



**UNIVERSITY OF EMBU**

**TENDER NO. UoEm/05/2020-2021**

**FOR PROVISION OF CLEANING SERVICES**

**October, 2020**

## SECTION I – INVITATION TO TENDER

**Tender REF No. UoEm/05/2020-2021**

**Tender Name: PROVISION OF CLEANING SERVICES**

- 1.1 **University of Embu** invites sealed tenders from eligible candidates for the **Provision of Cleaning Services.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Procurement Office, University of Embu, P. O. Box 6 - 60100 EMBU.**
- 1.3 **Mandatory site visit will be held on 4<sup>th</sup> November, 2020 at 11.00 am.**
- 1.4 **See the evaluation criteria on page 26.**
- 1.5 Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **situated at the reception area at University of Embu, P. O. Box 6 Embu, Embu- Meru Road or to be addressed to the Vice- Chancellor, University of Embu** so as to be received on or before **11th November, 2020 at 11.00 am**
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **University of Embu, P. O. Box 6 Embu, in the Procurement Board Room.**

**The Vice -Chancellor,  
University of Embu.**

**NOTE: University of Embu does not levy any fees in order to award tenders**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

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

- 2.3.1. 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

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-N/A**

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

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

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

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

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

d) Letter of credit

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

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

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

2.12.7 The tender security may be forfeited:

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

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

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

**or**

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

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

## 2.13 Validity of Tenders

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

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

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

2.14.1 The tenderer shall prepare **one** copy of the tender.

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 un-amended 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 tender document and 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),”

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **11<sup>th</sup> November, 2020 at 11.00 am**)

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

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



## 2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## 2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11<sup>th</sup> November, 2020 at 11.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

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

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### (a) *Operational Plan.*

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

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

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

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

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

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

### **2.23. Contacting the procuring entity**

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

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

### **2.24 Award of Contract**

#### **a) Post qualification**

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

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

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

evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

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

2.24.4 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.

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

**2.25 Notification of award**

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

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

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Corrupt or Fraudulent Practices**

2.27.1 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.

2.27.2 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;

2.27.3 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**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## Appendix to instructions to 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 tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary



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

### **TABLE OF CONTENTS**

**Page**

3.1	Definitions	
3.2	Application	
3.3	Standards	
3.4	Use of contract documents and information	
3.5	Patent Rights	
3.6	Performance security	
3.7	Inspections and tests	
3.8	Payment	
3.9	Prices	
3.10	Assignment	
3.11	Termination for default	
3.12	Termination for insolvency	
3.13	Termination for convenience	
3.14	Resolution of disputes	
3.15	Governing language	
3.16	Force majeure	
3.17	Applicable law	
3.18	Notices	

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

### 3.8 **Payment**

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

### 3.9 **Prices**

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

### 3.10 **Assignment**

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

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

**3.17 Applicable Law.**

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

**3.18 Notices**

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

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

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

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary



## EVALUATION CRITERIA.

The applicant shall meet the following criteria

### 1. MANDATORY EVALUATION CRITERIA

S/NO	REQUIREMENT	ATTACH/FILL/SIGN&STAMP
1.	Copy of a certificate of Corporation/ Registration Certificate	Attach
2.	Copy of a Valid Tax Compliance certificate	Attach
3.	Duly Filled, Signed and Stamped Declaration for Non- Debarment.	Fill, Sign and Stamp attached Form on <b>Page 54</b>
4.	Duly Filled, Signed and Stamped Declaration Not to Engage in Corrupt or Fraudulent Practices	Fill, Sign and stamp attached Form on <b>Page 55</b>
5.	Duly completed, signed and stamped Confidential Business Questionnaire	Fill and Sign attached Form on <b>Page 56</b>
6.	Form of Tender	Fill and Sign attached Form on <b>Page 53</b>
7.	Serialized bid documents	All pages of all bid documents must be sequentially serialized (paginated) on every page.
8.	Must Submit a Copy of Valid Compliance certificate from NSSF	Attach
9.	Must Submit a Copy of Valid Compliance certificate from NHIF	Attach
10.	Evidence to adherence to minimum wages. Must attach Labour Compliance Certificate	Attach

**NB: A bidder who will not meet all the mandatory requirements will not proceed Technical evaluation.**

## 2. TECHNICAL EVALUATION CRITERIA

S/NO.	DESCRIPTION OF CRITERIA	REQUIREMENTS	MAXIMUM SCORE
	<b>Physical Facilities</b>		<b>(Marks)</b>
1.	Provide a list of clients and recommendation letters or evidence to which the company has provided similar services and attach copies of the same including contracts. <b>(Attach evidence). Note that due diligence will be carried out to verify the authenticity of the documents.</b>	5 Clients with recommendation letters from client (Not more than two years old) and attached evidence (Certified true copy of the contract) - 4 marks each client.  Less than 5 clients - 2 marks each  List of clients without Recommendation letters or evidences including contracts contract - 0 mark	<b>20</b>
2.	Cleaning equipment and protective gear /accessories owned by the firm or hired and to be directly assigned to University of Embu during the contract period <b>(Attach evidence)</b>	Provide details/list of equipment and accessories and explain what they will be used for. Include at least: <ul style="list-style-type: none"> <li>i. Two trolleys for fetching water during cleaning (5 marks)</li> <li>ii. Minimum two Scrubbing machine (5 marks)</li> <li>iii. At least one Hoover machine (5marks)</li> <li>iv. Other 5 cleaning equipments (5 Marks, 1 for each)</li> </ul>	<b>20</b>
3.	Number of staff to be deployed in each specific area of service as provided in the scope of work	Evidence to adherence to minimum wage (payroll)	<b>20</b>

