

COMMISSION ON ADMINISTRATIVE JUSTICE



THE COMMISSION ON ADMINISTRATIVE JUSTICE

“Office of the Ombudsman”

**‘Hata Mnyonge ana Haki’**

TENDER NO.CAJ /CS/01/ 2018-2019: FOR PROVISION OF COMPREHENSIVE CLEANING

SERVICES

FOR PERIOD 1<sup>ST</sup> NOVEMBER, 2018 TO 31<sup>ST</sup> OCTOBER,2019

SEPTEMBER 2018

**TENDER NO. CAJ/CS/01/2018-2019-ADVERTISEMENT ON PROVISION OF COMPREHENSIVE CLEANING SERVICES (RESERVED FOR AGPO-WOMEN)**

The Commission on Administrative Justice (CAJ) "Office of the Ombudsman" invites sealed tenders from eligible bidders for the provision of Comprehensive Cleaning Services for the CAJ (office of the Ombudsman) Nairobi Head Office, Mombasa Regional Office, Kisumu Regional Office, Eldoret Regional Office and Isiolo Regional office. The contract will be for a period of one year renewable subject to satisfactory Performance.

Interested bidders may examine the tender documents at the **Procurement Office, Commission on Administrative Justice, West-End Towers, 2<sup>nd</sup> Floor, Waiyaki Way, Westlands, P.O.BOX 20414-00200, Nairobi**, during normal working hours (8 A.M - 5 P.M.) at no cost or collect the tender document upon payment of a non-refundable fee of **(Kes.1000.00)** in cash or bankers cheque payable to **Commission on Administrative Justice** or download the tender document from **CAJ Website** or **IFMIS Supplier Portal** ([www.ombudsman.go.ke](http://www.ombudsman.go.ke) or [Supplier.treasury.go.ke](http://Supplier.treasury.go.ke)) respectively at no cost.

Bidders who download the tender document from the websites are required to register the Tender document at the Commission's Head office before the submission date. This is to facilitate communication in case of a clarification.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.

Completed tender documents should be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at The Commission On Administrative Justice Offices, West End Towers ,Waiyaki Way 2<sup>nd</sup> Floor Nairobi addressed to:

**The Commission Secretary  
Commission on Administrative Justice  
West End Towers, 2<sup>nd</sup> Floor Waiyaki Way.  
P.O Box 20414-00200  
NAIROBI**

To be received on or before on Wednesday **26<sup>th</sup> September 2018 at 12.00 Noon.**

**N/B. The tenderers may visit The Commission's main and regional offices to determine the scope of services.**

Tenders will be opened immediately thereafter on 26<sup>th</sup> September 2018 at 12.00 noon in the presence of the tenderers representatives who choose to attend the opening at the Haki Centre, West End Towers 2<sup>nd</sup> floor Waiyaki Way.

**COMMISSION SECRETARY/CEO  
COMMISSION ON ADMINISTRATIVE JUSTICE.**

## TABLE OF CONTENTS

SECTION I. INVITATION TO TENDER/ TENDER NOTICE .....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTRUCTIONS TO THE TENDERERS .....	16
SECTION III GENERAL CONDITIONS OF CONTRACT .....	21
SECTION V – SCHEDULE OF REQUIREMENTS .....	27
SECTION VI – DESCRIPTION OF SERVICES.....	28
SECTION VII- STANDARD FORMS .....	31

## **SECTION I. INVITATION TO TENDER/ TENDER NOTICE**

### **TABLE OF CONTENTS.**

- 2.1 Eligible Tenderers
- 2.2 Cost of tendering
- 2.3 Contents of tender documents
- 2.4 Clarification of Tender documents
- 2.5 Amendment of tender documents
- 2.6 Language of tenders
- 2.7 Documents comprising the tender
- 2.8 Form of tender
- 2.9 Tender prices
- 2.10 Tender currencies
- 2.11 Tenderers eligibility and qualifications
- 2.12 Tender cleaning
- 2.13 Validity of tenders
- 2.14 Format and signing of tenders
- 2.15 Sealing and marking of tenders
- 2.16 Deadline for submission of tenders
- 2.17 Modification and withdrawal of tenders
- 2.18 Opening of tenders
- 2.19 Clarification of tenders
- 2.20 Preliminary Examination
- 2.21 Conversion to other currencies
- 2.22 Evaluation and comparison of tenders
- 2.23 Contacting the procuring entity
- 2.24 Post-qualification
- 2.25 Award criteria
- 2.26 Procuring entities right to vary quantities
- 2.27 Procuring entities right to accept or reject any or all tenders
- 2.28 Notification of award
- 2.29 Signing of Contract
- 2.30 Performance cleaning
- 2.31 Corrupt or fraudulent practices

## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1 This invitation to bid is open to all interested bidders. Successful bidders shall provide the services for a period of one year from the **1<sup>st</sup> of November,2018 to 31<sup>st</sup> October 2018. However, the services or the contract may be renewed or extended for one more year subject to satisfactory performance.**
- 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 Public Procurement & Asset Disposal Act, 2015.
- 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.1000/=
- 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 cleaning form
- xi) Performance cleaning form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender. Bidders are required to seek clarification at least seven (7) days before the date of closing the 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 shall be furnished 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 tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

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

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

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

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

## **2.12 Tender Security**

2.12.1 The tenderer shall not furnish, as part of its tender, a tender security but shall sign the Tender Form provided.

## **2.13 Validity of Tenders**

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

2.13.3 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 and presentation of the Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marked "ORIGINAL TENDER" -**Technical and Financial and "COPIES,"** as appropriate. The Technical and Financial proposal (original) shall be enclosed in one envelope and sealed and a copy of the same shall be sealed and addressed appropriately. In the event of any discrepancy between them, the original shall govern.

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

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



## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original technical & Financial proposal & its copy technical & financial copy in separate envelopes, Envelope should be clearly marked **TENDER NO.CAJ/CS/01/ 2018-2019: FOR PROVISION OF COMPREHENSIVE CLEANING SERVICES FOR PERIOD 1<sup>st</sup> NOVEMBER, 2018 TO 31<sup>st</sup>OCTOBER,2019** and be deposited in the tender box at **Commission on Administrative Justice** Offices, Westend Towers, 2<sup>nd</sup> Floor, Waiyaki Way, Westlands Nairobi or be addressed and posted to:

**The Commission Secretary,  
Commission on Administrative Justice,  
P.O.BOX 20414-00200 Nairobi**

so as to be received on or before 26<sup>th</sup> September,2018 at 12.00 noon. Bids received after 12.00 noon shall be rejected.

The outer envelope shall bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE** 26<sup>th</sup> September,2018 at 12.00 noon

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 at CAJ Offices at West end Towers, 2<sup>nd</sup> Floor Waiyaki Way , Westlands not later than 26<sup>th</sup> September,2018 at 12.00 noon

Complete tender document must be submitted in a plain sealed envelopes marked with the tender name and reference number and deposited in the tender box situated at the entrance of Commission on Administrative Justice, CAJ Offices at Westend Towers, 2<sup>nd</sup> Floor Waiyaki Way Nairobi or to be addressed to The Commission Secretary, Commission on Administrative Justice, P.O. Box 20414-00200, Nairobi, so as to be received on or before 26<sup>th</sup> September,2018 at 12.00 noon .The Commission shall not be held liable for any posted tender document.

Technical and the financial proposal will be opened on 26<sup>th</sup> September,2018 at 12.00 noon.

2.16.2. Procuring entity may at its discretion, extend this deadline for submission of tenderers by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subjected 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 CAJ offices Westlands not later than 26<sup>th</sup> September, 2018 at 12.00 noon. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's 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 The tender sum should be quoted in Kenya Shillings only.

## 2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

### (a) Operational Plan.

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

### (b) Deviation in payment schedule.

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

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

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

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

## 2.24 **Award of Contract**

### a) **Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, 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 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 **Signing of Contract**

