



Serial No. \_\_\_\_\_

REPUBLIC OF KENYA

**MINISTRY OF HEALTH**

**P.O. BOX 30016-00100, NAIROBI**

**TENDER No. MOH/ONT/003/2016-2017**

**PROVISION OF CLEANING SERVICES,  
SANITATION AND GARBAGE DISPOSAL**

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## **SECTION I – INVITATION TO TENDER**

**Tender No.:** MOH/ONT/003/2016-2017

**Tender name:** PROVISION OF CLEANING SERVICES, SANITATION  
AND GARBAGE DISPOSAL

- 1.1 The Ministry of Foreign Affairs and International Trade invites sealed tenders from eligible candidates for **Cleaning Services at Ministry of Health**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Section, Fifth Floor room 514 during normal working hours.
- 1.3 Prices quoted should be net inclusive of all taxes and service costs, must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.
- 1.4 Tender documents will be obtained online through the Ministry's Website [www.health.go.ke](http://www.health.go.ke) and on the IFMIS Portal.
- 1.5 Completed tender documents are to be deposited at the Tender Box on 1<sup>st</sup> Floor or be mailed and be addressed to:

**The Principal Secretary,  
Ministry of Health,  
P.O. Box 30016-00100,  
NAIROBI**

So as to be received on or before **11<sup>th</sup> May, 2017** at **10.00 AM**.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at GTZ Boardroom, Ground Floor, on **11<sup>TH</sup> MAY, 2017 AT 10.00 A.M.**

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

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

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

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- 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 in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

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

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

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



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

## **2.12 Tender Security**

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the

Tender Form; or

- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30
  - or**
  - (ii) to furnish performance security in accordance with paragraph 31.

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

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as 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 two (2) 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.

2.15.2 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 (11<sup>TH</sup> MAY, 2017 AT 10.00 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 **(11<sup>TH</sup> MAY, 2017 AT 10.00 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, at GTZ Boardroom, Ground Floor, on **11<sup>TH</sup> MAY, 2017 AT 10.00 A.M.**

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 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however,

permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

## **b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.25 Notification of award**

- 2.25.1 Prior to the expiry 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 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within fourteen (14) 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 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 REFERENCE	INSTRUCTIONS TO TENDERERS
2.1.1	AGPO
2.10.	Prices Shall be quoted in <b>Kenya shillings</b> .
2.11	The tenderer shall furnish the Procuring entity with documentary evidence of Financial and technical capability necessary to perform the contract.
2.29.2	No fee shall be charged for the tender document.
2.12	<b>No bid bond is required</b>
2.14.1	The tender documents should: i) Be properly addressed to: The Principal Secretary, Ministry of Health, P.O. Box 30016-00100, Nairobi. ii) Bear the Tender Number and Name of Tender and <b>MUST</b> be labeled the words, 'DO NOT OPEN BEFORE <b>11<sup>th</sup> May, 2017 at 10.00 AM.</b>
2.27	Performance Security will be 10% of total contract Price
2.11.2	Specify the evidence and information required: <ul style="list-style-type: none"> <li>• <b>Copy of Certificate of Incorporation or Registration</b></li> <li>• <b>Copy of valid Tax Compliance</b></li> <li>• <b>Copies of PIN &amp; VAT certificates</b></li> <li>• <b>Copies of good conduct certificates for the cleaners</b></li> </ul>
2.13.1	The tender validity period shall be <b>for TWO years</b>
2.14.1	The number of copies of the Tender to be completed and returned shall be: <b>Two (2) (One Original and One Copy)</b>
2.15.2	The tender shall be submitted and deposited in the tender box on Ground Floor at the reception and be addressed to: The Principal Secretary Ministry of Health, P.O Box 30016-00100 NAIROBI so as to be received on or before: <b>Date: 11<sup>th</sup> May, 2017</b> <b>Time:10:00 AM.</b>
2.18.1	The tender opening shall take place at immediately after closing of the tender at:  <b>Ministry of Health building,</b>

