



INSURANCE REGULATORY AUTHORITY

TENDER NO. IRA/108/2018-2019

**PROVISION OF CLEANING, SANITARY AND FUMIGATION
SERVICES**

10TH FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL

P.O BOX 43505-00100 NAIROBI, KENYA

E-mail: procurement@ira.go.ke

Web site <http://www.ira.go.ke>

DECEMBER, 2018

Introduction

- 1.1 This Tender Document has been prepared for use by the Insurance Regulatory Authority (IRA) for the Provision of a Cleaning, Sanitary and Fumigation Services.
- 1.2 The document includes a letter of Invitation, Instructions to Tenderers, detailed specifications of the requirements, and various forms for the tenderer to apply.
- 1.3 IRA has undertaken to ensure that the evaluation criterion is clear and explicit and that it refers to the needs and characteristics of this specific procurement for the Provision of Cleaning, Sanitary and Fumigation Services.

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SECTION I INVITATION TO TENDER

DATE: 4th December, 2018

TO: ALL ELIGIBLE BIDDERS

TENDER No: IRA/108/2018-2019

TENDER DESCRIPTION: PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES

- 1.1 The Insurance Regulatory Authority (IRA) is a government agency established under the Insurance (Amendment) Act, 2006 to regulate, supervise and promote the development the Insurance Industry in Kenya.
- 1.2 The Authority invites sealed bids from firms owned by women and registered by the National Treasury under the AGPO Group for **Provision of a Cleaning, Sanitary and Fumigation Services.**
- 1.3 Interested candidates may obtain further information and inspect the Tender documents at the Insurance Regulatory Authority offices (Procurement Office) at Zep-Re Place, Longonot, Upper Hill, (Tenth Floor) Nairobi during normal working hours and/or downloaded from the Authority's website at www.ira.go.ke or the Public Procurement Information Portal www.tenders.go.ke free of charge.

Interested and eligible bidders are required to download the tender document from the website free of charge and immediately email their names and contact details to: procurement@ira.go.ke for purposes of any clarification communication or addenda.

- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as **"IRA/108/2018-2019 – Provision of a Cleaning, Sanitary and Fumigation Services"** and be deposited in the Tender Box situated at Insurance Regulatory Authority, Zep-Re Place, 10th Floor, Longonot Road, Upperhill, Nairobi or be addressed to:-

Ag. Chief Executive Officer (CEO)
Insurance Regulatory Authority
10th Floor, Zep-Re Place, Longonot Road, Upperhill
P.O. Box 43505 – 00100
NAIROBI.

so as to be received on or before **20th December, 2018 at 11:00 a.m.** Bulky tenders which will not fit in the tender box shall be received by a procurement representative on 10th Floor.

- 1.5 There will be a **MANDATORY Pre-tender meeting** to be held on **14th December, 2018 at 10:00 a.m.** on 10th Floor (Big Training Room), Zep-Re Place. Bidders will be taken round the floors to verify the details as per the tender document and will be issued with a site clearance certificate.
- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **10th Floor**, Training Room, Zep-Re Place on **20th December, 2018 at 11:00 a.m.** Late bids shall be rejected.
- 1.8 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.4 or e-mail ethics@ira.go.ke

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.1 Contents of tender documents

- 2.1.1. 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 Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

2.12.2 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) Such insurance guarantee approved by the Authority.

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

paragraph 2.20

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

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

2.12.7 The tender security may be forfeited:

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

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

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

or

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

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

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons

duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

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

(b) bear, tender number and name in the invitation to tender and the

words: **“DO NOT OPEN BEFORE 20th December, 2018 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 “late”.

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **20th December, 2018 at 11:00 a.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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, **20th December, 2018 at 11:00 a.m.** 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.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert

those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

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

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

2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

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

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

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

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful

tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is reserved for all eligible and qualified firms registered under Youth, Women and People Living with Disability (AGPO) and the successful supplier shall be required for the Provision of Cleaning, Sanitary and Fumigation Services.
2.11	<p>Your proposal must be submitted with the following information:</p> <p>A) <u>Mandatory Documents:</u> Bidders must comply with all the Mandatory requirements before their tenders are considered for detailed technical evaluation</p> <ul style="list-style-type: none"> i) Certificate of Registration/Incorporation; ii) Copy of PIN Certificate; iii) Valid Tax Compliance certificate from Kenya Revenue Authority (KRA); iv) The National Treasury Certificate AGPO; v) Form of Tender duly completed, signed and stamped by the Tenderer in the format provided; vi) Price Schedule duly completed, signed and stamped by the Tenderer in the format provided; vii) Valid Single Business permit from a County Government (Attach License/payment receipt); viii) Dully completed Confidential Business Questionnaire (MUST be duly filled and signed by authorized signatory); ix) Provide copies of audited accounts for the last three (3) years (2015, 2016 and 2017) where applicable; x) Must have Compliance Certificate from NSSF and submit compliance certificate and provide payment schedule for September, 2018;

