

REPUBLIC OF KENYA



THE NATIONAL TREASURY AND PLANNING

STATE DEPARTMENT FOR PLANNING

P.O. BOX 30005-00100

NAIROBI

**TENDER NO. TNTP/SDP/003/2020-2022
FOR PROVISION OF PROFESSIONAL CLEANING SERVICES**

Advertisement Date: 22nd September 2020

Closing/ Opening Date: 30th September 2020 at 11.00 a.m.

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SECTION I – INVITATION TO TENDER

Date: 22nd September 2020

TENDER REF NO. TNTP/SDP/003/2020-2021

TENDER NAME: PROVISION OF PROFESSIONAL CLEANING SERVICES

The State Department for Planning invites sealed tenders from eligible candidates for **Provision of Professional Cleaning Services at the State Department for Planning offices at the Headquarters and Absa Plaza**

Interested eligible bidders may view the tender document and obtain further information by visiting our website: www.planning.go.ke or www.tender.go.ke

A complete set of tender documents may be downloaded by interested and eligible candidates free of charge at www.planning.go.ke. Those who download the documents from the website must forward their particulars immediately for recording and any further clarification to procurement@planning.go.ke.

Tenders shall remain valid for a period of 90days after the date of tender opening.

Complete tender documents enclosed in plain sealed envelopes marked with tender number shall be addressed to:

The Principal Secretary
State Department for Planning
P.O Box 30005, 00100
NAIROBI

should be deposited in the tender box located on the 9th floor, Treasury Building, Harambee Avenue, Nairobi so as to be **received on or before 30th September 2020 at 11.00a.m.**

Tenders shall be opened immediately thereafter in the presence of bidders representatives who choose to attend at the Boardroom, 10th Floor, Treasury Building. The tenders shall be opened in strict adherence to the Ministry of Health protocols on COVID 19.

Head, Supply Chain Management Services
For: The Principal Secretary

SECTION I: 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.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules

- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written

in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 % 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

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

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

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

or

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

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

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 30th September 2020 at 11.00 a.m.

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

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 above.

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, 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

2.22.3 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 have 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 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO SECTION II OF INSTRUCTIONS TO THE TENDERERS

The following information regarding the particulars of the tender shall complement/ supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<ul style="list-style-type: none"> i) The Procuring Entity is the State Department for Planning ii) The Services to be provided is Professional Cleaning Services iii) Eligible Tenderers are AGPO registered Firms with the National Treasury. iv) Description of the cleaning services to be rendered is provided in the Schedule of requirements v) The Term Contract ends on 24 months from the date of commencement.
2.2.2	There will be no cost for tendering.
2.3.2	A responsive firm is the one which meets the terms and conditions in the preliminary and then the minimum specifications
2.4.1	Clarification can be sought (3) three days before tender submission
2.9.3	Prices quoted shall be firm and fixed. Prices should be quoted in Kenya Shillings
2.11.1	<ul style="list-style-type: none"> i) Proof of registration of the firm ii) Copy of AGPO Certificate iii) Copy of VAT/PIN certificate iv) Copy of valid firm's Tax compliance certificate v) Company Profile to include Operational Plan vi) Proof of Registration with NSSF vii) Filled and signed form of tender (with Bid validity- (90) days) viii) Must submit a duly filled up, signed and stamped confidential business questionnaire form in the format provided ix) Filled and signed Price schedule x) Duly filled and signed tender securing declaration form. xi) Duly filled and signed SD 1 and SD 2
2.14/2.15/2.16.1	As in Instructions to tenderers

2.20.4

Evaluation Criteria:

(a). Preliminary Examination- Mandatory requirements (MR)

- i) Proof of registration of the firm
- ii) Copy of AGPO Certificate
- iii) Copy of VAT/PIN certificate
- iv) Copy of valid firm’s Tax compliance certificate
- v) Company Profile to include Operational Plan
- vi) Proof of Registration with NSSF
- vii) Filled and signed form of tender (with Bid validity- (90) days)
- viii) Must submit a duly filled up, signed and stamped confidential business questionnaire form in the format provided
- ix) Filled and signed Price schedule
- x) Duly filled and signed tender securing declaration form.
- xi) Duly filled and signed SD 1 and SD 2

(b). Technical Requirements

Evaluation and Comparison of Tenders (Technical Evaluation)

The bidder will be evaluated on the technical submissions and only tenders attaining 70% marks and above in the technical evaluation will proceed to the next stage of Financial consideration.