	schedules. This should include their intended wage rate, which shall be in accordance to the labour law ( <i>Refer to Kenya Subsidiary Legislation, 2018 on minimum wages for all former municipalities</i> ). Attach evidence e.g. payroll and or payslips for wage rates paid for at least 10 workers.	Provide details and attach evidence of each worker (20 Marks)  Attach Labour Compliance Certificate	
4.	Detergents/ chemicals to be used for cleaning	Provide list	<b>10</b>
5.	Work Program/Operation/Schedule of cleaning Provide program for each area, mention details of the activities to be undertaken	Offices/Open Working areas and Corridors – 5 Marks  Pavements walkways -5 marks  Washrooms with tiled floors -5 marks  Lecture halls and library - 5 marks  Hostels – 5 marks	<b>25</b>
6.	Registered office	Physical Location and Organization structure	<b>5</b>
	<b>TOTAL</b>		<b>100</b>

**Maximum score 100 marks, Qualifying score 80 marks.**

**NOTE: After technical evaluation, due diligence will be carried out before the final award.**

### **3. Financial Evaluation stage**

Ranking of tenders according to their bid price(s). Award will be to the lowest evaluated bidder.

## SECTION V – DESCRIPTION OF SERVICES

**NB. The bidder shall sign and stamp every page of this section (schedule of requirements) as evidence that he / she has read and understood the contents thereof.**

### 1.0 SCHEDULE OF THE TASKS

#### 1.1 Tasks to be executed

The contractor shall be required to maintain the highest standards of cleanliness and decorum to the satisfaction of the University and for this purpose his obligations will be as follows and not limited to;

- To clean all dirt, stain, sweep around the surfaces to ensure that they are clean and free of any blemish.
- To ensure that all areas are free from any foul or unpleasant odors.
- To ensure that all surfaces retain their original gloss.
- To provide all toilet accessories including, hand wash soap/liquid, disinfectant, air freshener, toilet balls and Harpic toilet liquid.
- To collect and dispose all rubbish, dirt, waste material of refuse from the buildings to places designated for this purpose.
- To clean all windows and partitions using appropriate window cleaning liquid.

#### 1.1.1 Cleaning of Toilets

- a) Sweeping, washing and mopping of floors, washing of glazed tiles on walls, urinals, W.C PANS, sinks, wash basins and all other fitting and fixtures using disinfecting material, vim detergent powder, liquid soap, Harpic or equivalent after **every hour from 7 am to 7pm daily**.
- b) Soap containers need to be kept filled at all times and naphthalene balls in urinal pots and air freshener also need to be provided.
- c) Cleaning staff should be available on all working days and weekends including Sunday unless otherwise instructed.
- d) Dusting and cleaning of mirrors, doors, windows, ventilators etc. and removal of cobwebs to be done on a daily basis.
- e) Blockage of drain/pipe/sinks will be reported immediately by the contractor's deployed staff to the Housekeeping section.

**NB. Gents washrooms should be cleaned by a male cleaner while Ladies washrooms should be cleaned by a female cleaner.**

### **1.1.2 Cleaning of Lecture Halls**

- a) Cleaning and sweeping of floors and tiles surfaces daily or as many times as needed to maintain them clean.
- b) Dusting and cleaning of windows, window panes, ventilators and removal of cobwebs to be done weekly.
- c) Dusting of chairs and podiums used in Lecture halls to be done after each cleaning to ensure they are free of dirt.
- d) Deep cleaning of tiled surfaces using a scrubbing machine monthly to ensure they maintain their original color free of stains.

**NB. Cleaning of some Lecture Halls may involve working late in the evening or at night in cases where it is not possible to clean during the day.**

### **1.1.3 Cleaning of Hostels**

- a) Sweeping, washing and mopping of floors and all other fittings and fixtures using disinfecting material, liquid soap and stain remover at least thrice daily.
- b) Cleaning staff in the hostels should be available on all working days and weekends including Sunday unless otherwise instructed.
- c) Dusting and cleaning of mirrors, doors, windows, ventilators etc. and removal of cobwebs to be done on a daily basis.
- d) Deep cleaning of tiled surfaces including but not limited to corridors and stair cases **using a scrubbing machine monthly** to ensure they maintain their original color free of stains.

**NB. Cleaning of washrooms in the hostel is as per the cleaning of toilets requirements above. Male hostels should be cleaned by male cleaners while female hostels should be cleaned by female cleaners.**

### **1.1.4 Cleaning of Offices and Boardrooms**

2.1.4.1 Tasks to be executed on a daily basis in the Offices:

- a) Dusting and cleaning of all exposed surfaces such as lamps, pictures, skirting, window ledges, pipe work, desks, bookcases, tables and cabinets.
- b) Cleaning and sweeping of floors and tiles
- c) Emptying waste baskets and removal of waste to the containers
- d) Cleaning, sweeping and disinfection of the kitchen including sinks and cupboard surfaces.
- e) Cleaning and sweeping of the entrance outside lobby, entrance guard rooms and other open areas

**NB. Cleaning of boardrooms will be undertaken after the end of every meeting before the next one starts.**

#### **1.1.4.2 Tasks to be executed once a week**

- a) Dusting and cleaning of technical appliances (computers, telephones, faxes, printers).
- b) Disinfection of computer keyboards and telephone sets
- c) Dusting all wood finished doors and cleaning the glass on the doors
- d) Dusting and cleaning of heating / cooling units
- e) Dusting all window frames and windows interior and exterior.
- f) Watering of plants

#### **1.1.4.3 Tasks to be executed Quarterly:**

- a) Cleaning of curtains and vertical blinds with appropriate products.