	<ul style="list-style-type: none"> xi) Must have Compliance certificate from NHIF and submit compliance certificate and provide payment schedule for September, 2018; xii) Must be Workman’s Compensation Compliant (WIBA) for the staff – Provide a copy of workman’s compensation insurance cover as evidence; xiii) Evidence that they pay their employees gazetted minimum wage for Nairobi County (Attach pay slip). Additionally, provide a declaration that the service provider shall comply and pay with minimum wage Nairobi for Nairobi from Commissioner of Oaths/Magistrate; xiv) No alterations, erasures or overwriting on the tender document; xv) Attach copies of Identification documents (IDs or valid Passports) of the Owners/ Directors of the firms and certified copy of the latest CR 12 issued by the Registrar of Companies. In case of Partnerships names of partners; xvi) Properly bound document/ well-presented document. All pages of the tender document should be serialized or serially numbered in the format required; xvii) Self- declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/ Principal officer; xviii) Original and copy of the tender document shall be placed in a sealed envelope clearly marked “Original” and “Copy” and addressed as stated in the invitation to tender; xix) Site visit clearance certificate. This will be provided during the pre-tender meeting; <p>B) <u>Essential Requirements:</u></p> <ul style="list-style-type: none"> i) Provide names of similar organizations that you have rendered similar services to demonstrate your experience in providing Cleaning Sanitary and Fumigation Services. Attach the names, addresses and contact details. (Use form 9); ii) Provide letters of reference/recommendation from the
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	<p>clients served in the last 5 years;</p> <p>iii) Duly signed qualifications and experience of key management and technical personnel proposed that will manage the service. The technical staff should have experience in hospitality industry for three years;</p> <p>iv) Provide details of premises and branches you operate.</p> <p>v) You are required to provide proof of the following:</p> <ul style="list-style-type: none"> • You have premises you operate from – provide a copy of lease agreement/copy of utility bill (Electricity/water/telephone).
2.12	Tenderers must provide a tender security of KES. 100,000.00 (Kenya Shillings Hundred Thousand only) from a reputable bank or reputable insurance company recognized by the Public Procurement Oversight Authority) valid for 30 days beyond the tender validity period.
2.15	<p>Bidders are required to submit Separate Technical and Financial Proposals. This is a two-envelope system.</p> <p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”</p>
2.24	IRA will carry out due diligence to determine to its satisfaction whether the tenderer that will be selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily
2.24.3	<p>The Criteria for the evaluation of Technical and Financial Proposals are as follows: -</p> <p>A) Technical Evaluation</p> <p>This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -</p>

Total Technical Score : 100 Marks

Weightage: The minimum qualifying mark for technical is 80%

Bids that score equal or above 80% in the Technical evaluation stage will proceed to financial evaluation. Bids that score less than 80% shall be treated as non-responsive and will be disqualified from further evaluation. Firms that will score 80% and above in the technical evaluation will have their financial proposals opened. The firm that will quote the overall lowest price will be considered for award.

The single currency for price conversions is: Kenya Shillings

CATEGORY&CRITERIA	MAXIMUM SCORE
(a) Materials and Equipment to be used Firm's proof of ownership of necessary equipment to undertake the assignment (list all the equipment under consideration for the implementation of the assignment)	10 Marks
(b) Qualification of Management and Technical staff <ul style="list-style-type: none">• Degree in relevant field or Equivalent - 15marks• Diploma in relevant Training – 15marks	30 Marks
(c) Firm experience in Provision of Cleaning Services. References letters/contract/LSOs where a similar assignment has been offered (attach copies); <ul style="list-style-type: none">• Less than 1year – 10 marks• 1 to 2 years – 20 marks• Above 3 years	30 Marks
(d) Methodology of carrying out the assignment	10 Marks
TOTAL SCORE	80
Minimum Technical Score to proceed to Due Diligence. Firms that will score less	64 Marks

