



REPUBLIC OF KENYA

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT**

STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS

TENDER NO-MOT&I/SDM&SA/12/2017-2018

FOR

PROVISION OF CLEANING AND SANITARY SERVICES

CLOSING DATE: 4TH September 2017 AT 10.00AM

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REPUBLIC OF KENYA

MINISTRY OF TRANSPORT & INFRASTRUCTURE

STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS

INVITATION TO TENDER

**PROVISION OF CLEANING AND SANITARY SERVICES AT NSSF
ANNEX BUILDING 8TH FLOOR
MOT&I/SDMSA/12/2017-2018**

The State Department for Maritime and Shipping Affairs invites sealed tenders from eligible candidates for the provision of cleaning and sanitary services at NSSF ANNEX 8TH FLOOR for a period of 12 months.

Interested eligible candidates may obtain further information and inspect the tender documents at The State Department for Maritime and Shipping Affairs, Transcom House (Ngong road) 9th floor, during normal working hours.

Bids shall be accompanied by a **bid securing declaration form**. Tenderers may obtain further information by visiting our website: www.transport.go.ke under the resources menu, or www.myGov.go.ke or the State Department for Maritime and Shipping Affairs Procurement Offices located on the 9th Floor, Transcom building a long Ngong road, during normal office working hours.

Prices quoted should be net inclusive of all taxes, and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents enclosed in plain sealed envelopes, marked with the tender number shall be addressed to: -

**Principal Secretary,
State Department for Maritime and Shipping Affairs,
P.O. Box 52692-00200,
Nairobi**

Should be deposited in the tender box provided at The State Department for Maritime and Shipping Affairs Transcom House 7th floor so as to be received on or before, **4TH SEPTEMBER, 2017 at 10.00 AM**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at **The State Department for Maritime and Shipping Affairs, Transcom house 9th floor, Conference Room.**

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY**

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 be one thousand kenya shillings only (Kshs. 1,000.00.)
- 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) Form of tender
 - vi) Price schedules
 - vii) Contract form
 - viii) Confidential business questionnaire form
 - ix) Tender security form
 - x) Performance security form

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

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents 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 the 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 **not less than 2% of the contract price.**

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

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) Cash.
- b) A bank guarantee.

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 non-responsive.

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the 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:
- 2.15.2 The state department for maritime and shipping affairs, Transcom House, Ngong road PO Box 52692 00200 Nairobi.
- (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.
- 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 in paragraph 2.15.2 above not later than, 4th SEPTEMBER, 2017 at 10.00am.**
- 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 tenderer's representatives who choose to attend, as on 4th September, 2017 and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity 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 15 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 Procuring entity's Right to Vary quantities

2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

2.26.1 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.

2.27 Notification of award

2.27.1 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.

2.27.2 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.

2.27.3 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.

2.28 Signing of Contract

- 2.28.1 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.
- 2.28.2 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.
- 2.28.3 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.

2.29 Performance Security

- 2.29.1 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.
- 2.29.2 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.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 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.
- 2.30.2 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;
- 2.30.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes to the Appendix to the Instructions to Tenderers

- The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
- The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.
- In preparing the Appendix the following aspects should be taken into consideration;
 - i. The information that specifies and complements provisions of Section II to be incorporated.
 - ii. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.
- Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.
- Clauses to be included in this part must be consistent with the public procurement law and regulations.
- 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

Appendix to instructions to the tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: citizen contractors.
2.1.4	The address for clarification of Tender documents is Attention: The Head Supply Chain Management, State Department for Maritime and Shipping Affairs, PO Box 52692 – 00200, Nairobi, Kenya
2.9.1	The price shall be fixed
2.10.1	Particulars of other currencies allowed: Kenya Shillings
	Specify the target group for preference or reservations ; citizen contractor
2.11	Particulars of eligibility and qualifications documents of evidence required: <ul style="list-style-type: none"> • Attach certificate of registration/ incorporation. • Tax compliance certificate • Must submit copy of NSSF compliance certificate • Must submit copy of NHIF Compliance certificate
2.12	Particulars of tender security if applicable. Filled and signed tender securing declaration form
	Alternative Tenders to the requirements of the Tender documents will be permitted.- None
2.13.1	The Tender validity period shall be 120 days .
2.14.1	The number of copies of the Tender to be completed and returned in addition to the original shall be: original and 4 copies
2.16.1	Tender shall be submitted to The Head Supply Chain Management, State Department for Maritime and Shipping Affairs, PO Box 52692 – 00200, Nairobi, Kenya The deadline for bid submission is: Date: 4TH SEPTEMBER, 2017 Time:10.00am local time
2.18.1	The Tender opening shall take place at: The State Department for Maritime and Shipping Affairs, Transcom House, 9th floor, Conference ROOM Date: 4th SEPTEMBER., 2017 Time: 10.00am local time.
2.20.1	The Preliminary evaluation shall be mandatory:

	<p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <table border="1"> <thead> <tr> <th>S/No.</th> <th>Requirements</th> <th>Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Must submit a copy of certificate of registration / incorporation</td> <td></td> </tr> <tr> <td>2.</td> <td>Must submit a copy of valid tax compliance certificate</td> <td></td> </tr> <tr> <td>3.</td> <td>Must fill the price schedule in the format provided</td> <td></td> </tr> <tr> <td>4.</td> <td>Must fill the form of tender in the format provided</td> <td></td> </tr> <tr> <td>5.</td> <td>Must submit a dully filled up confidential business questionnaire in the format provided</td> <td></td> </tr> <tr> <td>6.</td> <td>Duly filled and signed tender securing declaration form</td> <td></td> </tr> <tr> <td>7.</td> <td>Must provide Insurance Certificate for the Employees</td> <td></td> </tr> <tr> <td>8.</td> <td>Must submit copy of NSSF compliance certificate</td> <td></td> </tr> <tr> <td>9.</td> <td>Must submit copy of NHIF Compliance certificate</td> <td></td> </tr> <tr> <td>10.</td> <td>Site visit certificate filled and signed by SDMSA representative for the lots quoted.</td> <td></td> </tr> <tr> <td>11.</td> <td>A registration certificate from the relevant government body.</td> <td></td> </tr> </tbody> </table>		S/No.	Requirements	Responsive or Not Responsive	1.	Must submit a copy of certificate of registration / incorporation		2.	Must submit a copy of valid tax compliance certificate		3.	Must fill the price schedule in the format provided		4.	Must fill the form of tender in the format provided		5.	Must submit a dully filled up confidential business questionnaire in the format provided		6.	Duly filled and signed tender securing declaration form		7.	Must provide Insurance Certificate for the Employees		8.	Must submit copy of NSSF compliance certificate		9.	Must submit copy of NHIF Compliance certificate		10.	Site visit certificate filled and signed by SDMSA representative for the lots quoted.		11.	A registration certificate from the relevant government body.	
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	8.	Proof payment of minimum wage to employees; Attach evidence e.g. payroll and/or pays lips for wage rates paid.
	9.	Follow up check schedule (date time & person responsible)
	10.	Work program / operation plan / schedule of cleaning / work plan
	11.	Attach audited accounts for the last three years.
	<p>Financial Score (FS)</p> <p>The formulae for determining the Financial Score (FS) shall be as follows; -</p> <p>$FS = 100 \times FM/F$ where FS is the financial score; Fm is the lowest bidders and F is the price of the bidder under consideration.</p> <p>Combined technical and financial scores (S)</p> <p>Bidders will be ranked according to their combined technical (TS) and Financial (FS) scores using the weight (T= the weight given to the Technical Proposal: P= the weight given to the Financial Proposal: T + p = 1) indicated below. The combined technical and financial score, S, shall be calculated as follows: -</p> <p>$S = TS \times T \% + FS \times P \%$</p> <p>Weighting T = 0.8 P = 0.2</p> <p>The bidder with the highest combined technical and financial score shall be considered for award.</p>	
2.24.1	Particulars of post – qualification if applicable: Post- qualification will “ <i>be undertaken</i> ”	
2.29.1	Particulars of performance security if applicable: The amount shall be: N/A	

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

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by Provisions of other part of contract.

3.3 Standards

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

3.4 Patent Right’s

- 3.4.1 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 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.

- 3.5.2 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) Cash.
 - b) A bank guarantee.
- 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 the 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.

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

3.11.1 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.

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

3.17 Notices

3.17.1 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

3.17.1 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	Specify performance security if applicable: N/A
3.8	Payments will be made on quarterly basis after the services have been rendered.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary State Department for Maritime and Shipping Affairs, Transcom house ngong road 9th floor PO Box 52692 – 00200, Nairobi, Kenya.