	<p style="text-align: center;"><b>Cathedral Road 2<sup>nd</sup> Floor Conference Room P.O Box 30016-00100 NAIROBI</b></p> <p><b>Date: 11<sup>th</sup> May, 2017</b> <b>Time:10:00 AM.</b></p>
2.24	<p><b>Evaluation Criteria</b></p> <p><b>Mandatory Requirements for Preliminary evaluation criteria</b></p> <ul style="list-style-type: none"> <li>a) Copy of Incorporation/Registration</li> <li>b) Valid Single Business Permit from the County Government</li> <li>c) Valid Tax Compliance Certificate</li> <li>d) PIN Certificate</li> <li>e) Valid AGPO Certificate from the National Treasury where applicable</li> <li>f) Letter from reputable bank confirming the period the bidder has operated an account with them. The letter should be from a bank recognized and approved by the Central Bank of Kenya.</li> <li>g) <b>Provide a duly filled, signed and stamped Tender Securing Declaration Form</b> for firms with AGPO. This SHALL be in the format provided in the tender in section VIII</li> <li>h) Physical location of company's official premises (attach copy of lease agreement or otherwise for office location)</li> <li>i) Duly filled, signed and stamped confidential business questionnaire (Section VIII of tender document)</li> <li>j) Duly filled and signed bidder's debarment declaration form (Section VII of the tender document)</li> <li>k) Duly filled, signed and stamped bidder's declaration that they will not engage in corrupt or fraudulent practice (Section VII of the tender document)</li> <li>l) Dully Filled, signed and stamped price schedule</li> <li>m) Dully filled, signed and stamped Form of Tender</li> <li>n) Past litigation and arbitration incidences encountered by the firms in the last three years, if any, must be enumerated.</li> </ul> <p><b>(Failure to meet the above Preliminary requirements will lead to automatic disqualification and bidders will not proceed to the next stage of evaluation)</b></p> <p><b>Technical Evaluation Criteria</b></p> <ul style="list-style-type: none"> <li><b>a) Specific Experience in cleaning services</b> Provide five (5) Reference letters <b>(10 marks – 2marks each)</b> Two (2) copies of LPOs <b>(2 marks – 1 mark for each)</b></li> <li><b>b) Provide five (5) CVs and copies of education certificates for Key personnel. (10 marks – 2 marks each)</b></li> <li><b>c) Financial</b> Tenderer to provide certified Audited Accounts for the last three years (2016, 2015 and 2014) <b>(3 marks – 1 mark for each)</b></li> <li><b>d) Insurance:</b> Must attach copies of current insurances</li> </ul>

	<p>covers held for the staff. <b>(10 marks)</b></p> <p><b>e)</b> The tenderer should provide evidence of having at least Sixteen (16) cleaners and one (1) supervisor to the ministry for the task at hand. Ensure that these employees have the certificate of good conduct whose copies should be attached to the bid document. <b>(20 marks)</b></p> <p><b>f)</b> The contractor should provide details of how He/She intends to execute the contract and should as a minimum contain;</p> <p style="padding-left: 40px;"><b>a.</b> A work scheme specifying the daily or 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. <b>(10 arks)</b></p> <p><b>g)</b> Must give details of working and serviceable equipment the firm owns. Provide evidence of ownership. <b>(10 marks)</b></p> <p><b>h)</b> Assurance that the employees will have uniforms and identification badges. <b>(10 marks)</b></p>
2.30.1	Performance security: <b>Applicable</b>

## 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 superseded by provisions of other part of contract.

### **3.3 Standards**

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

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

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity

the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

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

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

### **3.7 Inspections and Tests**

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

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

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

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the

termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General Conditions of Contract reference	Special conditions of contract
3.6	10% of the total Contract Price
3.8	Upon successful completion of the specified service per month.
3.9	No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
3.14	As specified in the tender document.
3.17	Laws of Kenya
3.18	As per General Conditions of Contract.
Other's as necessary	As indicated below:1- 115