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

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

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

## 2.27 **Performance Security**

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

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

## 2.28 **Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instruction to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tendered: firms offering cleaning services <b>registered in Kenya</b>
2.2.2	<b>Price to be charged for tender document:</b> Kes. 1000.00, <b>in banker's cheque only</b> , payable to Commission on Administrative Justice <b>or download the tender document from CAJ Website or IFMIS Supplier Portal (<a href="http://www.ombudsman.go.ke">www.ombudsman.go.ke</a> or <a href="http://Supplier.treasury.go.ke">Supplier.treasury.go.ke</a> respectively at no cost. Bidders who download the tender document from the websites must visit or email to the Commission's office their details before the submission date.</b> This is to allow communication in case of a clarification.
2.10	<b>Tender Currencies:</b> Kenya Shillings. Other currencies not applicable
2.11	<b>Tenderers Eligibility and Qualifications:</b> Document of evidence required <b>Please see Mandatory Requirements on 2.22 below</b>
2.12.1	Particulars of tender security if applicable. None
2.12.4	Form of Tender Security: The tender Security Form to be signed by the Tenderer
2.13	<b>Validity of Tenders:</b> the tender shall be valid for <b>120</b> days from the date of opening.
2.14.1	<b>Format and Signing and presentation of the Tender:</b> The tenderer shall prepare two (2) sets of the tender, clearly / marked "ORIGINAL TENDER" - <b>Original Technical and Financial and "COPIES,"</b> as appropriate. The Technical and financial proposal ( <i>original &amp; copy</i> ) shall be enclosed in one envelope and sealed.
2.16.1	<b>Address of Receiving Tenders:</b> Complete tender document must be submitted in a plain sealed envelopes marked with the tender name and reference number and deposited in the tender box situated at the entrance of Commission on Administrative Justice, westend Towers, 2 <sup>nd</sup> floor Waiyaki way westlands, Nairobi or to be addressed to The Commission Secretary, Commission on Administrative Justice, P.O. Box 20414-00200, Nairobi, so as to be received on or before 26 <sup>th</sup> September,2018 at 12.00 noon <i>Both technical and Financial proposal will be opened on 26<sup>th</sup> September,2018 at 12.00 noon</i>