	thank 64 marks will be disqualified from further evaluation.	
	(e) Due Diligence	20 Marks
	TOTAL SCORE	100 Marks
Price Variation	The unit price will remain firm for a period of one year. In the event of the need for price variation within the contract period it will be based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.	
Due Diligence	The parameters to be considered in the due diligence process will include the following: - <ul style="list-style-type: none"> • Reference Sites cleanliness and client feedback • Equipment and Consumables • Corporate Uniform • Office facilities of the cleaning firm 	
Technical Score	<p>Total Technical Score : <u>100 Marks</u></p> <p>Weightage: The minimum qualifying mark for technical is 80%</p> <p>Bids that score equal or above 80% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 80% shall be treated as non-responsive and will be disqualified from further evaluation</p>	
Financial Evaluation	Firms that will score 80% and above in the technical evaluation will have their financial proposals opened. The firm that will quote the overall lowest price will be considered for award.	
Contract Period	The successful firm shall be awarded a contract for a period of three years renewable annually at the sole discretion of IRA subject to satisfactory performance	
Price Variation	The unit price will remain firm for a period of one year. In the event of the need for price variation within the contract period it will be based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.	

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right’s

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

3.5 Performance Security

- 3.5.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of one year from the time of contract commencement.
3.8	Payment will be made as and when satisfactory service has been rendered
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	6 th floor Zep-Re Place, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.
Other conditions	The contractor shall maintain a suitable insurance cover to cushion against damage/loss of any equipment while being serviced at IRA and also against fire and burglary for any equipment that might be taken to the contractor’s site for further repairs.

SECTION VI - DESCRIPTION OF SERVICES - PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES

BACKGROUND INFORMATION

The Insurance Regulatory Authority (IRA) is a government agency established under the Insurance (Amendment Act, 2006) with a mandate to regulate, supervise and promote the development of the Insurance Industry in Kenya.

The Authority occupies 2nd, 6th, 7th and 10th and ground floors at Zep Re Place Upper hill, Nairobi. The total area measures approximately 23,740 Sq. Ft. The offices mostly are open plan office space. The offices partitions are of glass with glazed aluminum casement and gypsum walling in some areas.

The Authority also occupies one wing at Shelter Afrique on 3rd Floor measuring approximately 2,300 Square Feet.

The total area occupied by Authority is approximately 26,200 Sq. Ft at both Zep Re Place and Shelter Afrique.

The contract will be for a period of three years and renewable annually at the sole discretion of IRA and subject to satisfactory performance. During this period, the successful tenderer will be required to maintain all necessary requirements as per the contract.

SCOPE OF THE WORK

These services shall cover the following areas: -

- (i) Ceramic tiles areas
- (ii) Carpeted areas
- (iii) Walls areas
- (iv) Washrooms areas
- (v) Kitchens areas
- (vi) Fumigation services
- (vii) Provision of Toilet Papers, Fresheners and other sanitary requirements

DETAILED DESCRIPTION OF THE CLEANING SERVICES

1. Receptions Entrance Areas

- a) Floors should be mopped twice a day and scrubbed once a week and more often in the wet season. The entire floor should always be clean and free from dust stain and litter
- b) Walls should be wiped daily with approved detergents to remove all marks and stains.
- c) Clean skirting always
- d) Reception desks and chairs always clean & shinny
- e) Sockets and switches free from dust and cobwebs

2. Offices/Meeting Rooms/Boardroom

- a) All the offices/Meeting Rooms/Boardroom and floors must be mopped first thing in the morning and scrubbed using approved detergents and polished once a week.
- b) Cleaning, polishing and buffing should be done as frequently as is necessary. Any stains should be rubbed off with an appropriate cleaner.
- c) Vacuum cleaning of all carpeted surfaces must be done daily and shampooing be done fortnightly.

3. Kitchens

- a) All the floors should be swept, mopped and kept dry throughout the day and scrubbed once a week and where applicable wax/polish applied.

4. Washrooms

- a) All toilet floors should be wiped/mopped, kept dry and disinfected using approved disinfectants throughout the day.
- b) A daily cleaning checklist should be provided and displayed in the washrooms.
- c) Any system failures such as leakages should be reported to the contract manager for prompt action.
- d) Seats and enclosure piping and water closets should be shiny with no stains
- e) Inside toilet bowls should be free of marks and stains
- f) Water seal level should not be marked by stains
- g) Toilet Paper holder and inlet should always be clean
- h) Pipe leading to the toilet bowls should always be clean.
- i) Toilet papers supplied by the contractor(s) shall be available, high quality and suitably positioned as agree

5. Basins, Sinks and Urinals

- a) These must be cleaned with an approved disinfectant throughout the day. Such cleaning must include the flush handles.
- b) Supply moth balls, sanitary blocks, air freshener, and disinfectant. Toilet balls supplied by the contractor should be of high quality correctly placed.
- c) Ensure adequate supply of liquid soap in the soap dispensers and liquid hand

washing soap for areas without soap dispensers. Any faulty soap dispensers and/or hand dryers should be reported immediately.