- a) Must have a minimum of three years experience and provide current list of clients as at 30<sup>th</sup> December 2016.
- b) **Must** fill, sign and stamp the Confidential Business Questionnaire form (S33) or will be automatically disqualified.
- c) Tenders shall be required to provide copies of the following pursuant to clause 2.11 on Instruction to Tenderers:
- VAT Certificate
  - Certificate of Business Registration/Incorporation
  - Tax Compliance Certificate
  - The Access to Government Procurement Opportunities (AGPO) Certificate** where applicable
- d) Prices quoted must be in Kenya Shillings and inclusive of all applicable taxes
- e) Prices quoted **MUST** be valid to **30<sup>th</sup> June, 2019** and comparative to market rates.
- f) Evaluation criteria will be based on general conditions, special condition of Contract
- g) **Insurance:** Contractors shall provide adequate insurance cover for all their staff while working at the ministry and any liability for injury caused to any person in the building due to the contractor or its staff negligence. The Ministry shall not take responsibility for any injury to the contractor's staff, Ministry's staff or clients during the performance of the contract
- h) Past litigation and arbitration incidences encountered by the firms in the last three years, if any, must be enumerated.
- i) The contractor should deploy at least Sixteen (16) cleaners and one (1) supervisor to the ministry.

- j)** Ensure that these employees have the certificate of good conduct whose copies should be attached to the bid document.
- k)** Must attach copies of current insurances covers held.
- l)** The contractor should provide details of how He/She intends to execute the contract and should as a minimum contain;
  - a. A work scheme specifying the daily or 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.
- m)** Must give details of working and serviceable equipment the firm owns.
- n)** Assurance that the employees will have uniforms and identification badges and also ensure their personal hygiene.
- o)** Price schedule, Schedule of requirements and Form of Tender must be dully Filled Signed and Stamped.
- p)** The bidders will be required to respond online through the IFMIS portal and a hard copy of the bid submitted to the Ministry.

## SECTION V – SCHEDULE OF REQUIREMENTS

The following services entail cleaning of the Ministry of Health building, as per details given below:

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
	<b>AFYA HOUSE</b>			
1	Afya House Building	12,400 SM( nine floors ,Lower ground floor, upper ground floor ,1 <sup>st</sup> to 7 <sup>th</sup> floor ,including penth house)	<ul style="list-style-type: none"> <li>• Cleaning and mopping and scrubbing of office Pvc tiled floors, ceramic tiled floor , windows, stair case ,corridors ,kitchenettes ,</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins, water closets and wall tiles.</li> <li>• Scrubbing balconies, paved areas.</li> <li>• Sweeping and scrubbing service ducts.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
2	All Pre fab Buildings at AFYA House	1200SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping and scrubbing of office Pvc tiled floors, ceramic tiled floor , windows, stair case ,corridors ,kitchenettes ,</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins, water closets and wall tiles.</li> <li>• Scrubbing balconies, paved areas.</li> </ul>	
	<b>AFYA ANNEX AND NASCOP AREA</b>			
1	Afya Annex	4160 SM (four floors including basement)	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenettes, cafeteria dining.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins ,water closets and wall tiles.</li> <li>• Sweeping grounds, lawn grass,</li> </ul>	

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
			prune shrubs, tend flowers and collect all garbage within the compound	
2	Nascop Building	800 SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping office ceramic tiled and pvc sheeting floors ,windows, stair case ,corridors ,kitchenettes ,cafeteria dining.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> </ul>	
3	NP HLS Building	4320 sm	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenette.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals and glass partitions.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Cleaning and disinfecting the laboratory work tops ,chairs, desks and cabinets.</li> </ul>	Offices have ceramic floor finishes and laboratory terrazzo floor finishes
4	National Public Health Reference laboratory. (New laboratory block)	4600 SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenette.</li> <li>• Wiping office desks, balustrades, doors, windows and window sills and glass partitions.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Cleaning and disinfecting the laboratory worktops, chairs, desks and cabinets.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	Offices have ceramic floor finishes and laboratory terrazzo floor finishes
5	TB LABORATORY	960SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenette.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals and glass partitions.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water</li> </ul>	