2.16.3	<b>Bulky tender</b> which will not fit in the tender box will be delivered and registered in the Procurement Department on the 2 <sup>nd</sup> floor.																																											
2.22	<b>Evaluation and comparison of tenders.</b> The following evaluation criteria shall be applied not withstanding any other requirements in the tender documents.																																											
	<p style="text-align: center;"><b>a) Mandatory Requirements (MR)</b></p> <p>The following requirements must be met by the tenderer. Responsive bidder(s) shall be the tenderers that score <b>YES</b> in all the requirements.</p> <table border="1" data-bbox="407 569 1414 1780"> <thead> <tr> <th data-bbox="407 569 526 642">No</th> <th data-bbox="526 569 1089 642">Requirements</th> <th data-bbox="1089 569 1414 642">Responsive or Not Responsive (YES/NO)</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 642 526 835">MR1</td> <td data-bbox="526 642 1089 835">Must Submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury</td> <td data-bbox="1089 642 1414 835"></td> </tr> <tr> <td data-bbox="407 835 526 905">MR2</td> <td data-bbox="526 835 1089 905">Tender Validity period 120 days after opening tender</td> <td data-bbox="1089 835 1414 905"></td> </tr> <tr> <td data-bbox="407 905 526 1010">MR3</td> <td data-bbox="526 905 1089 1010">Submit a copy of Certificate of Registration/Incorporation from Registrar.</td> <td data-bbox="1089 905 1414 1010"></td> </tr> <tr> <td data-bbox="407 1010 526 1079">MR4</td> <td data-bbox="526 1010 1089 1079">Complete the Price schedule in the format provided</td> <td data-bbox="1089 1010 1414 1079"></td> </tr> <tr> <td data-bbox="407 1079 526 1148">MR5</td> <td data-bbox="526 1079 1089 1148">Fill the Form of tender in the format provided</td> <td data-bbox="1089 1079 1414 1148"></td> </tr> <tr> <td data-bbox="407 1148 526 1253">MR6</td> <td data-bbox="526 1148 1089 1253">Provide Evidence of Worker's Injury Benefit (WIBA) Insurance Policy- attach copy</td> <td data-bbox="1089 1148 1414 1253"></td> </tr> <tr> <td data-bbox="407 1253 526 1358">MR 7</td> <td data-bbox="526 1253 1089 1358">Submit a dully filled up confidential Business Questionnaire in the format provided</td> <td data-bbox="1089 1253 1414 1358"></td> </tr> <tr> <td data-bbox="407 1358 526 1428">MR8</td> <td data-bbox="526 1358 1089 1428">The tender document must be serialized</td> <td data-bbox="1089 1358 1414 1428"></td> </tr> <tr> <td data-bbox="407 1428 526 1497">MR9</td> <td data-bbox="526 1428 1089 1497">Provide proof of physical location and contacts (telephone, Email address.</td> <td data-bbox="1089 1428 1414 1497"></td> </tr> <tr> <td data-bbox="407 1497 526 1602">MR10</td> <td data-bbox="526 1497 1089 1602">Attach valid N.H.I.F/N.S.S.F letter of compliance.</td> <td data-bbox="1089 1497 1414 1602"></td> </tr> <tr> <td data-bbox="407 1602 526 1671">MR11</td> <td data-bbox="526 1602 1089 1671">Provide NEMA license for provision of this service</td> <td data-bbox="1089 1602 1414 1671"></td> </tr> <tr> <td data-bbox="407 1671 526 1707">MR112</td> <td data-bbox="526 1671 1089 1707">Complete Form A2 -Declaration Form</td> <td data-bbox="1089 1671 1414 1707"></td> </tr> <tr> <td data-bbox="407 1707 526 1780">M13</td> <td data-bbox="526 1707 1089 1780">Valid Tax Compliance Certificate</td> <td data-bbox="1089 1707 1414 1780"></td> </tr> </tbody> </table>		No	Requirements	Responsive or Not Responsive (YES/NO)	MR1	Must Submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury		MR2	Tender Validity period 120 days after opening tender		MR3	Submit a copy of Certificate of Registration/Incorporation from Registrar.		MR4	Complete the Price schedule in the format provided		MR5	Fill the Form of tender in the format provided		MR6	Provide Evidence of Worker's Injury Benefit (WIBA) Insurance Policy- attach copy		MR 7	Submit a dully filled up confidential Business Questionnaire in the format provided		MR8	The tender document must be serialized		MR9	Provide proof of physical location and contacts (telephone, Email address.		MR10	Attach valid N.H.I.F/N.S.S.F letter of compliance.		MR11	Provide NEMA license for provision of this service		MR112	Complete Form A2 -Declaration Form		M13	Valid Tax Compliance Certificate	
No	Requirements	Responsive or Not Responsive (YES/NO)																																										
MR1	Must Submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury																																											
MR2	Tender Validity period 120 days after opening tender																																											
MR3	Submit a copy of Certificate of Registration/Incorporation from Registrar.																																											
MR4	Complete the Price schedule in the format provided																																											
MR5	Fill the Form of tender in the format provided																																											
MR6	Provide Evidence of Worker's Injury Benefit (WIBA) Insurance Policy- attach copy																																											
MR 7	Submit a dully filled up confidential Business Questionnaire in the format provided																																											
MR8	The tender document must be serialized																																											
MR9	Provide proof of physical location and contacts (telephone, Email address.																																											
MR10	Attach valid N.H.I.F/N.S.S.F letter of compliance.																																											
MR11	Provide NEMA license for provision of this service																																											
MR112	Complete Form A2 -Declaration Form																																											
M13	Valid Tax Compliance Certificate																																											
<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>																																											

At this stage only the bids that were responsive at the mandatory stage will be evaluated to determine if they are technically responsive or non-responsive.

**b) Technical Scores (TS).**

This section Technical Evaluation) will be marked out of 100 and will determine the technical scores (TS).

No.	Evaluation Attribute	Weighting Scores	Max.Score
TS 1	Provide company profile and organization structure.	Give the organizational structure (2mks) with details of responsibilities of three key management staff backed with their CV's.(3mks)	5
TS2	Provide a minimum of 12 employees to be engaged at CAJ HQ and its four branch offices with minimum qualification of secondary level education and a diploma for the supervisor	Supervisor – Diploma in any related field (2mks)  10 employees and /or proof of KCSE <b>(1mark each)</b>	12
TS 3	Attach valid/current certificate of Good Conduct for one key management staff and at least five employees.	Valid certificate of good conduct for at least one key management staff (2mks)  Certificate of good conduct for at least five employees (2 marks for each)-	12
No.	Evaluation Attribute	Weighting Scores	Max.Score
TS 4	The firm must have been in existence for three years and above	Firm existence three years and above- (5 marks)  Firms existence below three years (2 marks)	5 marks

