

**TENDER FOR PROVISION OF COMPREHENSIVE CLEANING  
SERVICES FOR KEBS LAKE REGION OFFICES (KISUMU, BUSIA AND  
KISII)**

**KEBS/T002/2020/2021**

**KENYA BUREAU OF STANDARDS**

**P.O. BOX 54974-00200**

**NAIROBI.**

**TEL :020 6948000**

**E-MAIL : [procurement@kebs.org](mailto:procurement@kebs.org)**

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**Website: [www.kebs.org](http://www.kebs.org)**

## **SECTION I: INVITATION TO TENDER**

### **TENDER NO: KEBS/T002/2020-2021 FOR PROVISION OF COMPREHENSIVE CLEANING SERVICES FOR KEBS LAKE REGION OFFICES (KISUMU, KISII AND BUSIA OFFICES)**

The KENYA BUREAU OF STANDARDS invites sealed tenders from eligible candidates for the provision of Comprehensive Cleaning Services KEBS Lake Region Offices (Kisumu, Kisii and Busia for a period of 12 months.

A complete set of tender documents may be obtained by interested candidates from the procurement office, during normal working hours 9.00 am and 4.00 pm. or be ***viewed and downloaded from the KEBS website: [www.kebs.org](http://www.kebs.org)***. All payments shall be made to the KENYA BUREAU OF STANDARDS Nairobi.

Upon payment of the tender fee, tenderers are required to obtain an official receipt from the Cash Office at kebs and immediately forward their particulars to the procurement office for records and for the purposes of receiving any further tender clarifications and/or addendums.

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

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender reference number and be deposited in the **Tender Box** provided **at kebs Main reception headquarters Nairobi** or be addressed and posted to:

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS OF KENYA,  
P.O. BOX 54974 - 00200  
NAIROBI.**

to be received on or before **Tuesday 8<sup>th</sup> September, 2020 at 10.00a.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at **KEBS headquarters Nairobi.**

**THIS TENDER IS RESERVED FOR YOUTH, WOMEN AND PERSONS LIVING WITH DISABILITIES**

**please note site visit is mandatory for a illegible bidders as detailed in the tender document**

**MANAGING DIRECTOR**

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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 KEBS 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 KENYA BUREAU OF STANDARDS 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 KEBS, 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 KENYA BUREAU OF STANDARDS 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 5 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) Performance security form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the KENYA BUREAU OF STANDARDS in writing or by post, or email at the entity's address indicated in the Invitation for tenders.

The KENYA BUREAU OF STANDARDS 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 KEBS. 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 KENYA BUREAU OF STANDARDS 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, KEBS 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, KEBS, 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 KEBS, 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 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the KENYA BUREAU OF STANDARDS 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 KEBS 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 Fill in the attached bid declaration form in place of tender security.
- 2.12.2 The tender security **NB: Fill in the attached bid declaration form.**
- 2.12.3 The tender security is required to protect the KENYA BUREAU OF STANDARDS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in 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
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.2 will be rejected by the KENYA BUREAU OF STANDARDS as non-responsive.
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KEBS.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.



2.12.8 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 26
  - or**
  - (ii) to furnish performance security in accordance with paragraph 27
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the KEBS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KENYA BUREAU OF STANDARDS as nonresponsive.
- 2.13.2 In exceptional circumstances, the KENYA BUREAU OF STANDARDS 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 bid declaration form provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

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

- (a) be addressed to the KENYA BUREAU OF STANDARDS 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 Tuesday 8<sup>th</sup> September, 2020 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS at the address specified under paragraph 2.15.2 no later than **Tuesday 8<sup>th</sup> September 2020 AT 10.00 A.M.**

2.16.2 The KENYA BUREAU OF STANDARDS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 2.12.8.

2.17.5 The KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on Tuesday 8<sup>th</sup> September, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS in KEBS tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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. KEBS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KEBS evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

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

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

The KENYA BUREAU OF STANDARDS 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 KEBS 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 KENYA BUREAU OF STANDARDS 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 KEBS**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 2.22 the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS 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 KEBS or. If the KENYA BUREAU OF STANDARDS determines that none of the tenderers is responsive; the KENYA BUREAU OF STANDARDS shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS notifies the successful tenderer that its tender has been accepted, the KENYA BUREAU OF STANDARDS 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 KEBS.