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
			<ul style="list-style-type: none"> <li>closets and wall tiles</li> <li>• Cleaning and disinfecting the laboratory work tops, chairs, desks and cabinets.</li> </ul>	
6	National Blood Transfusion services	980 MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenettes.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Sweeping and tending flowers at adjacent parking lot.</li> </ul>	
6	Regional Blood Transfusion services	800 SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenettes.</li> <li>• Wiping office desks, balustrades, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Sweeping and tending flowers at adjacent parking lot.</li> </ul>	
7	NHRL	250SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, corridors, kitchenette.</li> <li>• Wiping office desks, doors, windows and window seals and glass partitions.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Cleaning and disinfecting the laboratory worktops, chairs, desks and cabinets.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
7	ZOONOTIC DISEASE UNIT (Pre fab building)	120MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office PVC sheeting floors, windows, stair case ,corridors ,kitchenette</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor</li> </ul>	

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
			tiles ,wash hand basins ,water closets and wall tiles	
8	DDSR-Pre fabricated building	100MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenettes.</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins, water closets and wall tiles (adjacent to ZDU.)</li> </ul>	
9	PROCUREMENT/FINACE OFFICE-Pre fabricated building	100MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors, kitchenettes ,cafeteria dining.</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Wipping glass and aluminum partitions.</li> </ul>	
10	MALARIA CONTROL PROGRAM BUILDING	220MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office PVC sheeting floors, windows, stair case ,corridors ,kitchenettes</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> </ul>	
11	FELTP –Pre fabricated bulding	120MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case ,corridors, kitchenettes ,</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
12	NEGLECTED DISEASE-Pre fabricated	50MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case, corridors.</li> </ul>	

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
	building		<ul style="list-style-type: none"> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
13	HEAD DCDPC ADM BLOCK	105SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case ,corridors ,kitchenettes ,</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins ,water closets and wall tiles.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
14	EAPHLN BLOCK	70MS	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic tiled floors, windows, stair case ,corridors ,kitchenette</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles, wash hand basins ,water closets and wall tiles.</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
15	Department Of Family Health	3000SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic/PVC tiled floors and cement screed floor, windows, stair case ,corridors, kitchenette</li> <li>• Shampoo once a month, dry and Hoover carpet on daily basis.</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> <li>• Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound</li> </ul>	
16	HEALTH	1,200SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office</li> </ul>	

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>	<b>Description of cleaning service</b>	<b>Remarks</b>
	PROMOTION		ceramic/PVC tiled floors and cement screed floor, windows, stair case ,corridor, kitchenettes <ul style="list-style-type: none"> <li>• Shampoo once a month, dry and hoover carpet on daily basis.</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> </ul> Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound	
17	NATIONAL VACCINE DEPOT	2650SM	<ul style="list-style-type: none"> <li>• Cleaning and mopping of office ceramic/PVC tiled floors and cement screed floor, windows, stair case ,corridors, kitchenettes</li> <li>• Shampoo once a month, dry and hoover carpet on daily basis.</li> <li>• Wiping office desks, doors, windows and window seals.</li> <li>• Scrubbing of washroom floor tiles ,wash hand basins ,water closets and wall tiles</li> </ul> Sweeping grounds, lawn grass, prune shrubs, tend flowers and collect all garbage within the compound	

### **CURTAIN CLEANING SERVICES**

	<b>OFFICE BLOCK/LABORATORY</b>	<b>Frequency of Cleaning curtains/blinds</b>	<b>Remarks</b>
	<b>AFYA HOUSE</b>		
1	Afya House Building	When dusty, stained or dirty and at least once a month or when called upon.	
2	All Pre fab Buildings at AFYA House	When dusty, stained or dirty and at least once a month or when called upon.	
	<b>AFYA ANNEX AND NASCOP AREA</b>		
1	Afya Annex	When dusty, stained or dirty and at least once a month or when called upon.	
2	Nascop Building	When dusty, stained or dirty and at least once a month or	