Other conditions;

- The prices quoted should be valid for 12 months.
- Contractor should provide **details / work plan** of how he/she intends to execute the contract and should as a minimum contain the following:
 1. A work scheme specifying the daily and other periodic frequency with which the contractor intends to execute the main task for each area or surface relating to the service to be contracted.
 2. An organization chart indicating man power strength
 3. An illustration of how the equipment will be deployed in relation to specific areas /surface of the service to be contracted. Indicate the work plan; Which should include
 - a) Number of staff to be deployed in each specific areas of service as provided in the Scope of Work Schedules. This shall include their intended wage rate, which shall be in accordance to the labour law. Attach evidence e.g. payroll and/or pays lips for wage rates paid for at least 10 workers.
 - b) Training Schedule
 - c) A Supervisor daily checklist
 - d) Equipment and Machines to be used to achieve intended purpose in all areas.
 - e) Emergency or contingency measures in terms of staffing for any eventuality.
 - f) Type of chemicals and detergents to be used.
 4. Cleaning schedules

SECTION IV: DESCRIPTION OF SERVICES

PROVISION OF CLEANING AND SANITARY SERVICES TO SOCIAL SECURITY HOUSE ANNEX 8TH FLOOR, FOR A PERIOD OF 12 MONTHS

- The contract duration will be 12 months.
- Human and environmentally friendly cleaning products to be used.

Human Resource/Personnel.

1. Managing Director/ Proprietor

- Must have a minimum of five (5No) years' experience in providing cleaning services to public / private institutions of similar complexity.
- Professional training in cleaning services will be an added advantage (attach certificate).

2. Manager (Team Leader)

- Should be a holder of at least form four certificates.
- Must have a certificate in Housekeeping / institutional management.
- At least 3 years' experience in cleaning services and proof by providing copies of credentials.
- Must have attended a course in customer care / human relations. Provide certificate of attendance.

3. Employees

- Must have a minimum of form four certificate
- Must have experience of at least 2 years
- Related course will be an added advantage.
- Must have a certificate of good conduct from the **National Police Service**.
- Must have **Public health officer** certificate from the relevant Ministry.
- Employees must be retained for at least 6 months for good delivery of service from experience unless otherwise (Criminal record etc)

4. Uniform/ Dressing.

- The attire must be presentable and decent.
- The workers **MUST** be given protective attire (i.e. Gloves, boots, helmets, goggles, safety belts, noose masks etc.)
- Must wear staff identification at all times.

SECTION V: TECHNICAL SPECIFICATIONS

Technical Specifications

LOT: SOCIAL SECURITY ANNEX HOUSE

PARTICULARS

ITEM NO.	ITEM DESCRIPTION
1.	Cleaning of Toilets Male and Female on Daily Basis
2.	Cleaning of Common areas on Daily Basis
	a) 8 th Floor Social Security Annex House
	b) Corridors/ offices
	i) Ceramic Floor (App. 12,000 Sq. Ft.)
	d) Fire Exits
	e) Lift Lobbies/Lifts (1000sq ft.)
3.	Toilets on daily basis three times a day, which include equipping and Provision of sanitary services in all ladies washrooms [two times a month]
4.	Kitchens on Daily Basis (1078 Sq. Ft.)
5	Comprehensive Office cleaning of all offices in the SS house 8 th floor
6	Provision of Bins for Garbage collection and disposal on 8 th floor Social Security Annex House.

SECTION V – SCHEDULE OF REQUIREMENTS

LOT: SOCIAL SECURITY ANNEX HOUSE

SET SCHEDULE

FLOOR	GENTS	LADIES
8 TH FLOOR STAFF OFFICES	Two	Three
WASH ROOMS PLUS CORRIDOWS	One	One

THE CLEANING TO INCLUDE BUT NOT LIMITED TO:

A) Within the office Building.

For the purpose of maintaining the highest standards of cleanliness and hygiene, the works should include the following tasks: -

- ❖ Remove all rubbish, dirt, stain, spills, blemish or foreign objects on or around the surface.
- ❖ Ensure that all areas are free from foul or unpleasant odour.
- ❖ Ensure that all polished or smooth surface retain their original gloss.
- ❖ Collect and dispose all rubbish, dirt, waste materials or refuse from the office to the place designated for this purpose daily.
- ❖ Daily dusting of all surfaces including disinfecting of telephone heads and damp wiping.

Washrooms

Toilets- floor, urinals, & hand washing basins [cleaning twice daily]

- Sweeping machine scrubbing daily
- Stripping and washing daily
- Disinfecting hand-touch facilities
- Unblocking drain pipes
- Supply urinal naphthalene colored balls
- Emptying sanitary bins

Floors

- Daily cleaning of floors & machine scrubbing using necessary detergent and materials
- Polishing & stripping on weekly basis
- Ensuring that floors are always dry

Sinks, toilet bowls, & seat bidets:

- Scrubbing with brush twice daily using necessary detergent and materials
- Disinfecting twice daily including all hand touch facilities
- Flush all soap dispensing units once weekly
- Cisterns to be cleaned once a month with due care
- Door handles, push plates (main doors/cubicles) are cleaned daily and disinfected twice weekly
- Any System failure causing leakage/spillage of water in any of the areas to be reported to caretaker immediately

Toiletries

Daily supply of hand washing soap & urinal naphthalene colored balls in the urinals

- Provision of one Jumbo toilet (white) paper daily in all washrooms.

offices

Floors

- Daily sweeping and Mopping twice daily or more often in wet season
- Machine scrubbing and polishing weekly
- Ensuring that floors are always dry
- Provision of Bins.