	TS 5	Attach payment as per the wages and salary guidelines.	<p>Current Ministry of Labor Salary Inspection Compliance Certificate (5 Marks)</p> <p>Prove of payment of wages as per the gazetted minimum wage guidelines. Provide payroll returns(authenticated) including payment of statutory returns of PAYE(5 marks)</p> <p>NSSF compliance receipts – August' 2018 (5marks)</p> <p>NHIF/E-Slip – August' 2018 returns (5marks)</p>	20
	TS 6	<p>Must provide relevant recommendation letters from three clients where similar services are being provided in a public or private institution.</p> <p>Attach five copies of service contract agreements for cleaning services (copy of contract agreement/LPO/LSO).</p>	<p>Five recommendation letters indicating reference/contact person – (2 marks for each).</p> <p>Five (5) copies of annual contract agreements from public or private institutions each with a value of Kshs.2,500,000 and above(e.g. Local Service Order or agreement) – (3marks for each)</p>	25
	TS 7	Provide a list of Equipment and accessories owned by the firm that will be directly assigned to the Commission during the contract period e.g. Floor Cleaning machines.	<p>Provide a list of four equipment and explain what they will be used for (4 marks)</p> <p>Provide details of 4 protective clothing to</p>	16

	<p>Demonstrate use of Protective clothing by the cleaners.</p> <p>Give a detailed plan/schedule on how the services will be administered.</p>	<p>be used by the cleaners (4 marks)</p> <p>Provide Annual cleaning schedule/plan (3marks) and explain how it's to be administered (3marks)</p> <p>Provide a template of cleaning log sheet to be used to monitor service (2marks)</p>	
TS 8	<p>Provide list of chemicals/detergents to be used.</p> <p>Provide a fumigation plan</p>	<p>Provide details of chemical /detergent) to be used for fumigation (must be from reputable source) (3marks)</p> <p>Annual Fumigation Plan(2mark)</p>	5
<p><b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage.</b></p>			
<p><b>c ) Financial Scores (FS)</b></p> <p><b>Prior to financial evaluation, the tender will be evaluated to determine if the security bid has been submitted in the required format. <i>The validity, the percentage and the source of bid. Bids not submitted as per instructions will be considered non-responsive and will not be subjected to financial evaluation.</i></b></p> <p>The formulae for determining the Financial Score (FS) shall, unless <math>FS = 100 \times FM/F</math> where FS is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; p = the weight given to the Financial Proposal; T + p = 1)</p> <p>The combined technical and financial score, S, is calculated as follows:-  <math>S = TS \times T \% + FS \times P \%</math></p>			

	<p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p><b>Weighting</b></p> <p><b>T=0.70</b></p> <p><b>P=0.30</b></p>
2.24	<b>Post qualification(Due Diligence)before notification of award:</b> The Commission 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.
<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.24.4	<b>Award Criteria:</b> The firm achieving the highest combined technical and financial score will be invited for negotiations and subsequent award for the contract
2.27	<b>Performance Security:</b> performance bond if applicable shall be 5% of the total contract sum.
Other's as necessary	Negotiations may be held with the tenderer with the highest combined technical and financial scores, and upon successful negotiations will award the contract. If negotiations fail with the tenderer with the highest combined technical and financial scores, the bidder with the second highest will be invited by the commission for negotiations and upon successful negotiations, be awarded the tender.

### SECTION III GENERAL CONDITIONS OF CONTRACT

#### TABLE OF CONTENTS

- 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

### 3.1 **Definitions**

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

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

### 3.2 **Application**

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

### 3.3 **Standards**

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

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

The tenderer shall indemnify the Procuring entity against all third-party claims of

infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.6 Performance Security**

Within thirty (30) 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) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 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 anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.



### **3.13 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.

### SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	5% performance security
3.8	Payment method: payment shall be made on quarterly basis after services have been rendered.
3.9	Price Adjustment not allowed
3.9	price adjustments not allowed
<b>3.14</b>	<b>Resolution of disputes</b>
3.17	Kenya law applicable
3.18	Bidders to provide physical address, email address, telephone numbers (landlines & mobiles), contact persons. Client Address:
Other's as necessary	Complete as necessary

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

### **A) SERVICE**

The Commission intends to contract a professional cleaning service provider to provide comprehensive cleaning services as specified in the Description of service for a contract period of one year.