#### **1.1.4.4 Tasks to be executed on an ad hoc basis, when necessary and/or at the request of the University.**

- a) Assisting in setting up meeting rooms

The volume of works can be modified on the basis of a written instruction.

**NB. The cleaners are not allowed to clean offices in the absence of the occupant.**

#### **1.1.5 Cleaning of pavements**

- a) The pavements should be thoroughly cleaned by scrubbing at least twice in a week or as many times as required within the week to maintain them clean at all times.
- b) The pavements should be swept daily.
- c) The pavements should be cleaned with soap and bleaching agent to ensure they are properly maintained.

#### **1.1.6 Cleaning of cabro-paved parkings and roads**

To be cleaned on quarterly basis.

**NOTE: TO REMOVE WASTE FROM ALL CLEANING AREAS TO COMMON GARBAGE COLLECTION POINTS.**

**The scope of work is as per ANNEX 1**

## **2.0 ALLOCATION OF STAFF**

- a) For general cleaning, the tenderer must specify the number of staff required based on the area to be cleaned, but with a minimum of **40 (fourty) cleaners** employed on a full time basis and at least **3 (three) supervisors. 2 Supervisors for the day shift and one supervisor for the night shift.**

- b) Replacement during sick/local leave of cleaning personnel should be provided
- c) The cleaners are not allowed to clean offices in the absence of the occupant.
- d) The first tasks in the morning should be dedicated to the cleaning of the common spaces (toilets, corridors, verandahs etc).
- e) The Contractor awarded the contract shall ensure the impeccable presentation of its employees at all times by means of uniforms.
- f) The Contractor shall train its employees on customer relations skills in addition to training on housekeeping skills.
- g) The company shall also provide each employee with a badge of identification.

**The ANNEX 2 should be completed indicating how the contractor intends to distribute his staff.**

### **3.0 CLEANING EQUIPMENT AND MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

#### **Cleaning Equipment**

- ❖ Two scrubbing machines (Owned or hired)
- ❖ One Hoover machine (Owned or hired)
- ❖ Two trolleys for fetching water during cleaning

#### **Cleaning tools**

- Toilet brushes
- Mops
- Scrubbing brushes
- Dust pans
- Mop buckets
- Squeezers
- Cob web removers
- Gloves
- Gum boots
- Brooms
- Dusting towels
- Mops
- Super brite
- Steel wool
- Hosepipes
- Dusters (tables and floors)
- Other relevant tools to carry out the tasks

#### **Cleaning detergents and air fresheners**

- Anti-bacterial hand washing soap (liquid)

- Cleaning detergents
- Air fresheners for toilets
- Disinfection liquid
- Naphthalene balls for urinals
- Window cleaner
- Harpic for toilets
- Window cleaners
- Liquid Soap
- Liquid bleach
- Duty roaster
- Stain remover
- Wood polish for wooden services
- Specific detergent for cleaning computer keyboards and related appliances

**Staff ware**

- Staff Uniforms
- Identification badges for staff

**The University will regularly inspect the cleaning equipment, tools and detergents the contractor has at any given time to ascertain the sufficiency of the said items.**

**The ANNEX 3 should be completed indicating the monthly quantity of equipment / material to be used.**

**4.0. OBLIGATIONS OF TO THE CONTRACTOR AND THE CONTRACTOR’S EMPLOYEES**

**4.1 CONTRACTOR**

- a) During the duration of the contract, the Contractor is and remains the employer of its staff.
- b) The Contractor recruit, trains, provide uniforms and remunerates the staff required for the cleaning of the premises and engages this staff under its sole responsibility.
- c) The Contractor insures its staff members under the work injury scheme against work accidents and engages itself to respect the legislation in place



regarding labour matters, social security and taxation, and all other matters related to the services rendered.

- d) The Contractor shall inform the University of Embu, in writing, of the identity of the all staff allocated to perform the duties in the University's premises (whether they are employed on permanent or temporary basis), by submitting a copy of their ID card to the HR department. The contractor shall in addition inform, in writing in advance, of the identity of replacement staff.
- e) The Contractor shall replace immediately any of his employees who would be absent for any reason, in order to ensure continuity of the service.
- f) The University of Embu reserves the right to refuse access, for any reason of its own, to any employee of the Contractor. The Contractor shall replace immediately any such employee.
- g) The Contractor shall designate a supervisor, having experience of at least 3 years in the sector of activities covered by the contract. The competence of the responsible employee, contractor's contact person, shall be such that he/she is capable of solving problems, related to the execution of the contract, at all times and on the spot. This person will be the main contact point between the University of Embu and the Contractor. He/she must be able to be contacted at any time, in case of need. In case of absence a deputy with the same qualifications will replace him/her.
- h) The contractor shall be responsible for the conduct/integrity of its personnel and shall be responsible for any acts of omission and commission on their part. He will vouch for their character and integrity. Any types of loss by thefts or damage by the contractor's employee or its agent shall be recovered from the Contractor's payment.

