the cleaning personnel in their company – 30 staff and above (4 marks), below 30-20 (3 marks), below 20 to 10 (1 mark), below 10 (0 marks)

v) Insurance cover – 4 marks

- i) Indemnity against risk - 2 marks
- ii) Workman compensation (WIBA) - 2 marks

- vi) Submission of 3 latest pays-slips for different cleaners -2 marks
- vii) Are the salaries indicated in the pay-slip within or more than the minimum wage guidelines and exclusive of allowances - 3 marks
- viii) Proof of NSSF/NHIF latest remittances - 4 marks
- ix) County government license 2020 -5 marks

- x) Pre service training programme for cleaning personnel– Proof, training content and schedules should be provided -3 marks
- xi) In – service training programmes for cleaning personnel. Proof, training content and schedules should be provided – 5 marks

4. REFERENCES SIMILAR TO THE WORK TO BE UNDERTAKEN – 17 marks

- i) The bidders should provide at least 2 (two) references where they are carrying out cleaning or related work (7mks) – 3.5marks per reference- references must be within the last five yrs
- ii) Letters of recommendation to be attached (10 mks) – 5 mks each

5. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL – 15 marks

a) CEO – 3 marks

- i) Academic qualifications – O’level - 1 mark
- ii) Professional certificates (in any profession)– 1 mark
- iii) Experience in hospitality industry– at least one 1 yr – 1 mark

b) Operations manager – 3 marks

- i) Academic – O’level – 1 mark
- ii) Professional certificates (in any profession)– 1 mark
- iii) Experience in hospitality industry– at least 1 yr – 1 mark

c) Supervisor/Head cleaner – 2 marks

O’level certificate (1 mk), certificate of good conduct (0.5mk) experience in cleaning industry for 1 year (0.5 mk)

d) Cleaner – 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

e) Cleaner – 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

f) Cleaner --- 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

g) Cleaner --- 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

h) Cleaner – 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

i) Cleaner – 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

j) Cleaner – 1 mark

KCPE (0.5 mk), certificate of good conduct experience (0.5 mk)

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

3.4

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 rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1. 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.

3.6.2 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.

3.11 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.

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 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.

General conditions of contract reference	Special conditions of contract
Paragraph 3.6	The Performance security shall be equal to one (1%) of the total tendered price
Paragraph 3.8.1	Payments shall be made on monthly basis and within thirty (30) days from the receipt of invoice and after satisfactory performance of services
Paragraph 3.9	There shall be no price adjustment and variations in this contract
Paragraph 3.14	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
Paragraph 3.17	The applicable law is the Law of Kenya
Paragraph 3.18	<p>The Address of the Client is:</p> <p>Executive Director, Kenya Roads Board P. O. Box 73718-00200, Nairobi Fax: 2723161 Email: jruwa@krb.go.ke</p> <p>The Address of the Contractor is:</p> <p>Managing Director:</p> <p>P. O. Box: Fax: Email:</p>

SECTION V SCHEDULE OF REQUIREMENTS

Bidders should provide the following information to facilitate evaluation of their bids:

1. Bidders to indicate in details their methodology and operational plan of action for delivering the services.
2. Bidders to submit copies of Audited Accounts for the last one year duly signed by a Certified Public Accountant.
3. List of References including:
 - i) At least two (2) Clients dealt with in similar work for the last five (5) years
 - ii) Attach copies of recommendation letters from the references as above.
4. Detailed Company Profile including the following:
 - i) Office accommodation, equipment and facilities. Attach a list of office equipment
 - ii) Age and size of the firm
 - iii) A list of equipment for cleaning. Indicate the number and age of the equipment and whether owned or leased
 - iv) A list of cleaning and administrative personnel.
 - v) Any other relevant information.
5. Bidding firm to show proof of membership in professional organizations if any
6. Proof of training programmes and schedules for cleaning Personnel. This should include:
 - i) Pre- service – give details including the schedules, contents and who and where training is conducted
 - ii) In – service - give details including the schedules, content and who and where training is conducted
7. Proof of Insurance cover including:
 - i) Indemnity against risk
 - ii) Workman compensation (WIBA)
8. Proof of Backup System to ensure smooth operations all the time.
9. Firms tendering to confirm that they have undertaken site survey before submitting their tender.
10. All firms tendering to provide certificate of good conduct for their Staff from the Police Department.
11. List of equipment includes at least the following:

DESCRIPTION	NO	CONDITION
i) Scrubbing Machines	4	Serviceable
ii) Hoover Machines	4	Serviceable
iii) Any other equipment.		