	<b>OFFICE BLOCK/LABORATORY</b>	<b>Frequency of Cleaning curtains/blinds</b>	<b>Remarks</b>
		when called upon.	
3	NPHLS Building	When dusty, stained or dirty and at least once a month or when called upon.	
4	National Public Health Reference laboratory. (New laboratory block)	When dusty, stained or dirty and at least once a month or when called upon.	
	TB LABORATORY	When dusty, stained or dirty and at least once a month or when called upon.	
1	National Blood Transfusion services	When dusty, stained or dirty and at least once a month or when called upon.	
2	Regional Blood Transfusion services	When dusty, stained or dirty and at least once a month or when called upon.	
3	NHRL	When dusty, stained or dirty and at least once a month or when called upon.	
4	ZOONOTIC DISEASE UNIT (Pre-fab building)	When dusty, stained or dirty and at least once a month or when called upon.	
5	DDSR-Pre fabricated building	When dusty, stained or dirty and at least once a month or when called upon.	
6	MALARIA CONTROL PROGRAM BUILDING	When dusty, stained or dirty and at least once a month or when called upon.	
7	FELTP –Pre fabricated building	When dusty, stained or dirty and at least once a month or when called upon.	
8	HEAD DCDPC ADM BLOCK	When dusty, stained or dirty and at least once a month or when called upon.	
9	EAPHLN BLOCK	When dusty, stained or dirty and at least once a month or when called upon.	
10	Department Of Family Health	When dusty, stained or dirty and at least once a month or when called upon.	
11	HEALTH PROMOTION	When dusty, stained or dirty and at least once a month or when called upon.	
12	NATIONAL VACCINE DEPOT	When dusty, stained or dirty and at least once a month or when called upon.	

### SANITARY SERVICES

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>No of Sanitary bins</b>	<b>Frequency of collection and change</b>	<b>Remarks</b>
	<b>AFYA HOUSE</b>			
1.	Afy House Building	27	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
2.	All Pre fab Buildings at AFYA House	5	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
	<b>AFYA ANNEX AND NASCOP AREA</b>			
3.	Afy Annex	8	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
4.	Nascop Building	2	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
5.	NPHLS Building	8	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
6.	National Public Health Reference laboratory. (New laboratory block)	6	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
7.	TB LABORATORY	4	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
8.	National Blood Transfusion services	8	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
9.	Regional Blood Transfusion services	4	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
10.	NHRL	2	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
11.	ZOONOTIC DISEASE UNIT (Pre fab building)	1	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
12.	DDSR-Pre fabricated building	1	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
13.	MALARIA CONTROL PROGRAM BUILDING	2	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
14.	FELTP –Pre fabricated bulding	2	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
15.	HEAD DCDPC ADM BLOCK	1	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
16.	EAPHLN BLOCK	1	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
17.	Department Of Family Health	5	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
18.	HEALTH PROMOTION	4	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	
19.	NATIONAL VACCINE DEPOT	2	Twice a month (1 <sup>st</sup> week and 3 <sup>rd</sup> week of every month)	

## LIST OF OFFICES & TYPE OF SURFACES

**NOTE:** This is the current floor surfaces in the Ministry and some are bound to change in the course of the year

	<b>OFFICE BLOCK/ LABORATORY</b>	<b>AREA(SM)</b>
	<b>AFYA HOUSE</b>	
1	Afya House Building	12,400 SM( nine floors ,Lower ground floor, upper ground floor ,1 <sup>st</sup> to 7 <sup>th</sup> floor ,including penth house)
2	All Pre fab Buildings at AFYA House	1200SM
	<b>AFYA ANNEX AND NASCOP AREA</b>	
1	Afya Annex	4160 SM (four floors including basement)
2	Nascop Building	800 SM
3	NPHLS Building	4320 sm
4	National Public Health Reference laboratory. (New laboratory block)	4600 SM
5	TB LABORATORY	960SM
6	National Blood Transfusion services	980 MS
6	Regional Blood Transfusion services	800 SM
7	NHRL	250SM
7	ZOONOTIC DISEASE UNIT (Pre fab building)	120MS
8	DDSR-Pre fabricated building	100MS
9	PROCUREMENT/FINACE OFFICE-Pre fabricated building	100MS
10	MALARIA CONTROL PROGRAM BUILDING	220MS
11	FELTP -Pre fabricated bulding	120MS
12	NEGLECTED DISEASE-Pre fabricated building	50MS
13	HEAD DCDPC ADM BLOCK	105SM
14	EAPHLN BLOCK	70MS
15	Department Of Family Health	3000SM
16	HEALTH PROMOTION	1,200SM
17	NATIONAL VACCINE DEPOT	2650SM