- i) The contractor shall ensure that all personnel deployed by the firm are fully conversant with the premises and with the University's business activities and its related requirements.
- j) The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof.
- k) The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the University premises and sufficient number to undertake the responsibility imposed upon the contractor under the contract and to provide full attention for executing the work thereof.
- l) The contractor shall ensure he has enough and relevant cleaning materials and equipment to clean the University. The opinion of the university officials on the sufficiency will be final.
- m) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to its employees or agents. The University shall, in no way, be responsible for the settlement of such issues whatsoever.

#### **4.2 CONTRACTOR'S EMPLOYEES**

- a) It is forbidden for the Contractor's staff to take with them any objects, even if declared useless, that belongs to the University of Embu.
- b) It is forbidden for the Contractor's staff to take knowledge of any document of the University of Embu, except if related to this contract, to the concerned employee or to the execution of his/her duties.
- c) The Contractor engages itself neither to use nor to communicate any information, document, knowledge regarding the University of Embu to any third party. This obligation will bind the Contractor and its employees. This obligation will also bind the Contractor and his employees after termination of the execution of this contract.

- d) The Contractor must obtain a signed declaration, regarding the mentioned confidentiality, from each employee linked to the execution of this contract and must provide copy thereof to the University of Embu at the start of this contract and upon taking up function (for new employees). In this declaration, the employee must commit in writing to respect the secrecy of any information which he/she could have knowledge of on the occasion of the execution of his/her work and to not make known or public to any third party or to use for his/her own profit, any document or information, even after retirement from his/her job.
- e) The Contractor and its staff shall not use the premises of the University of Embu and the equipment and material contained in it for other purposes than for the execution of this contract and exclusively for the needs of the University of Embu.
- f) The University of Embu reserves the right to give instructions to the contractor's staff.
- g) These instructions can only be issued by the Vice-Chancellor or his/her designated representative.
- h) These instructions can only relate to the execution of this contract.
- i) In case of termination of this contract on its expiry or otherwise, the persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the University of Embu.

## **5.0 Code of Conduct**

The contractor shall strictly observe that its personnel:

- a.) Are always smartly dressed and vigilant
- b.) Are punctual and arrive 15 minutes before start of their duty time.
- c.) Take charges of their duties properly and thoroughly.
- d.) Perform their duties with honesty and sincerity.

- e.) Read and understand their post and site instructions and follow the same.
- f.) Extend respect to all officers and staff of the University.
- g.) Shall not drink liquor on duty, or come drunk and report for duty.
- h.) Will immediately report in any untoward incident/misconduct or misbehavior occurs, to Contractor and the University.
- i.) When in doubt, approach concerned person immediately.
- j.) Get themselves checked by security personnel whenever they go out.
- k.) Do not entertain visitors within the client's premises.
- l.) The deployed staff shall be instructed by the Contractor strictly not to misuse the property of the University.

#### **6.0 Patrolling Procedures**

- a.) The supervisor will keep taking round of the premises and keep a watch over the deployed staff.
- b.) Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- c.) The Supervisor will keep a watch on the activities of the deployed staff.
- d.) If he finds anything unusual/untoward, a written report must be given to the Housekeeping section, University of Embu.

#### **7.0 Conflict of Interest**

- a) The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the University of Embu in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

- b) The University of Embu reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set.
- c) The Contractor shall ensure that his/her staff, board and directors are not placed in a situation which could give rise to conflict of interests.
- d) Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the University of Embu, any member of his staff exposed to such a situation.
- e) The Contractor shall abstain from any contact likely to compromise his independence.
- f) The Contractor declares:
  - That he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,
  - That he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

## **8.0 General Instructions**

- a) The initial sweeping and mopping of all areas shall be completed by 8:30am every day, except for offices that are cleaned Monday to Friday. The corridors/staircases will be cleaned at least twice a day by 8:30am and 2:30pm.
- b) The toilets will be cleaned every hour from 7am to 7pm daily. The contractor should ensure there is a male worker for gents' toilets and a

female worker for ladies' toilets from 7am to 7pm. The assigned worker should ensure the cleanliness of toilets at regular intervals.

- c) **In general, the services are to be provided every day except for the long holiday when the volume of work will decrease and the contractor will be expected to adjust its monthly bills to reflect the reduced volume of work during the University's long break that starts in May and ends in August of every year or any other period as may be determined by the University.**
- d) The contractor has to arrange attendance register for his staff, which shall also be checked by the University of Embu.
- e) The contractor shall also fill daily cleaning checklists which shall be submitted to the University of Embu through its Accommodation Office.
- f) The contractor shall supply its personnel with two sets of uniforms, gum boots and an identification badge and the same shall be worn while on work. The uniform should be neat and clean.

## **9.0 Termination**

- a) The contractor fails to provide cleaning services satisfactory as per the requirements of the University or/and as per the schedule of Requirements and has not heeded to the directions given.
- b) Where the contractor was guilty of misrepresentation in supplying the information required by the University of Embu as a condition of participation in the contract procedure or failed to supply this information.
- c) Where the contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in breach of his contractual obligations.
- d) The contractor becomes bankrupt or insolvent.

## **10.0 EVALUATION OF THE TENDER**

The objective of the evaluation is to assess the technical and financial capacity of the tenderers to provide the services required and upon the results of this evaluation, to award the contract.

## **11.0 TERMS OF PAYMENT**

At the end of each month the Contractor will provide an invoice to the University of Embu to request payment, in accordance with conditions laid down in the contract. In case no service has been provided on a day, the monthly invoiced amount will be reduced as follows. For each day of non-service, the monthly amount invoiced will be deducted accordingly. Each part of day of non-service will be counted as a full day.