The technical proposals will be evaluated using the following criteria: Scores for specific technical evaluation requirements will be distributed as follows:

S/No	Evaluation Attributes	Weighting Scores	Max Scores
1*	Provide a list of clients and references to which the company has provided similar services.	5 clients with recommendation letters from the clients – 5 marks each Less than 5 clients – 2 marks each List of clients without letters - 1 marks each	25
2	Cleaning equipment and protective gear/ accessories owned by the firm OR hired and to be directly assigned to SDP during the contract period (attach evidence of ownership or agreement for hiring the equipment).	<ul style="list-style-type: none"> • Provide details / list of at least ten (10) equipment and accessories and explain what they will be used for. (3 marks for each) 	30

		<i>NOTE: The equipment shall be inspected before signing the contract with the winner.</i>		
	3	Detergents / chemical to be used for cleaning. (Cleaning Detergent, Air sanitizers, Disinfectant, Paper hand towels) etc	Provide list of each category.	20
	4	Certificates of good conduct	<ul style="list-style-type: none"> Provide copies of certificates of good conduct from the Kenya Police, Criminal Investigation Department for the staff to be deployed 	10
		Work program / operation plan / schedule of cleaning / work plan	Provide details as indicated on special conditions of contract – Other Conditions	15
	8	TOTAL		100
	(c) Financial Evaluation. The firms that will score 70% and above shall proceed for financial evaluation and evaluation.			

SECTION II GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 **Application**

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

3.3 **Standards**

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

3.5 **Patent Right’s**

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

3.6 **Performance Security**

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

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

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

- a) Cash.

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

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

3.7 Inspections and Tests

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

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

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

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

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.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1 (a)	The contract is Two (2) years term contract from the date of contract commencement.
3.1 (b)	The contract price to be in Kenya Shillings
3.1 (C)	The services to be provided are the provision of Cleaning Services at the State Department Headquarters and Absa plaza as specified
3.1 (d)	The procuring entity is the State Department for Planning
3.7	The supervisor of the service under the contract is the Office Superintendent (OS)
3.8	Payment will be made monthly or quarterly after the services are rendered on submission of invoice and satisfied certificate of Services issued by OS
3.9	No price adjustment is allowed within 12 months
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator
3.17	The laws of Kenya shall apply

I/We hereby certify that I/We have read the Special Conditions of Tender (Section IV), confirm that I/We have understood and I/We shall abide by them.

Tenderer-----Date-----

Signature-----official Rubber stamp-----

SECTION V: SCOPE OF SERVICES/ SCHEDULE OF REQUIREMENTS

s/no.	OFFICE NO.	MEASUREMENTS IN Sqft (Approx.)	Curtains/ Sheers	Windows	Chairs	Sofa Set
1.	1034 & 1035	944	With curtains & sheers	18	7	6 seater
2.	1032 & 1033	722	With curtains & sheers	11	6	7 seater
3.	1031,1030&10 29	689	With curtains & sheers	11	11	9 seater
4.	1027 & 1028	608	With curtains & sheers	9	8	5 seater
5.	Waiting Rooms	292		12	4	11 seater
6.	1025 & 1024	604	With curtains & sheers		7	5 seater
7.	1021	228		3	6	-
8.	1018,1019 & 1020	611		12	9	5 seater
9.	1011 & 1012	456	With curtains & sheers	6	6	-
10.	942,944 & 945	614	With curtains & sheers		9	5 Seater
11.	901A	229	With curtains & sheers	5	3	-
12.	734	228		3	6	-
13.	732 & 733	554	With curtains & sheers	7	6	10 seater
14.	730 & 731	329		10	6	5 seater
15.	714	96	With curtains & sheers	3	3	-
16.	1017	292	Waiting room	12	4	11 seater
17.	932/933	613		345	5+10	
18.	Barclays Plaza 6 th and 14 th floor (tiled & Carpeted)	8323	Curtains and Sheers	20 20		3 sets
19.	321	96		8	10	
20.	322	96		8	10	
21.	323	110		10	12	
22.	324	120		6	10	
23.	325	120		6	10	
24.	326	100		10	5	