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from KEBS, 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 KEBS.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KENYA BUREAU OF STANDARDS may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers	Indicate page submitted in the tender document
I.	Particulars of eligible tenderers: <b>Firms Offering Cleaning Services Registered in Kenya</b>	
II.	Particulars of other currencies allowed. <b>None</b>	
III.	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> <b>Certificate of Registration, Certificate of valid tax compliance, AGPO Registered with treasury for the special groups</b>	
IV.	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening.</b>	
V.	Copies of Tender Documents to be Submitted: <b>An original and one (1) copy</b>	
VI.	Bulky tenders which do not fit in the tender box shall be delivered to the Managing Director's Office.	
VII.	Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:	
	1) Submit 1 (one) Original and 1 (one) copy of the tender document	



	2) Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n ) w h e r e n is the last page	
	3) Copy of certificate of Registration/Incorporation	
	4) A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority	
	5) Valid AGPO Registration certificate	
	6) Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.	
	7) Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.	
	8) Must submit a duly completed and signed Confidential Business Questionnaire in format provided	
	9) Provide letters of reference from at least five (5) clients references for provision of similar services and approximately similar contract values.	
	10) Must demonstrate capacity to provide adequate labor to cater for the requirements of the KENYA BUREAU OF STANDARDS by providing evidence that they have a minimum of 20 permanent staff. Evidence may be in form of the latest payroll.	
	11) Must provide evidence of being registered with NSSF. Submit either valid compliance or Registration certificate and also submit evidence of remittance of Employees Contributions for the last three (3)months	
	12) Must provide evidence of being registered with NHIF. Submit either Valid Compliance or Registration certificate from NHIF and also submit evidence remittance of Employee Contributions for the last (3) three months.	
	13) Be WIBA /GPA Compliant – Provide a copy of Policy as evidence	
	14) Must provide a list of equipment to be used in provision of the cleaning services (Include proof of ownership.)Must also provide a list of vehicle (s) to be used in provision of the cleaning services (provide proof of ownership)	

VIII.	<p>15) MUST Attach Site Visit Certificate from the respective office.</p> <p><u>For All KEBS Lake Region Stations</u></p> <p>KEBS Kisumu Office</p> <p>KEBS Kisii Station</p> <p>KEBS Busia station</p> <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>	
IX.	Duly completed Anti-Corruption Declaration signed and stamped	
X.	Duly completed signed and stamped NON-DEBARMENT Declaration Form	
XI.	<p><b>EVALUATION AND COMPARISON OF TENDERS</b></p> <p>The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p><u>SELECTION PROCESS</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><u>STAGE 1: PRELIMINARY EVALUATION</u></p> <p>This will be an elimination stage where each vendor's submission will be checked for completeness and compliance to the stated tender submission requirements which include documents specified in paragraph 2.20.1 above. At this stage, the vendor submission will either be compliant or non-compliant. The non-compliant submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p><u>STAGE 2: TECHNICAL EVALUATION</u></p> <p>The Firms Technical competence will be evaluated.</p> <p><b>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION, SHALL BE AS BELOW:</b></p> <p>(I) Overall score for technical evaluation will be 80%. The pass mark will be 60% DURING EVALUATION.</p> <p><u>STAGE 3: FINANCIAL EVALUATION</u></p>	

	<p>Financial Evaluation Criteria shall be as below: -</p> <p>This will include the following: -</p> <ol style="list-style-type: none"> <li>a. Confirmation of and considering Price Schedule duly completed and signed.</li> <li>b. Checking that the Tenderer has quoted prices based on all costs including duties and taxes.</li> <li>c. The lowest of all Evaluated Bid Prices among technically responsive bids will be awarded.</li> </ol>	
X	<p>Particulars of post – qualification if applicable. Kebs will <b>conduct a site visit</b></p>	
XI	<p><b>Award Criteria:</b></p> <p>The Award shall be in accordance with the following: -</p> <ol style="list-style-type: none"> <li>i) Each station shall be considered an independent assignment.</li> <li>(i) There is no limit/minimum to the number of assignment a qualified bidder shall be entitled to be awarded</li> <li>(iii) The assignments will be awarded to one bidder. The lowest of all Evaluated Bid Prices among technically responsive bids will be awarded</li> </ol>	

### **SECTION III:        GENERAL CONDITIONS OF CONTRACT**

<b>CLAUSE</b>	<b>TABLE OF CONTENTS</b>
3.1	DEFINITIONS
3.2	APPLICATION
3.3	STANDARDS
3.4	PATENT RIGHTS
3.5	PERFORMANCE SECURITY
3.6	INSPECTIONS AND TESTS
3.7	PAYMENT
3.8	PRICES
3.9	ASSIGNMENT
3.10	TERMINATION FOR DEFAULT
3.11	TERMINATION FOR INSOLVENCY
3.12	TERMINATION FOR CONVENIENCE
3.13	RESOLUTION OF DISPUTES
3.14	GOVERNING LANGUAGE
3.15	FORCE MAJEURE
3.16	APPLICABLE LAW
3.17	NOTICES

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS under the Contract.
- d) “KEBS” 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**

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

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

The tenderer shall indemnify the KENYA BUREAU OF STANDARDS 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 Inspections and Tests**

- 3.6.1** The KENYA BUREAU OF STANDARDS or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KENYA BUREAU OF STANDARDS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2** The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s),

all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KEBS.

- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the KENYA BUREAU OF STANDARDS 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 KEBS.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

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

### **3.9 Assignment**

- 3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KEBS prior written consent.

### **3.10 Termination for Default**

- 3.10.1 The KENYA BUREAU OF STANDARDS 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 KEBS.
  - b) if the tenderer fails to perform any other obligation(s) under the Contract.
  - c) if the tenderer, in the judgment of the KENYA BUREAU OF STANDARDS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.10.2 In the event the KENYA BUREAU OF STANDARDS 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 KENYA BUREAU OF STANDARDS for any excess costs for such similar services.

### **3.11 Termination of insolvency**

The KENYA BUREAU OF STANDARDS 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 KEBS.

### **3.12 Termination for convenience**

3.12.1 The KENYA BUREAU OF STANDARDS 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 KEBS convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.13 Resolution of disputes**

3.13.1 The KENYA BUREAU OF STANDARDS and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	The tenderer shall Fill in the attached bid declaration form in place of tender security
3.7	Specify method Payments. <b>Payments to be made on monthly basis after the services have been rendered &amp; invoices issued within 30 days of submission of invoices</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties.  <b>Client: Kenya Bureau of standards,</b>  <b>Popo Road South C</b>  <b>P. O. Box 54974-00200</b>  <b>Nairobi</b>

## SECTION V: SCHEDULE OF REQUIREMENTS

### (1) GENERAL

Kenya Bureau of standards intends to engage a professional cleaning firm(s) to provide comprehensive cleaning services in all kebs lake region (Kisumu, Kisii and Busia office). Details of the Required Services are provided in section VI – Description of services:-

The contract will be for an initial period of one year. During this period, the successful tenderer will be required to maintain all the required licenses.

The Regions or stations where the services are required are as per table below:-

STATIONS	OFFICE
KISUMU	1. KISUMU BUILDING
BUSIA	BUSIA
KISII	KISII (KIE BUILDING)

Tenderers will be expected to provide adequate staff to undertake the services as described.

### (2) SCOPE OF THE WORK

These services will cover the following areas:-

- (i) Carpeted area
- (ii) Non carpeted area

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

- Remove rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that all areas are free from any blemish
- Ensure that all areas are free from any foul or unpleasant odours;
- Ensure that all polished or smooth surfaces retain their shining gloss;
- Provide all toilet accessories including high quality white tissue paper, hand wash soap, disinfectants, air freshener and automatic foot peddled sanitary bins.
- Collect and dispose all rubbish, dirt, waste materials or refuse from the building, segregate and place in designated bins/skip.
- Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drains and make any reports to the KEBS Administration, regarding any faults for rectification;
- Thoroughly scrub and polish floors once a week and whenever the need arises;
- Wipe, dust and/or clean with wet cloth all the desks tops, workstations, computer surfaces, shelves etc.
- Hoover all carpeted areas regularly.
- Thoroughly clean all carpeted areas once a month and whenever the need arises;
- Daily clean desks, cabinets, tables, and chairs with soap and water where necessary.
- Keep all walls clean at all times.
- Arrange in a professional manner reception and lobby areas to meet international standards.
- Maintenance of KEBS grounds and compound, slashing, tending to the flowers as per the service description.
- Minor maintenance/repair to be done by the service provider.

The contracts will also include provision of the items/services listed in the price schedule which will be paid for on actual consumption and instructions on the quantities should be properly documented.

**(3)     STAFF**

**Age of employees**

Aged between 21 and 45 years

**Vetting**

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

**Adequate Personnel**

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

**Wages**

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and the KENYA BUREAU OF STANDARDS will be at liberty to confirm this from whatever source to ensure this is complied with. This may include requesting the contractor to provide its payroll.

**Uniform and badges**

The contractor shall provide cleaning staff with uniform and identification badges which they will be required to put on all the time.

**(4)     SCCHEDULE OF CLEANING**

The actual timetable for weekly cleaning will be agreed on with each kebs lake region station. General Cleaning will also be done on Saturdays as and when required. A roster of activities undertaken especially in the washroom should be kept

**(5)     EQUIPMENT AND CLEANING MATERIAL**

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

## **SECTION VI: DESCRIPTION/SCOPE OF CLEANINGSERVICES**

### **1. Receptions Entrance Area.**

- a) Floors should be mopped twice a day and scrubbed once a week and more often in the wet season. The entire floor should always be clean and free from dust stain and litter.
- b) Walls should be wiped daily with approved detergents to remove all marks and stains.
- c) Cigarette urns (where applicable) and dustbins should be emptied twice a day and washed twice a week.
- d) Door mats & mud scrappers must be free from mud and dust and should be swept at least twice a day
- e) Clean skirting always
- f) Reception desks and chairs always clean & shinny
- g) Sockets and switches free from dust and cobwebs

### **2. Offices/Meeting Rooms/Boardrooms**

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

### **3. Procurement Stores**

- a) These should be swept and mopped fortnightly and scrubbed using approved detergents once a month.
- b) Polish /wax should be applied on the scrubbed floors.