- d) The urinals should be clean throughout the day. They should also be free from soap-build-up & stains. The drains should be unblocked, cleaned and free from bad odor.
- e) Basins, drains, and taps should be free from stains and dry. Underneath basin fittings free from stains, dust, fluff and streak marks.
- f) Hand washing soap to be supplied daily.

6. Provision of Toilet Papers and Fresheners

- a) The Contractor should always avail adequate toilet papers and freshener. The Contractor will be required to provide automatic Air fresheners and their dispensers and refill them.
- b) Spray and air freshener will be of a type agreed on with the contract manager
- c) Ensure that there is sufficient urinal balls
- d) Supply high quality white toilet papers.

7. Doors and Partitions

- a) All doors and doors handles must be cleaned daily and polished at least once a week.
- b) All office partitions should be dusted daily and wiped once a week
- c) All main door and cubicle toilet door handles must be cleaned using an approved disinfectant twice a day.
- d) Doors and door frames should be free from Soapy water stains & dust
- e) Door handles and locks should be free from marks, fluff and should be shiny
- f) Doors that do not close easily and noisy hinges should be brought to the attention of the contract manager.

8. Walls, Ceiling and Mirrors

- a) All stains on the walls, and ceilings should be removed with an appropriate spot cleaner. The walls should be dry, shiny and free from stains
- b) Any signs of dampness on the ceiling should be reported promptly to the contract manager.
- c) Mirrors should be wiped and kept clean daily. Top edges free from dust. Entire mirror free from stains, fluff and streak marks. Entire mirror should be shining always.

9. Kitchenettes

- a) These should be swept and mopped dry every time after use.
- b) Scrubbing and polishing of floors should be done once a week.

10. Corridors

- a) All corridors areas should be swept and mopped daily and the floor must be dry throughout the day. They should always be free from dust, stains, mud and debris (floors and walls)
- b) Dustbins free from dirt and properly positioned
- c) Electric sockets & switches free from finger marks, dust & stain.

- d) All Garbage and waste paper should be collected and disposed at agreed sites.

11. Floors

- a) Carpeted Floors;
- These floors should be cleaned daily using vacuum cleaners / dry Hoover machines and shampooed once a month and whenever need arises (i.e. will depend on usage). Care should be taken to ensure that the carpets are not damaged by machines used.
 - Carpets should be maintained free from pins, stains, debris and dust.
- b) Ceramic Tiles,
- These floors should be swept and wiped daily and scrubbed as appropriate using Rotary Machine once a week with suitable detergent and or stain removing detergent. Relevant polish/wax should be applied on the floors after scrubbing and buffing to shine.
 - Where appropriate, daily mopping using care free and buffing using rotary scrubbing machine or other machine of similar nature
 - Always ensure there are no polish debris
- c) Parquet Floors;
- These floors should be swept and wiped daily, polished with suitable detergents and polish/ wax.
 - Always ensure there are no polish debris

12. Office Equipment, Furniture and Fittings

- a) All office desks, chairs and storage units (wooden or metal) should be dusted every morning and any stains removed.
- b) All Telephone headsets should be wiped and regularly cleaned and disinfected. Computers, printers and photocopiers should be dusted daily and should be free from dust and fluff.
- c) All office furniture covered with fabric should be shampooed once a month.
- d) All furniture to be cleaned using high quality sheen provided by the contractor daily
- e) Tops to be free from dust and cobwebs
- f) All accessories and equipment should be left in correct positions.

13. Blinds

- a) The blinds cleaned once every quarter.

14. Garbage Collection

- a) All Dust Bins/ Waste Paper Baskets must be emptied twice a day in the offices and in common areas and washed as often as is required.

15. Equipment

All cleaning personnel must be fully equipped with the right tools of their trade.

16. Logistics

The Contractor shall make arrangements and be responsible at their own cost for the following:

- a) General transport requirements for all its personnel to and from the premises,
- b) Transport of Sanitary bins to and from the site

17. Sanitary Bins (ladies bins)

Supply of Complete sanitary dressing disposal service with the following features:-

- Colour: Must be white executive unit,
- Services: servicing and emptying bi-weekly or as need arises
- Specifications: Automatic (no touch) with a magnetic sensor to sense the user's hand.