The equipment must be serviceable and must comply with specified requirements and standards. Information on or back-up service/repair and maintenance.

12. The Personnel must be clean, in uniform, in protective gear, presentable and highly disciplined. Samples of the uniform and protective gear to be shown.
13. The Personnel should also be literate and able to express themselves in English and Kiswahili language. Attach relevant certificates
14. Bidders to confirm that their Personnel will never appear in the work place under the influence of alcohol or other harmful drugs/substances.
15. Bidders to confirm that chemicals and other equipment and materials used must be environmentally friendly. Bidders to attach materials data sheets as per the Occupational Safety and Health Act, 2007
16. Bidders to confirm that all equipment to be used must be left on site
17. Bidders to submit C.V'S of the key personnel which should include among others the following:
 - i) Chief Executive Officer of the Firm
 - ii) Operations Manager
 - iii) Supervisor
 - iv) Head Cleaner
 - v) Seven (7) cleaners – (two in 2nd floor, four in 3rd floor and one in 4th floor)

The C.V should be in the following format:

- i) Name of Person:
- ii) Proposed Position:
- iii) Education background
 - a) Academic
 - b) Professional/specialized training
 - c) Experience
- iii) Signature of owner of C.V.
- iv) C.V. countersigned by the Chief Executive Officer
18. Bidders to confirm that their **CLEANING** staff are employed in compliance with the Employment Act and in particular indicate:

- i) Salaries – indicate the rate in compliance with the approved minimum wage **(ATTACH LATEST THREE MONTHS PAYSLIPS FOR AT LEAST THREE DIFFERENT CLEANERS)**
 - ii) House allowances – indicate the rate
 - iii) Off duties – give indications
 - iv) Other allowances e.g overtime – give details and amounts.
 - v) Other staff benefits e.g medical
 - vi) Indicate the date when the staff is paid their salaries every month.
19. Bidders should also give short comments on the tender documents and highlight the areas we should add or improve on in future.
20. Attach proof for latest payment of **NSSF and NHIF**
21. Attach copies of county government license for 2020
22. Bidders to ensure that all the pages in the tender document are serialized/numbered

NOTE: KRB may carry out due diligence/ post evaluation to confirm the authenticity of the information provided. Where a bidder gives unverifiable information, their bid shall be declared non responsive.

SECTION VIDE DESCRIPTION OF SERVICES

A: CLEANING SERVICES IN KENYA ROADS OFFICES SITUATED AT 3RD FLOOR KENYA RE TOWERS.

The services are required with effect from 1st July, 2020 to 30th June, 2021. The contract may be renewable subject to satisfactory delivery of services.

1. Clean and keep four (4) Executive toilets neat, fresh and tidy during all working days. KRB will expect clean surfaces and freshness in the toilet area.
2. Provide moth balls and other cleaning materials for all the cleaning to be done.
3. Provide and ensure vacuum cleaning of entire 3rd Floor Offices and surface area that is carpeted (approximately 9,555sq. ft) once a week either before or after working hours.
4. To provide thorough vacuum cleaning and shampooing of the entire carpeted area at least once a month. (Approximately 9,555sq. ft). This work to be carried out either before / after working hours or over the weekends.
5. Cleaning and polishing all glass surfaces including windows of the entire floor offices at least once a week and make sure they are clean all the time.
6. Dusting, cleaning and polishing all office tables, chairs and other office Furniture and Office equipments and keep them clean all the time.
7. Clear all waste material in the waste bins and dispose as necessary.
8. Office waste paper should be shredded.
9. Dust, clean and polish window/door chatters, curtain rails at least once a week.
10. Scrub, clean, mop **two** (2) kitchen floors and surfaces to be tidy all the time.
11. Dusting and polishing with pledge all wooden and wall partitions at least once a week.
12. Dusting vertical blinds.
13. Dusting the ceiling boards and rails and light holders at least once a month.
14. Regular control of cockroaches and other vermin through fumigation using environmental friendly chemicals and methods.
- 15 The entire 3rd Floor must always be clean, neat and tidy and conducive to good working environment.
16. Place toiletries in the toilets in the lobby. Note the toiletries will be bought by KRB.