The University of Embu shall have thirty (30) days from receipt of the invoice.

The price quoted should be inclusive of tax.

The price tendered and contracted shall be in Kenya Shillings (KES) and the monthly invoiced amount paid by the University will be in Kenya Shillings (KES).

The University of Embu shall not be held responsible for any bank charges applied by the bank or the inter-bank clearing system.

## **12.0 CONTRACT PERIOD**

The contract period is 12 months. After the conclusion of the 12 months, the contract may be renewed two (2) times for the same period at the University of Embu initiative, and under the same conditions as the initial contract. The University of Embu reserves the right to at any time assess the performance of the contractor. Failure to perform the requested tasks may be regarded as a basis for termination of the contract.

## ANNEX 1

### SCOPE OF WORK

	LOCATION	AREAS
1.	GATE B	<ul style="list-style-type: none"><li>• Office – 1</li><li>• Ladies washroom - 1</li><li>• Gents washrooms - 1+ urinal</li></ul>
2.	DEPARTMENT OF HEALTH SERVICES	<ul style="list-style-type: none"><li>• 6 Offices each</li><li>• Pavements, drainage &amp; around.</li></ul>
3.	LABORATORIES	<ul style="list-style-type: none"><li>• Chemistry Lab A &amp; pavement around</li><li>• Physics laboratory &amp; pavement around</li></ul>
4.	BOARDROOM A	<ul style="list-style-type: none"><li>• Boardroom &amp; Veranda</li><li>• Pavements front of old administration block</li></ul>
5.	OLD ADMINISTRATION BLOCK	<ul style="list-style-type: none"><li>• Reception area and main entrance</li><li>• Receptionist office</li><li>• Caretakers' office</li><li>• Wing 2 offices (5)</li><li>• Ladies washroom 1</li><li>• Gents washrooms 2 + urinal</li></ul>
6.	LECTURER'S OFFICES	<ul style="list-style-type: none"><li>• Offices</li><li>• Ladies washrooms 2</li><li>• Gents washrooms 1+ urinal</li><li>• Veranda &amp; area around</li></ul>
7.	UNIVERSITY CENTRAL STORES	<ul style="list-style-type: none"><li>• Main store;</li><li>• 1 office</li><li>• Common working area</li><li>• Store</li><li>• Corridor &amp; pavement around.</li></ul>
8.	MT. KILIMAMBOGO HOSTEL (MEN)	<ul style="list-style-type: none"><li>• Hostel corridors</li><li>• Gents-5 &amp; urinal</li><li>• Bathrooms-6 &amp; Washing area</li><li>• Pavements, drainage &amp; area around</li></ul>
9.	VLIR LAB	<ul style="list-style-type: none"><li>• Lab area</li><li>• Pavements, drainage &amp; area around</li></ul>
10.	MENENGAI HOSTEL (MEN)	<ul style="list-style-type: none"><li>• Hostel corridors</li><li>• Gents-2 &amp; urinal</li><li>• Bathrooms-4 &amp; washing area</li><li>• Pavements, drainage &amp; area around</li></ul>



11.	ABLUTION BLOCK	<ul style="list-style-type: none"> <li>• 2 washrooms and urinal</li> <li>• Washing area</li> <li>• Pavements, drainage &amp; area around</li> </ul>
12.	NGONG HILLS HOSTEL (MEN)	<ul style="list-style-type: none"> <li>• Hostel Corridors</li> <li>• Gents-2 &amp; urinal</li> <li>• Bathrooms- 4 &amp; washing area</li> <li>• Pit latrines - 2</li> <li>• Pavements, drainage &amp; area around</li> </ul>
13.	TAITA HILLS HOSTEL (MEN)	<ul style="list-style-type: none"> <li>• Hostel Corridors</li> <li>• Gents-3 &amp; urinal</li> <li>• Bathrooms-3 &amp; washing area</li> <li>• Pavements, drainage &amp; area around</li> </ul>
14.	PAVEMENT NO. 1:	<ul style="list-style-type: none"> <li>• path from parking- reception to main kitchen- Dean of Students Office</li> </ul>
15.	PAVEMENT NO. 2:	<ul style="list-style-type: none"> <li>• Reception to small gate- path to examination office- gate to library - around block 1 washrooms -VC square dais.</li> </ul>
16.	ICT OFFICES	<ul style="list-style-type: none"> <li>• 3 Offices and area around</li> </ul>
17.	BLOCK 1 WASHROOMS:	<ul style="list-style-type: none"> <li>• Ladies - 5</li> <li>• Gents - 3 + Urinal</li> </ul>
18.	EXAMINATIONS OFFICE	<ul style="list-style-type: none"> <li>• 2 offices and pavement around</li> <li>• Exam Director's office</li> </ul>
19.	COMPUTER LABS	<ul style="list-style-type: none"> <li>• 1 &amp; pavement, drainage &amp; area around.</li> <li>• 2 &amp; pavement, drainage &amp; area around.</li> </ul>
20.	ZOOLOGY LABORATORY	<ul style="list-style-type: none"> <li>• Laboratory, office &amp; pavement around.</li> </ul>
21.	PAVEMENT NO. 3:	<ul style="list-style-type: none"> <li>• From Block 1 washroom to around dining area - around Shimoni hostel.</li> </ul>
22.	DINING HALL	<ul style="list-style-type: none"> <li>• Dining hall &amp; extension</li> <li>• Corridors, pavements &amp; drainage around.</li> </ul>
23.	OFFICES	<ul style="list-style-type: none"> <li>• Dean of Students' Offices-;</li> <li>• 3 Offices + 1 washroom</li> <li>• Deputy Dean of Students-2 Offices</li> <li>• Sports offices- Indoor area &amp; 1 office</li> <li>• Corridors, pavements &amp; drainage around.</li> </ul>
24.	ABERDARES HOSTEL (WOMEN)	<ul style="list-style-type: none"> <li>• Corridor &amp; staircase; Ground floor &amp; 1<sup>st</sup> floor</li> <li>• Pavements, drainage &amp; area around</li> </ul>
25.	MT. KILIMANJARO HOSTEL (WOMEN)	<ul style="list-style-type: none"> <li>• Corridor &amp; stairs; Ground floor &amp; 1<sup>st</sup> floor</li> <li>• Washrooms- 5 each floor</li> </ul>