Furniture and Equipment

- Cleaning Sofa Sets and Chairs on monthly basis
- Dusting and damp wiping daily
- Polishing of tables and desks
- Dusting and damp wiping telephone and head set daily
- Disinfecting telephone hand set daily

Walls and Ceiling

- Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers

Windows, Window Latches.

- -Windows are dusted once daily and cleaned weekly
- To check the working conditions of drainage pipes, water taps and report to the concerned authority any faulty for rectification.

Clean mirrors, dispensers and all toilet fittings

- The Ministry shall provide a daily check list for the cleaning services.
- The Ministry shall do daily inspection on all the areas to be cleaned and a report given.

LIST OF CHEMICALS AND MATERIALS USED IN PROVISION OF SERVICES

1. Multipurpose detergents: - For general cleaning of all surfaces
2. Disinfectants solution: - For the disinfecting of all surfaces and washroom
3. Methylated spirit/ Dettol: -For cleaning of telephone heads in offices
4. Window gloss: - For the daily cleaning of offices windows, partitions and doors

EQUIPMENTS

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

	EQUIPMENT	USE	QUANTITY
1.	Wet and Dry suction machines	For the suction of liquids on dry surfaces and extraction of wet shampoo on carpets when cleaning	
4.	Mopping Buckets	For use in cleaning of offices, corridors and toilets	
7.	Soft broom	For v 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.	

Note: Cleaners are not allowed to use open hands while mopping floors and wash rooms due to hygienic conditions

SECTION VI - STANDARD FORMS

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 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 _____ 2017
[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

The prices quoted must be inclusive of all Government taxes and the charges should be as indicated here below: -

LOT: SOCIAL SECURITY ANNEX HOUSE 8TH FLOOR

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
1.	Cleaning of Toilets Male and Female on Daily Basis (1500 sqfts)		
2.	Cleaning of Common areas on 8 TH floor Daily Basis		
	i) Ceramic floors (App. 13,500 Sq. Ft.)		
3.	Kitchens on Daily Basis (1000 Sq. Ft.)		
4.	Comprehensive Office cleaning/dusting of all offices in social security annex 8 th floor. Including office equipment, chairs and sofa sets.		
5	Provision of sanitary services twice a month [three Bins]		
	Totals		

Based on the attached please quote a block figure for

MONTHLY KSHS. _____

QUARTERLY KSHS _____

ANNUAL KSHS _____

Signature of Bidder _____

Note (i) in case of discrepancy between monthly and annual price, the monthly price shall prevail

(ii) Bidders may arrange during normal working hours (24th August 2017 as well as 31st August 2017) to view and access the scope of work at (Social Security annex House 8th floor) before quoting.

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I- General:
 Business Name
 Location of business premises.....
 Plot No. Street/Road.....
 Postal Address..... Tel. No.....
 Nature of business.....
 Current Trade License No.....Expiring date.....
 Maximum value of business which you can handle at any one time: K£.....
 Name of your bankers.....Branch

<input type="checkbox"/>	<p><i>Part 2 (a) – Sole Proprietor</i> Your name in full..... Age..... Nationality.....Country of origin..... *Citizenship details.....</p>																								
<input type="checkbox"/>	<p><i>Part 2 (b) Partnership</i> Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 25%;">Name</th> <th style="text-align: center; width: 25%;">Nationality</th> <th style="text-align: center; width: 25%;">Citizenship Details</th> <th style="text-align: center; width: 25%;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares								
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4.																						
5.																						
DateSignature of Candidate.....																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY FORM

Whereas [name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”)

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

TENDER-SECURING DECLARATION

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

Date..... *[insert date (as day, month and year) of Bid Submission]*

Tender No..... *[insert number of bidding process]*

To..... *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed..... *[insert signature of person whose name and capacity are shown]*

In the capacity of..... *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

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

SITE VISIT CLEARANCE CERTIFICATE

This is to certify that M/s..... have visited,
inspected and verified the scope of works at (site name).

The State Department for Maritime and Shipping Affairs Representative

Name.....

Sign:

Date.....

Tenderers Representative

Name.....

Signature;

Date.....

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.....of20...

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