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

Tentatively, the contractor will be expected to engage in cleaning services from 6.00 a.m to 4.00 P.M in the evening during week day.

The actual timetable for weekly cleaning and thorough cleaning will however be agreed on with the successful contractor. A Roster of activities undertaken especially on thorough cleaning and on fumigation should be kept.

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

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

### **D) STAFF**

The Contractors Staff will be expected to deploy a minimum of twelve (12) Cleaning Staff, 1 supervisor, 7 cleaners at the HQ, and one in each of the four branch offices. There must be a balance of 2/3<sup>rd</sup> of either gender

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

The Contractor will provide cleaning staff with decent and clean uniform and identification badges which they will be required to put on all the time they are working for the Commission. The cleaners MUST wear protective gear at all times while at the Commission's premises and carrying out cleaning services.

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

Wages paid to employees to be deployed must conform to the Ministry of Labor Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the labor laws.

### **G) GENERAL**

- i) Age  
Employees must be over 19 years
- ii) Vetting  
The successful contractor should have knowledge of employees background and must provide a valid certificate of good conduct before engagement
- iii) Adequate Personnel

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

## **SECTION VI – DESCRIPTION OF SERVICES**

These services will cover the following areas;

- Commissions blocks A, B and C (Inside and Outside)
- Commission's kitchen areas and its corridors
- Main office block –Mombasa
- Main office block – Kisumu
- Main office block- Eldoret
- Main office block- Isiolo
- Two stores at the Head offices

### **DETAILS OF SERVICES TO BE OFFERED (PROVIDED) BY THE CONTRACTOR**

The cleaning services will require the contracted firm to undertake the following tasks;

- Remove rubbish, dirt stains, cobwebs or spills or foreign objects and generally ensure that all areas are free from any blemish.
- Ensure that all areas are free from any foul or unpleasant odours
- Ensure that all polished or smooth surfaces retain their shining gloss;
- Collect and dispose all rubbish, dirt, waste materials or refuse from the building to places designated for the purpose.
- Thoroughly scrub and polish floors once a week and whenever the need arises;
- Wipe,dust and/or clean with wet cloth all desks tops, workstations, computer surfaces,shelves etc.
- Thoroughly clean all offices, walls, windows, doors, corridors once a month and whenever the need arises;
- Clean desks, cabinets, tables and chairs with soap and water where necessary once every three months
- Keep all walls clean at all times;
- Arrange in a professional manner reception and lobby areas.
- Carry out quarterly fumigation of the office kitchenettes

### **DESCRIPTION OF SERVICES**

#### **1) OFFICE TABLES /DESKS**

- To be cleaned using high quality sheen provided by the contractor daily.
- Tops to be free from dust and cobwebs
- Computers, telephone sets and wires should be free from dust and fluff.
- All accessories and equipment should be left in correct positions

#### **2) DOORS AND DOOR FRAMES**

- Should be free from soapy water stains and dust
- Doors handles and locks should be free from marks, fluff and should be shiny

- Doors that do not close easily and hinges that make noise should be brought to the attention of the HR officer.
- Daily sweeping and mopping using necessary detergent
- Machine scrubbing, removing stain and polishing monthly.

### **3) LIGHT SWITCHES AND POWER SOCKETS**

- Switches and sockets should be free from dust marks, fluff and should be shiny.
- Cracks on switches and sockets should always be brought to the attention of the HR Officer.

### **4) WINDOWS**

- Should be clean leaving no streak marks or spots using windowlens or similar provided by the contractor
- Should be free dust and oily stains
- They should be free from dust and cobwebs.

### **5) FLOOR(PVC/CERAMIC/TERRAZO FLOORS).**

- Should be scrubbed as appropriate using Rotary machine once a week, including polishing by use of care free 2/encore polish or similar and buffing to shine.
- Daily mopping using care free 3- floor maintainer or similar and buffing using rotary scrubbing machine or other machines of similar nature.
- Always ensure there are no polish deposits.
- Tools for use will be provided by contractor.