25.	327	96		10	2	7 seater
26.	329	110		10	5	
27.	330	96		10	5	
28.	330	100		5	6	
29.	713	96		3	4	
30.	711	96		3	2	
31.	716	100		5	6	
32.	735	228		3	6	
33.	803/804/805	614			12	7 seater
34.	844/845/846	614		9	15	
35.	827/828/829	614		9		12 seater
36.	817/818/833/834/835/836/837/838/839/840/	960		20	50	
37.	841/842/843/812/819/820/810/809/808/807/806/825	1200		26	50	
38.	830/831	613		6	42	5 seater
39.	822/832/821/801 A/825	550		8	45	
40.	902/903/904/930/929/928/913/914/915/916/917	2456		16	60	6 seater
41.	905/906/907/908/909/910/911/912	768		16	40	
42.	923/924/925/926/927	500		10	23	
43.	406/405/404/403	480		10	20	5 seater

EQUIPMENT

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

	EQUIPMENT	USE	QUANTITY
1.	Floor scrubbers and polishers	For the stripping and burnishing of hard floor surfaces	
2.	Dry Vacuum Cleaners	For hovering of Carpets in offices	
3.	Wet and Dry suction	For the suction of liquids on dry surfaces and	

	machines	extraction of wet shampoo on carpets when cleaning	
4.	Mopping Buckets	For use in cleaning of offices, corridors and toilets	
5.	Mop Heads	For general cleaning of surfaces within the building	
6.	Hard Broom	For the general sweeping of parking, driveways and walkways	
7.	Soft broom	For sweeping of dirt on all floors before mopping and general cleaning	
8.	Squeegees	For the speedy removal of liquids on floors.	
9.	Dustpan	For collection and removal of litter after sweeping	
10.	Dusters	For the general cleaning of office furniture and apparatus	
11.	Ladders	For reaching high places during the cleaning of windows from the outside wall.	
12.	Extraction cleaners	For cleaning of upholstery and spot cleaning of carpets	
13.	Web Mops	For removing cobwebs on ceiling	
14	Cradle Machine	For reaching high places during the cleaning of windows from the outside wall.	
15	Scarf Holding	For reaching high places during the cleaning of windows from the outside wall.	

A) SERVICE

The State department for Planning 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 two years subject to satisfactory performance the contract in the first 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 days.

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 will be expected to deploy a minimum of ten (10) Cleaning Staff comprised of 1 supervisor, 7 cleaners at the HQ and 3 at Absa plaza.

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 State Department. The cleaners **MUST** wear protective gear at all times while at the premises and while 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 employee's 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

DETAILS OF SERVICES TO BE 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 odour
- 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 and disinfect 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 bi-monthly fumigation of the office kitchenettes

1) OFFICE TABLES /DESKS

- To be cleaned using high quality sheen provided by the contractor daily.
- To be disinfected 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 disinfected daily
- Doors that do not close easily and hinges that make noise should be brought to the attention of the Office Superintendent.
- 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 Office Superintendent.

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) AND CARPETED AREAS.

- Should be scrubbed, rinsed and dried as appropriate using Rotary machine once a week
- Daily mopping using care free 3- floor maintainer or similar
- Always ensure there are no polish deposits.
- Carpeted areas should be hoovered daily and
- Tools for use will be provided by contractor.

6) WASTE PAPER BINS.

Should be well positioned and emptied regularly, cleaned and disinfected

7) SKIRTING

- Free from dust, carpet fluff and stains.

8) RECEPTION AREAS

- Entire floor clean and free from dust, stains and litter.
- 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.

9) 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.

The following schedule MUST be completed

ITEM	BRAND NAME
Cleaning Detergent	
Air sanitizers	
Disinfectant	
Paper hand towels	

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.