**NB:-Bidders are required to view the building/specific areas to confirm the above before quoting as the measurements given are mere guidelines**

## **SECTION VI DESCRIPTION OF SERVICES**

### **1. CLEANING OF THE BUILDING:-**

The contractor will be required to maintain the highest standards of the cleanliness and decorum as is applicable to the Ministry of Health, to the satisfaction of the Principal Secretary or his representative and for this purpose his obligations will include the following:-

- ❖ To have cleaners' deployed to the ministry observe high standards of hygiene.
- ❖ To have cleaners who are of high integrity.
- ❖ To remove all rubbish, dirt, stains, spill or foreign object on or around the surface and to ensure that they are free of any blemish.
- ❖ To ensure that all areas are free from any foul or unpleasant odors.
- ❖ To ensure that all polished or smooth surfaces retain their original gloss.
- ❖ To provide toilet accessories including hand-washing soap, air sanitizers, disinfectants, tissues and urinal naphthalene colored balls.
- ❖ To collect and dispose of all rubbish, dirt, waste materials or refuse to places designated for this purposes.
- ❖ To clean and empty dustbins.
- ❖ To check the working conditions of drains and report to the designated officer any fault for rectification by the contractor.

#### **A. Carpets**

The contractor shall be expected to vacuum clean every day. Shampoo cleaning should be done with care so as to prolong the life span of the carpets.

#### **B. Terrazzo Floors**

Terrazzo floors shall be kept clean at all times by washing, scrubbing and polishing to retain the original glitter. Stripping, using abrasive pads to remove any accumulation and daily use of maintainer is required. Suitable detergents e.g. Emulsion polishers and brills will be applied. Stains on terrazzo will not be accepted.

#### **C. Screed Floors**

To be machine scrubbed and mopped daily

#### **D. Ceramic and PVC Tiled floor/Walls**

All tiled floor/wall areas shall be kept clean at all times, and should remain polished all the time.

#### **E. Wooden Parquet**

The floor should be polished weekly and buffed daily.

#### **F. Glass Partitions/Windows**

All glass partitions and windows shall be kept clean with an appropriate detergent at all times.

## **G. Washrooms**

All toilets shall be kept clean and shall be maintained at all times. The walls, tiling and fixtures to be maintained to their original glitter. They shall be air freshened and manned at all times. The contractor shall provide, hand-washing soap, air sanitizers, disinfectants, tissues, urinal naphthalene colored balls and sanitary bins in female toilets.

## **H. Furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, Water Dispensers etc**

Use appropriate sheen/detergent and disinfectant to clean exterior surfaces for Furniture fixtures, Photocopiers, Telephone heads, Faxes, Tv's. Fridges, Microwaves and Water Dispensers also clean detachable parts at least twice a month. Due care must be taken not to damage the equipment by cleaning appropriately.

## **2. DETERGENTS:**

The contract should ensure to use detergents that have been proven to be user friendly as well as environmental friendly sourced from reputable organizations such as Henkel, Johnson's Wax East Africa Ltd., Safi Products, Diversy Lever, GNLD among others. The contract should use non-slip polishes on PVC/Ceramic tiled floors and wood parquets.

## **3. WORKERS:**

The contractor shall employ workers who are well trained and have quality experience in cleaning and general maintenance of inside and outside of buildings. The workers shall not engage in any other duties other than those spelt out in the scope of works.

## **4. IDENTIFICATION:**

The contractor's workers shall at all times wear their uniforms and staff identification cards bearing their names while within the precincts of the Ministry of Foreign Affairs and International Trade.