		<ul style="list-style-type: none"> <li>• Bathrooms- 5 each floor</li> <li>• Washing area -each floor</li> <li>• TV room</li> <li>• Pavements, drainage &amp; area around</li> </ul>
26.	MT. KENYA HOSTEL (WOMEN)	<ul style="list-style-type: none"> <li>• Corridor &amp; staircases; Ground floor &amp; 1<sup>st</sup> floor</li> <li>• Pavements, drainage &amp; area around</li> </ul>
27.	MT. ELGON HOSTEL (MEN)	<ul style="list-style-type: none"> <li>• Corridors &amp; stair cases; Basement, Ground floor and 1<sup>st</sup> floor</li> <li>• Pavements, drainage &amp; pit latrines behind - 2</li> </ul>
28.	LECTURE HALLS BLOCK 03	<ul style="list-style-type: none"> <li>• Nursing skills lab</li> <li>• Nursing lecture hall 01</li> <li>• Nursing lecture hall 02</li> <li>• VC dais</li> <li>• Corridors, Pavements &amp; drainage around.</li> </ul>
29.	LECTURE HALLS BLOCK 02	<ul style="list-style-type: none"> <li>• Lecture hall 3</li> <li>• Research Micro-Biology lab</li> <li>• Chemistry lab B &amp; office</li> <li>• Corridors, Pavements &amp; drainage around.</li> </ul>
30.	ANIMAL HOUSE	<ul style="list-style-type: none"> <li>• lab area, office and washroom</li> </ul>
31.	HERBARIUM	<ul style="list-style-type: none"> <li>• lab area, office and washroom</li> </ul>
32.	BLOCK 2 WASHROOMS:	<ul style="list-style-type: none"> <li>• Ladies - 9 + 1 Disability</li> <li>• Gents - 5 + urinal + 1 disability</li> <li>• Pavements &amp; drainage around.</li> </ul>
33.	BLOCK 3 WASHROOMS:	<ul style="list-style-type: none"> <li>• Ladies - 4 + 1 disability</li> <li>• Gents - 2 + urinal + disability</li> <li>• Pavements &amp; drainage around.</li> </ul>
34.	LECTURERS' LOUNGE A	<ul style="list-style-type: none"> <li>• Common working areas</li> <li>• Ladies- 3</li> <li>• Gents -2 &amp; urinal</li> <li>• Corridor, Pavements &amp; drainage around.</li> </ul>
35.	LECTURERS' LOUNGE B	<ul style="list-style-type: none"> <li>• Boardroom</li> <li>• Corridor, Pavements &amp; drainage around.</li> </ul>
36.	LABORATORIES	<ul style="list-style-type: none"> <li>• Botany lab &amp; offices</li> <li>• Research lab 1 &amp; offices</li> <li>• Research lab (2)</li> <li>• Micro-biology lab &amp; offices</li> <li>• Corridor, Pavements &amp; drainage around.</li> </ul>
37.	MULTIPURPOSE HALL	<ul style="list-style-type: none"> <li>• Hall area</li> <li>• Corridor, pavements &amp; area around</li> </ul>
38.	COMPUTER LAB C	<ul style="list-style-type: none"> <li>• Lab</li> <li>• Pavements, drainage &amp; area around</li> </ul>