SECTION VIII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Bid securing Declaration form
5. Confidential Business Questionnaire form
6. Self-Declaration forms
 - i. Form Self Declaration 1: Debarment Form
 - ii. Form Self Declaration 2: Self Declaration not to engage in corrupt or fraudulent practice
7. Site visit certificate/form
8. Letter of notification of award

FORM 1: FORM OF TENDER

Date_____

Tender No._____

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers,* of which is hereby duly acknowledged, we, the undersigned, offer to provide.*[description of services]* in conformity with the said tender documents for the sum of *[total tender amount (Monthly) 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 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 _____, 2020 *[signature]*

[In the capacity of].....
Duly authorized to sign tender for and on behalf of_____

FORM 2: PRICE SCHEDULE

s/no.	Office No.	Measurements Sq.ft (Approx.)	Unit cost KES	Curtains/Sheers/ With Vertical blinds	QTY	Unit Cost KES	Total Cost KES
1.	10 th Floor SDP Offices Treasury Building	4,862		Windows	77		
				Chairs	70		
				Sofa Set	122		
	Waiting Rooms	292		Windows	12		
				Chairs	4		
				Sofa Set	11		
	9 th Floor SDP Offices Treasury Building	1456		windows	16		
				Chairs	27		
				Sofa Set	5		
4	3 rd Floor SDP Offices Treasury Building	852		Windows	93		
				Chairs	75		
				sofaset7 seater	1		
5	7 th Floor SDP Offices Treasury Building	1727		Windows	37		
				Chairs	39		
				Sofa sets	3		
6	8 th Floor SDP Offices Treasury Building	5165		Windows	78		
				Chairs	214		
				sofa sets	3 sets		
7	9 th Floor SDP Offices Treasury Building	3,724		Windows	42		
				Chairs	123		
				sofa sets	1 set		
8	4 th Floor offices Treasury Building	480		Windows	10		
				Chairs	20		
				sofa sets	1 set		
Treasury Offices Monthly Sub Total KES							

ABSA (formerly Barclays) Plaza - Monitoring and Evaluation Directorate Offices

s/no.	OFFICE NO.	MEASUREMENTS IN Sqft (Approx.)	Unit cost KES	Curtains/Sheers /With Vertical blinds	QTY	Unit Cost KES	Total Cost KES
1	6 th and 14 th floor offices and common area (both Ceramic and carpeted area)	8,323		Windows	20		
				Chairs	40		
				Sofa sets	3 sets		
ABSA Offices Monthly Sub Total KES							
Grand Monthly Total for Treasury and ABSA Plaza							

Signature of tenderer _____

Name of bidder _____

Name of authorized representative _____

Date: _____

Stamp

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

FORM 3: CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

FORM 4: TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No.:[insert number of tendering process]

To:[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of two years starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or
 - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title
(director or partner or sole proprietor, etc.)

Name:

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

Dated on day of, [Insert date of signing]

Seal or stamp

FORM 5: 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 Business Name..... Location of Business Premises Plot No,Street/Road..... Postal addressTel No.Fax Email..... Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers Branch.....</p>																							
	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details </p>																							
	<p>Part 2 (b) – Partnership Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
1.																					
2.																					
3.																					
4.																					
	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
1.																					
2.																					
3.																					
4.																					
	<p>Date.....Signature of Candidate and stamp</p>																							

FORM 6: SELF DECLARATION FORMS

i. 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.

Signed:.....

Capacity / title
(director or partner or sole proprietor, etc.)

Name:

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

Dated on day of, [Insert date of signing]

Seal or stamp

ii. 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.

Signed:.....

Capacity / title

(director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:

[insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

FORM 7: PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____20____to

supply.....

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

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

FORM 8: SITE VISIT CERTIFICATION FORM

I ----- (Name of client/client representative) of
----- (Name of
department)

Do hereby certify that-----
(Name of tender/tenderers representative)

Of ----- (Name of bidding firm
and address)

Have actually visited the site for the proposed -----

(Name of proposed works for which bids are invited)

This -----day of -----month -----2015

Signature

Official stamp

DECLARATION (BY TENDERER)

I----- (Name of tenderer)

Do hereby declare that I have visited site for the proposed services and that I am satisfied

With the information gathered and verified the area to be covered.

Signature

Date

Official Stamp.

FORM 9: 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

FORM RB 1

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 of20.....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