## **5. TIME SCHEDULES:**

All contractor's workers shall be reporting at Ministry of Foreign Affairs and International Trade at the agreed times and as from time to time as directed by the Office Superintendent.

## **6. MACHINES:**

All vacuum cleaners machines should be of low noise motors.

## **7. TENDER FORMS:**

Form of tender, Price Schedule and Confidential Business Questionnaire, must be duly filled, signed and stamped

**SECTION VII- STANDARD FORMS**

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**PRICE SCHEDULE OF SERVICES**

**MOH HEADQUARTERS - Afya House Building and All Pre fab Buildings at AFYA House**

<b>ITEM NO.</b>	<b>SPECIFICATIONS</b>	<b>FREQUENCY</b>	<b>UNIT COST PER MONTH</b>
1.	Cleaning of lift and lobbies all floors	DAILY	
2.	Cleaning of stair cases and fire escapes terrazzo floors on all floors and Guard house	DAILY	
3.	Cleaning of all tea rooms, floors and walls all floors, Guard house	DAILY	
4.	Cleaning of Terrazzo floors in the front and back receptions, Guard house	DAILY	
5.	Cleaning of windows on all floors for the Guard house and all the offices of departments of the Ministry	TWICE A WEEK	
6.	Removal of rubbish from all offices, Guard house to Garbage bin outside	DAILY	
7.	Cleaning of car park and car drive	TWICE A WEEK	
8.	Cleaning & unblocking of Ministry's drainage	WHEN IT OCCURS	
9.	Cleaning of all office desks with sheen all floors, Guard house	DAILY	
10.	Clearing of dust in high areas on all floors, Guard house	THRICE A WEEK	
11.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly on all floors, Guard house	WEEKLY	
12.	Provision and removal of sanitary bins in all Ladies toilets all floors, Guard house	WEEKLY	
13.	Continuous cleaning and disinfecting of toilets including urinals during the day, toilet bowls, toilet floor, toilet walls and hand wash basins on all floors, Guard house	CONTINUOUS DAILY	
14.	Provision of Hand washing soap, coloured balls (Nephlethene) and not moth, air sanitizers and tissues in the washrooms all floors, Guard house	DAILY	
15.	Cleaning (hovering) of offices with carpets on all floors	DAILY	
16.	Shampoo cleaning of offices with carpets on all floors	MONTHLY & AS WHEN REQUIRED	
17.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
18.	Cleaning of offices without carpets on all floors Guard house	DAILY	
19.	Polishing & waxing of wooden areas all floors, Guard house	WEEKLY	
20.	Cleaning and arranging the basement	MONTHLY	
21.	Garbage disposal from MOH to dumpsite	TWICE A WEEK	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

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

## PRICE SCHEDULE OF SERVICES

### **AFYA ANNEX (four floors including basement) AND NASCOP AREA**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS AND WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

### **NPMLS BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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



**NATIONAL PUBLIC HEALTH REFERENCE LABORATORY (NEW LABORATORY BLOCK)**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**TB LABORATORY**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**NATIONAL BLOOD TRANSFUSION SERVICES AND REGIONAL BLOOD TRANSFUSION SERVICES**

<b>ITEM NO.</b>	<b>SPECIFICATIONS</b>	<b>FREQUENCY</b>	<b>UNIT COST PER MONTH</b>
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**NHRL**

<b>ITEM NO.</b>	<b>SPECIFICATIONS</b>	<b>FREQUENCY</b>	<b>UNIT COST PER MONTH</b>
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**ZOONOTIC DISEASE UNIT (Pre fab building)**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**DDSR-PRE FABRICATED BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**PROCUREMENT/FINANCE OFFICE - PRE FABRICATED BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**MALARIA CONTROL PROGRAM BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**FELTP –PRE FABRICATED BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv’s, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