### **6) WASTE PAPER BINS.**

Should be well positioned and emptied regularly and externally cleaned.

### **7) SKIRTING**

- Free from dust, carpet fluff and stains.

### **8) CORRIDORS AND ENTRANCES.**

Ways free from dust, stains mud and debris (floor and walls).

- Dustbins free from dirt and properly positioned
- Electric sockets and switches free from finger mark dust and stain.

### **9) RECEPTION AREA**

- Entire floor clean and free from dust stain and litter. Lean skirting always
- Reception desks and chairs always clean and shiny
- Sockets and switches free from dust and cobwebs
- Floor mats and mud scrappers free from mud and dust.

10) **BOARD ROOMS**

- Clean entire floor clean and free from dust stain and litter. Lean skirting always
- Wipe conference table and all chairs clean and shiny
- Sockets and switches free from dust and cobwebs
- Clean all windows and aerate them every morning
- Floor mats and mud scrappers free from mud and dust.
- Empty all dustbins
- Arrange the boardrooms in an orderly manner

**OBSERVATION OF OCCUPATIONAL SAFETY AND HEALTH REGULATIONS AND PRACTICES.**

The Contractor will be required to ensure strict adherence to current occupational Health and safety regulations in the work place.

**3. ADDITIONAL INFORMATION TO TENDERERS.**

The tenderer is required to visit the site prior to submission of the quotation in respect of the tender to establish the magnitude of the job.

The attached site visit form should be duly signed and attached to the tender document.

The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly through supplier appraisal.

**10) scope of services**

The areas square feet for offices are as tabulated below  
NB.

Kindly quote for each office listed separately

**SITE VISIT FORM**

<b>LOCATION</b>	<b>AREA SQUARE FEET</b>	<b>AMOUNT QUOTED</b>
WESTEND TOWERS HEAD OFFICE	16,949 SQ.FT	
ELDORET OFFICE	958.13 SQ.FT	
KISUMU OFFICE	1581SQ.FT	
MOMBASA OFFICE	874 SQ.FT	
ISIOLO OFFICE	790 SQ.FT	
TOTAL COST FOR ALL THE OFFICES		

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. **Form of Tender** – The form of tender must be completed by tenderer and submitted with the tender documents. It must be duly signed by authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **The contract form** – The contract form shall not be completed by tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the acceptance price.
4. **The performance security forms**- should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security.
5. **Confidential business Questionnaire form**- This form must be completed by the tenderer and submitted with the tender document
6. **Format of tender security**: When required by the tender document the tenderer shall provide the tender security in the form included herein.
7. **Declaration Form**: The tenderer must complete and submit the declaration form alongside the tender document

## **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
8. Declaration form



**FORM OF TENDER**

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch .....</p>
---

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

**TENDER SECURITY FORM**

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

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

[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called "the contract")

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

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

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

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

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

Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

**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**



**FORM A2 -DECLARATION FORM**

Bidders are required to sign the declaration below:

The company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices. The Products being offered in this tender is not in breach of any laws whatsoever. Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

Signed by: \_\_\_\_\_ Position: \_\_\_\_\_

Stamped:

Date:\_\_\_\_\_

## FINANCIAL PROPOSAL

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_\_ of

No	Item Description	Unit Cost	Quarterly Cost	Total Annual Cost	Remarks
1	Cost of provision of uniformed cleaners for Nairobi office				<b>Bidders may specify any other items as long as it is within the scope and description of the service</b>
2	Uniformed cleaner for Mombasa office				
3	Uniformed cleaner for Kisumu office				
4	Uniformed cleaner for Eldoret office				
5	Uniformed cleaner for Isiolo office				
5	Cost of provision of Automatic Air fresher's and re-fill				
6	General cleaning of the offices Once a month				
4	Cost toiletries supplies e.g Sanitizers, naphthalene balls, detergent, hand wash soap and hand towels/tissue dispenser				
5	Cost of supply of bins of sanitary towels and regular disposals				

No	Item Description	Unit Cost	Quarterly Cost	Total Annual Cost	Remarks
6	Fumigation of the offices on quarterly basis				
7	Other requirements/provisions (Please list)				
	<b>Total Cost VAT Inclusive</b>			<b>Indicate the total cost here</b>	

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

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