39.	SECURITY OFFICES	<ul style="list-style-type: none"> <li>• 5 offices</li> <li>• Corridor, pavements and area around</li> </ul>
40.	ESTATE OFFICE	<ul style="list-style-type: none"> <li>• Reception &amp; Common staff working area</li> <li>• Corridor, Pavements &amp; drainage around.</li> </ul>
41.	CHARTER HALL	<ul style="list-style-type: none"> <li>• Main Hall</li> <li>• Gents washrooms; 2 + disability + urinal</li> <li>• Ladies washrooms; 2 + disability</li> <li>• Corridor, pavements, drainage &amp; area around</li> </ul>
42.	STAFF CAFETERIA	<ul style="list-style-type: none"> <li>• Office</li> <li>• Dining area</li> <li>• Ladies washrooms; 2</li> <li>• Gents washrooms; 1+ urinal</li> <li>• Corridors, pavements, drainage &amp; area around.</li> </ul>
43.	TENTATORIUM	<ul style="list-style-type: none"> <li>• Main Hall &amp; office</li> <li>• Corridors, pavements, drainage &amp; area around.</li> </ul>
44.	STUDENTS CENTER WASHROOMS	<ul style="list-style-type: none"> <li>• Ladies - 9 + 1 disability</li> <li>• Gents - 5 + urinal + 1 disability</li> <li>• Pavements, drainage &amp; area around.</li> </ul>
45.	STUDENT LEADERS' OFFICES & BOARDROOM	<ul style="list-style-type: none"> <li>• Office 1, Office 2 &amp; Boardroom</li> <li>• Sitting area</li> <li>• Corridors, pavements, drainage &amp; area around.</li> </ul>
46.	UNIVERSITY SHOPPING	<ul style="list-style-type: none"> <li>• Pavements, drainage &amp; area around.</li> </ul>
47.	AGRICULTURAL RESERCH CENTER (ARC)	<p>Block A</p> <ul style="list-style-type: none"> <li>• Pit latrine</li> <li>• Gents;- 1 urinal &amp; 1 toilet</li> <li>• Ladies;- 1 toilet</li> </ul> <p>Classes;</p> <ul style="list-style-type: none"> <li>• ATC 1</li> <li>• ATC 2</li> </ul> <p>Block B</p> <ul style="list-style-type: none"> <li>• 1 Urinal</li> <li>• 2 toilets (Asian)</li> <li>• 1 Hall – ATC 3</li> </ul>
48.	PAVEMENT	<ul style="list-style-type: none"> <li>• Pavement from Dam 2 to Farm gate and from farm gate to Learning Center</li> </ul>
49.	PATHWAY FROM DAM 2 TO LEARNING CENTER	<ul style="list-style-type: none"> <li>• Pavements</li> </ul>
50.	LEARNING CENTER	<ul style="list-style-type: none"> <li>• Ladies - 5 + disability</li> </ul>

		<ul style="list-style-type: none"> <li>• Gents - 4+ urinal + disability</li> <li>• LC 1, LC 2, LC 3, LC 4, LC 5, LC 6, LC 7, LC 8.</li> <li>• Nursing Lecture Lounge</li> <li>• Staff Lounge</li> <li>• CLC 01a, 01b, 02a, 02b, 11a, 11b, 12a,12b</li> <li>• Corridors, Pavements &amp; drainage around.</li> </ul>
51.	OFFICE BLOCK	<ul style="list-style-type: none"> <li>• <b>Ground floor;</b>  Office 2 offices Workstation Kitchenette Washrooms; Gents- 2 + urinal Ladies- 3 + 1 disability</li> </ul>
		<ul style="list-style-type: none"> <li>• <b>1<sup>st</sup> floor</b> Office 2 Offices and Boardroom ICT support office Washrooms; Gents- 2 + urinal Ladies- 3 + 1 disability Corridors, pavements, drainage &amp; area around.</li> </ul>
52.	FARM OFFICES	<ul style="list-style-type: none"> <li>• 5 Offices</li> <li>• Farm washroom block; ladies 2 gents 2 + urinal</li> <li>• Corridors, pavements, drainage &amp; area around.</li> </ul>
53.	SOIL LAB	<ul style="list-style-type: none"> <li>• 1 office</li> <li>• Lab area</li> </ul>
54.	PATHWAY FROM LEARNING CENTER TO ADMIN BLOCK	<ul style="list-style-type: none"> <li>• Pathway</li> </ul>
55.	TUITION BLOCK	<p><b>Ground Floor</b></p> <ul style="list-style-type: none"> <li>• Lecture Hall TB 01-06</li> </ul> <p><b>Washrooms</b> Ladies – 11 Toilets Gents – 11 toilets</p> <p><b>First Floor</b></p> <ul style="list-style-type: none"> <li>• TB 11-16</li> </ul>

		<p><b>Theatres</b></p> <ul style="list-style-type: none"> <li>• 01-04</li> </ul> <p><b>Washrooms</b></p> <ul style="list-style-type: none"> <li>• Ladies: - 11 ladies</li> <li>• Gents: - 7 gents + urinal</li> </ul>
56.	PROF. GEORGE MAGOHA LIBRARY	<p><b><u>Ground floor</u></b> Library area Washrooms; Gents-4 + urinal + 1 disability Ladies-6 + 1 disability Corridors, pavements, drainage &amp; area around.</p> <p><b><u>1<sup>st</sup> floor</u></b> Boardroom 3 offices Library area Washrooms; Gents- 3 + urinal + 1 disability Ladies-4 + 1 disability</p> <p><b><u>2<sup>nd</sup> floor</u></b> Library area 3 offices</p> <p><b><u>Basement;</u></b> Hall 1, 2 Office 1,2,3,4,5,6,7,8 Gents washrooms - 2 + urinal Ladies washrooms - 2 Moot Court; hall, room 1 &amp; 2, washrooms.</p>

57.	ADMINISTRATION BLOCK	<p><b><u>Gate A</u></b> Ladies: - 3 Gents: - 2 &amp; 1 urinal 1 Offices</p> <p><b><u>Pavements</u></b> From Gate A to New Admin Gate A to Library Admin to Library Library towards LC</p> <p><b><u>Parking</u></b> Parking in front of Admin Block Parking Behind Admin Block Parking in front of Library Parking behind Library</p> <p><b><u>Ground floor</u></b> Veranda Lobby Reception area, corridors and stairs Lifts.</p> <p><b>Offices;</b> 4 offices – 001-004 Lifts &amp; Staircase Security – 2 offices Admissions – 4 offices + Registry (09-12) ABH 01-05</p> <p><b>Washrooms;</b> Ladies – 7 + 1 disability Gents – 5, 1 disability + Urinal Corridors, Lobby, Verandah</p> <p><b><u>1<sup>st</sup> floor</u></b> Lobby, corridors, staircase</p> <p><b>Classes;</b> ABH 11,12,13, 14, 15,16,17,18</p> <p><b>Offices;</b> Procurement – 4 Internal Audit – 3 Visiting professors – 2 Student counselor – 1 Chaplain – 1</p> <p><b>Washrooms;</b> Back Wing Ladies – 7 &amp; 1 disability Gents – 5, 1 disability + Urinal</p>
-----	-------------------------	---