B: CLEANING SERVICES OF 2nd FLOOR OFFICES AT KENYA RE TOWERS.

1. Provide and ensure vacuum cleaning of the entire 2nd floor Offices and surface area that is carpeted (approximately 4,885 square ft) once a week either before or after working hours
2. Provide moth balls and other cleaning materials for all the cleaning to be done.
3. To provide thorough vacuum cleaning and shampooing of the entire carpeted area at least once a month (approximately 4,885 sq.ft). This work to be carried out either before/after working hours or over the weekends
4. Cleaning and polishing all glass surfaces including windows of the entire Floor Offices at least once a week and make sure they are clean all time
5. Dusting, cleaning and polishing all Office tables, chairs and other Office furniture and Office equipments and keep them clean all the time
6. Clear all waste material in the waste bins and dispose as necessary.
7. Office waste paper should be shredded
8. Dust, clean and polish window/door chatters, curtain rails at least once a week
9. Scrub, clean, mop the kitchen surface to be tidy all the time
10. Scrub, clean, mop one (1) kitchen floors and surfaces to be tidy all the time.
11. Dusting and polishing with pledge all wooden and wall partitions at least once a week
12. Dusting vertical curtain blinds
13. Dusting the ceiling boards and rails and light bulb holders at least once a month
14. The entire floor must always be clean, neat and tidy and conducive to good working environment.
15. Place toiletries in the toilets in the lobby. Note the toiletries will be bought by KRB.

C: CLEANING SERVICES OF 4TH FLOOR OFFICES AT KENYA RE TOWERS.

1. Provide and ensure vacuum cleaning of the entire 4TH floor Offices and surface area that is carpeted (approximately 2,500 square ft) once a week either before or after working hours
2. Provide moth balls and other cleaning materials for all the cleaning to be done.

3. To provide thorough vacuum cleaning and shampooing of the entire carpeted area at least once a month. This work to be carried out either before/after working hours or over the weekends
4. Cleaning and polishing all glass surfaces including windows of the entire Floor Offices at least once a week and make sure they are clean all time
5. Dusting, cleaning and polishing all Office tables, chairs and other Office furniture and Office equipments and keep them clean all the time
6. Clear all waste material in the waste bins and dispose as necessary.
7. Office waste paper should be shredded
8. Dust, clean and polish window/door chatters, curtain rails at least once a week
9. Scrub, clean, mop the kitchen surface to be tidy all the time
10. Dusting and polishing with pledge all wooden and wall partitions at least once a week
11. Dusting vertical curtain blinds
12. Dusting the ceiling boards and rails and light bulb holders at least once a month
13. The entire floor must always be clean, neat and tidy and conducive to good working environment.
14. Place toiletries in the toilets in the lobby. Note the toiletries will be bought by KRB.
15. Clean and keep **one (1) Executive toilet** neat, fresh and tidy during all working days. KRB will expect clean surfaces and freshness in the toilet area.

N.B. Bidders should carry out the survey of the areas and seek for clarification as necessary.

SECTION VII STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
3. The Tender securing declaration form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide Tender securing declaration form

4. SECTION VII STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Performance security form
6. Anti-corruption Declaration form
7. Tender securing declaration form

1. FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide [description of 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

ALL BIDDERS MUST QUOTE IN ACCORDANCE TO THE SCHEDULE BELOW TO FACILITATE FAIR EVALUATION.

Item	Description	Unit cost (Ksh)	Total cost (Ksh)
1	Cleaning materials		
2	Salaries for Cleaners (7 cleaners)		
3	Disposal of sanitary bins (3no.)		
4	Cost for headquarter staff (CEO, Operations Manager and Supervisor)		
5	Cost for repair and maintenance of equipment		
	16% VAT		
	Total cost		

Signature of tenderer

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

3. 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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares 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.
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 the materials and spares 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 _____.

4. 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>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road</p> <p>Postal addressTel 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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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 style="text-align: center;">Part 2 (c) – Registered Company</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 border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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>																				

5. 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)

6. ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare.....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 accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative

7. TENDER SECURING DECLARATION FORM

[The Bidder shall complete 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 Procuring Entity]

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 automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, 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 by us in the Bidding Data Sheet; or

 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or

 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instruction to tenderers.

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 our Tender.

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 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:[insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name:[insert complete name of person signing the Bid 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]