**FELTP –PRE FABRICATED BUILDING**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
11.	Cleaning of lift lobbies and corridor	DAILY	
12.	Cleaning of tea rooms, floors and walls	DAILY	
13.	Cleaning of windows	TWICE A WEEK	
14.	Removal of rubbish from all offices Garbage bin outside	DAILY	
15.	Cleaning of all office desks with sheen all floors,	DAILY	
16.	Clearing of dust in high areas	THRICE A WEEK	
17.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv’s, water dispensers etc thoroughly	WEEKLY	
18.	Cleaning (hovering) of offices with carpets	DAILY	
19.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
20.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

### NEGLECTED DISEASE-PRE FABRICATED BUILDING

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
<b>TOTAL</b>		<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

### HEAD DCDPC ADM BLOCK

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
<b>TOTAL</b>		<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

### **EAPHLN BLOCK**

<b>ITEM NO.</b>	<b>SPECIFICATIONS</b>	<b>FREQUENCY</b>	<b>UNIT COST PER MONTH</b>
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
<b>TOTAL</b>		<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

### **DEPARTMENT OF FAMILY HEALTH**

<b>ITEM NO.</b>	<b>SPECIFICATIONS</b>	<b>FREQUENCY</b>	<b>UNIT COST PER MONTH</b>
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
<b>TOTAL</b>		<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

## **HEALTH PROMOTION**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
1.	Cleaning of lift lobbies and corridor	DAILY	
2.	Cleaning of tea rooms, floors and walls	DAILY	
3.	Cleaning of windows	TWICE A WEEK	
4.	Removal of rubbish from all offices Garbage bin outside	DAILY	
5.	Cleaning of all office desks with sheen all floors,	DAILY	
6.	Clearing of dust in high areas	THRICE A WEEK	
7.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
8.	Cleaning (hovering) of offices with carpets	DAILY	
9.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
10.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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

## **NATIONAL VACCINE DEPOT**

ITEM NO.	SPECIFICATIONS	FREQUENCY	UNIT COST PER MONTH
11.	Cleaning of lift lobbies and corridor	DAILY	
12.	Cleaning of tea rooms, floors and walls	DAILY	
13.	Cleaning of windows	TWICE A WEEK	
14.	Removal of rubbish from all offices Garbage bin outside	DAILY	
15.	Cleaning of all office desks with sheen all floors,	DAILY	
16.	Clearing of dust in high areas	THRICE A WEEK	
17.	Cleaning of all furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Tv's, water dispensers etc thoroughly	WEEKLY	
18.	Cleaning (hovering) of offices with carpets	DAILY	
19.	Shampoo cleaning of offices with carpets	MONTHLY & AS WHEN REQUIRED	
20.	Cleaning of sofas and washing of curtains in the offices	MONTHLY & AS WHEN REQUIRED	
	<b>TOTAL</b>	<b>MONTHLY</b>	

**NOTE:**

- c) Bidders should quote for all services specified otherwise will be disqualified.
- d) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

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



**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, 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 120 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_20\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

The Tender Form and the Price Schedule submitted by the tenderer

The Schedule of Requirements

The Technical Specifications

The General Conditions of Contract

The Special Conditions of Contract and

The Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 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. .... Expiry date

Maximum value of business, which you can handle at any one time:  
Kshs.....

Name of your bankers ..... Branch

### **Part 2 (a) – Sole Proprietor:**

Your name in full ..... Age

Nationality ..... Country of origin

\*Citizenship ..... details

### **Part 2 (b) – Partnership**

Give details of partners as follows:

	<u>Name</u>	<u>Nationality</u>	<u>Citizen Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

### **Part 2 (c) - Registered Company**

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.....

Issued Kshs. ....

Give details of all directors as follows:

	<u>Name</u>	<u>Nationality</u>	<u>Citizen Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date ..... Signature of Tenderer  
.....

\*If Kenyan 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]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_to

supply.....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures],*

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER



**FIFTH SCHEDULE**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2016.**

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

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

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

..... (Title)

(Signature)

(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION 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.

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

Bidder's Official Stamp

**FOURTH SCHEDULE**

**TENDER-SECURING DECLARATION FORM**

(r.22) [The Bidder shall complete 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 BidSecuring Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (a) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor e.t.c) .....

Name: .....

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

Dated on ..... day of ....., ..... [insert date of signing]

Seal or stamp