18. Air fresheners

Supply and Installation of automatic Air fresheners, servicing and maintenance of the air freshener all through the period of the contract. The dispenser is set to spray at intervals of eight minutes keeping the room fresh throughout the month and refilling them whenever necessary

19. Soap Dispenser

- Supply and installation of Soap dispenser. The capacity should be one litre
- Refilling of the soap dispenser with environmental friendly and not harsh to human body soap

20. Hand Sanitizer

- Supply and installation of hand cleaning sanitizer without the need to use water.
- Refilling of the hand cleaning sanitizer.
- These will be supplied to specific washrooms as directed

21. Fumigation Services

- a) Fumigation services, for offices, corridors, washrooms, Kitchen,
- b) Office equipment and furniture, i.e. computers, telephone heads, copiers, fax machines and filing cabinets.
- c) The area to be fumigated covers all offices i.e. the entire office occupied by the Authority.
- d) The frequency of fumigation during the twelve months of the contract is Four (4) once in every three months or any other time infestation is noted.
- e) Must use environmental and user friendly chemicals certified by Pharmacy and Poisons Board
- f) All pesticides to be used have been approved by Government under the Control of Pesticides Regulations, for safety, effectiveness and humanness in use.

- g) These pesticides have also been assessed for suitability and safety in accordance with the Control of Substances Hazardous to Health Regulations.
- h) All pesticides should be used without risk to the health, safety and welfare of the service provider and the client staff.
- i) The service provider should provide adequate protective clothing to their staff during the fumigation exercise.
- j) The service provider shall be required to fumigate during off working hours (i.e. weekends, public holidays, etc) to avoid any reactions with the chemicals used if done during working hours.

GENERAL REQUIREMENT

1.0 OCCUPATIONAL SAFETY AND HEALTH REGULATIONS & PRACTICES

The contractor will be required to ensure strict adherence to current Occupational Safety and Health regulations in the workplace.

2.0 SITE VISIT.

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.

NB: SITE VISIT IS MANDATORY. Failure to attend shall lead to automatic disqualification.

2.0 COMPLIANCE WITH STATUTORY REQUIREMENTS

Suppliers should ensure compliance with the statutory requirements such as labour laws particularly for fair wages and Health and Safety Act (WIBA) to protect the workers from injuries; and enforcing security measures such as requiring that all the workers should acquire certificates of good conduct.

4.0 Vetting

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

5.0 Adequate Personnel

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

6.0 Wages

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and the IRA will be at liberty to confirm this from staff and from whatever source to ensure this is complied with. This may include requesting the contractor to provide its payroll. Bidders are required to provide evidence of compliance to the minimum wages.

The Contractor will be expected to provide clean uniform to his employees and all other necessary machinery, tools and materials and equipment for use in offering the services.

7.0 Manpower To Be Deployed To The Assignment

The Authority requires minimum of twelve (12) staff including supervisor to be deployed to the assignment. In the event that the Authority will acquire additional space; the additional deployment of staff will be requested and proportionate to the area and/or floor.

SECTION V - SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment) <i>(To be delivered and installed within the agreed time period in the contract after the date of contract signing)</i>
	All requirements as indicated in section 5.2	As stated in section 5.2	

SECTION VII - PRICE SCHEDULE FOR SERVICES

PRICE SCHEDULE OF SERVICES

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

ITEM NO.	TOTAL AREA	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
1.	Zep Re Place & Shelter Afrique 26040 sqft		
	Add VAT		
	Sub-Total		
	GRAND TOTAL		

SECTION VIII - STANDARD FORMS

Notes on the standard Forms

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

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 procuringentity invited tenders for certain materialsan 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 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_____.

ITEM NO.	TOTAL AREA	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
1.	Zep Re Place & Shelter Afrique 26040 sqft		
	Add VAT		
	Sub-Total		
	GRAND TOTAL		

We undertake, if our tender is accepted, to offer the Services in accordance with the schedule rates and delivery dates specified herein above.

Name of the Firm:

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Date:.....

Company Rubber Stamp/Seal.....

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.

Part 1 General

Business Name

Location of Business Premises

Plot No, Street/Road

Postal addressCode.....City/Town.....

Tel No.Website.....

Email Website:.....

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>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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>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="0"> <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.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

8.8 FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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.

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Date:.....

Company Rubber Stamp

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 offor 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)

1. 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 2014.

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 there under 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]

2. CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years. Indicate the details for at least **FIVE (5)** companies in the private/public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least Kshs. 80,000 per month in the format provided below.

NO.	NAME OF CLIENT	CONTRACT PERIOD	TELEPHONE	DATE OF CONTRACT	CONTRACT VALUE

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

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 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 of20.....

SIGNED

Board Secretary