		<p>Near Lift Ladies –3 Gents –4 Urinal Bowls - 2</p> <p><b><u>2<sup>nd</sup> floor</u></b> Lobby, stairs, verandah Estate offices; - 201-208 Coordinators offices; - 209-211 ICT Offices; - 212-214 DAQA Offices; - 217-229</p> <p>Classes; ABH 21,23,24</p> <p><b>Washrooms</b> Next to lift; - Ladies –3 Gents –4 Urinal Bowls - 2</p> <p>Back wing; -</p> <p>Washrooms; Gents-5+1 Urinal +1 disability Ladies-7+1 disability Staircase, corridors &amp; area around</p>
--	--	--

**You are invited to make a physical verification of the listed areas before quoting on 4<sup>th</sup> November, 2020 at 11.00am at the Procurement Office.**

**DURATION**

The winning bidder will sign a one-year contract renewable for another 2 years upon satisfactory performance.

ANNEX 2

MANPOWER REQUIREMENTS

LOCATION	AREAS	Number of staff	COST PER STAFF	TOTAL
NEW ADMIN BLOCK	Offices, washrooms, staircases and lifts, lobbies and corridors, Boardrooms and Lecture halls			
THE NEW LIBRARY	Offices, washrooms & pavements around			
TUITION BLOCK	Lecture halls, Lecture Theatres, washrooms			
LEARNING CENTRE	Lecture halls, Pavements & Washrooms Farm & Learning Centre offices <b>Office Block:</b> Offices 6 offices, boardroom, washrooms, and corridors			
MAIN HALLS (main campus)	Charter hall, Washrooms in the hall, Tentatorium hall & area around Multipurpose hall  Lecture halls & pavements around  <b>laboratories</b> Science and Computer labs Animal house & herbarium Pavements around Dining Hall & Staff Cafeteria  Reception & washrooms at wing 2 Offices around (6 offices)			



	Boardrooms, Offices & Pavements (main campus)			
WASHROOMS:	<b>Gents</b> (block 1, block 2, new block, staff cafeteria, student Centre, main gate, workstation)			
	<b>Ladies</b> (block 1, block 2, new block, staff cafeteria, student Centre, main gate, workstation)			
MEN HOSTELS	Corridors, washrooms & pavements around			
LADIES HOSTELS	Corridors, washrooms & pavements around			
AGRICULTURAL RESOURCE CENTER	Classes and washrooms			
	Staff			
	Supervisors			
	Total No. of staff			
<b>Total</b>				

**NB 1: The bidder is free to choose the number of staff to deploy but not less than forty (40) cleaners and 3 (three) supervisors. Of the three supervisors, two will work during the day shift and one during the night shift when Lecture Halls are cleaned. The cost of labor quoted must take into consideration the minimum wage for Embu Municipality (Refer to Kenya Subsidiary Legislation, 2018 on minimum wages for all former municipalities).**

**NB 2: During the months of May, June and July, the students are usually on long break (off-peak period). The volume of work therefore decreases significantly to about 70% of the Peak period (when all students are in session). The University expect the contractor will use less materials and fewer employees during that off-peak period. **The University shall be invoiced 70% of the monthly amount payable during the peak period.** The same applies to any other month when the volume of work decreases for any reason. The amount payable will be tagged to the volume of work done in such months.**

## SECTION VI: PRICE SCHEDULE OF SERVICES

### Financial Evaluation

ITEM DESCRIPTION	COST PER MONTH IN (KSHS)	REMARKS
Cost of cleaning materials and detergents (Taking into account the Schedule of Requirements Section 2.0 and 4.0)		
Labour Charges (Taking into account the Schedule of Requirements Section 3.0)		
Administrative charges		
Others		
<b>TOTAL</b>		

**NOTE: During the months of May, June and July, the students are usually on long break (off-peak period). The volume of work therefore decreases significantly to about 70% of the Peak period (when all students are in session). The University expect the contractor will use less materials and fewer employees during that off-peak period. The University shall be invoiced 70% of the monthly amount payable during the peak period. The same applies to any other month when the volume of work decreases for any reason. The amount payable will be tagged to the volume of work done in such months.**

**NOTE 2: THE RATE QUOTED MUST BE INCLUSIVE OF VAT**

Signature of tenderer \_\_\_\_\_

Stamp \_\_\_\_\_

## **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. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. 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.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment

**Form of Tender**

To: University of Embu  
P.O. Box 6, Embu

**TENDER NO: UoEm/05/2020-2021**

Tender Name: **Provision of Cleaning Services**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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 Insurance Cover Services in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of

**SELF DECLARATION FORMS**

(r.47)

**FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, Information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

.....  
Bidder Official Stamp

**FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

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

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

.....  
Bidder's Official Stamp

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">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. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b>																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">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. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				



## 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 \_\_\_\_\_.

**TENDER SECURITY FORM-N/A**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

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

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM-N/A**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT-N/A**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
*[amount of guarantee in figures and words].*  
We,the .....

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**