**4. Kitchens (operated by KEBS)**

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

**5. Notice Boards**

- a) All notice boards with glass sliding doors and metal frames should be wiped daily.
- b) Soft board notice boards should be dusted daily and removal of cobwebs, birds' nests and wasp nests should be constantly.

**6. KEBS Washrooms**

- a) All toilet floors should be cleaned/mopped, kept dry and disinfected hourly using approved disinfectants **as per KS Standard specification**.
- b) Any system failures such as leakages should be reported for prompt repair.
- c) Seats and enclosure piping and water closets should be shiny with no stains.
- d) Inside toilet bowls should be free of marks and stains.
- e) Water seal level should not be marked by stains.
- f) Toilet brush holder should be clean and free from marks, stains and fluff.
- g) Toilet Paper dispenser and inlet should always be clean.
- h) Pipe leading to the toilet bowls should always be clean.
- i) Toilet papers supplied by the contractor(s) shall be available and suitably positioned as agreed.
- j) A cleaner should always be available in the washrooms.
- k) Fumigate the buildings once every three months and whenever the need arises

**7. Basins, Sinks and Urinals**

- a) These must be cleaned with an approved disinfectant throughout the day. Such cleaning must include the flush handles.
- b) Supply moth balls, sanitary blocks, air freshener, disinfectant and high quality toilet paper throughout the day. Toilet balls supply by the contractor should always be correctly placed.

- c) Ensure adequate supply of liquid soap in the soap dispensers and liquid hand washing soap for areas without soap dispensers. Any faulty soap dispensers and/or hand dryers should be reported immediately.
  - d) The urinals should be clean & free from debris. They should also be free from soap-build-up & stains. The drains should be unblocked, cleaned and free from bad odor.
  - e) Basins, drains, chains, plugs, soap dishes and taps should be free from stains and dry. Underneath basin fittings free from stains, dust, fluff and streak marks.
  - f) Hand washing soap to be supplied daily.
- 8.**
- a) The Contractor should always avail adequate toilet papers and freshener. (For Kisumu, Busia and Kisii), the Contractor will be required to provide automatic air fresheners and their dispensers and refill them). Normal Air fresheners will be provided for other stations.
  - b) Spray and air freshener will be of a type agreed on with the Employer's supervisor
  - c) Ensure that there are five urinal balls bigger than three quarter full size at any time;
  - d) Ensure that in all the WCs, an air freshening block is always available.
  - e) Supply high quality toilet papers and twin towels as directed.

**9. Doors and Partitions**

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

**10. Walls, Ceiling and Mirrors**

- a) All stains on the walls, and ceilings should be removed with an appropriate spot cleaner. The walls should be dry, shiny and free from stains
- b) Any signs of dampness on the ceiling should be reported promptly to the Administration.

- c) Mirrors should be wiped and kept clean daily. Top edges free from dust. Entire mirror free from stains, fluff and streak marks. The mirrors should be kept shiny always.
- d) All cobwebs, birds' nests and wasp nests should be removed immediately.

**11. Office Kitchenettes (where applicable)**

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

**12. Parking Areas**

- a) These must be swept every day early in the morning before cars occupy the parking bays.
- b) The parking areas should be cleaned with water whenever possible at least once every two weeks preferably during the weekends.

**13. Corridors and Staircases**

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

**14. Security Guard Rooms**

- a) These should be swept, mopped daily and scrubbed once a week and applicable wax/polish applied.
- b) All windows should be dusted and wiped daily. Walls should also be wiped and any marks or stains removed with suitable stain removing detergents.
- c) Chairs and Tables should also be dusted and wiped daily.

**15. Fire Escapes**

All staircases in these areas should be swept, mopped and left dry throughout the day. Scrubbing should be done once a week using approved detergents. Ceiling should be free of cobwebs.



## 16. Floors

### a) Carpeted Floors;

- These floors should be cleaned daily using vacuum cleaners / dry Hoover machines and shampooed once a month and whenever need arises (i.e. will depend on usage). Care should be taken to ensure that the carpets are not damaged by machines used.
- Carpets should be maintained free from pins, stains, debris and dust.

### b) P.V.C. Tiles, Red Cement Screed Floors, Ceramic Tiles, Epoxy Screed Floors, Terrazzo floors, Concrete Floors

- These floors should be swept and wiped daily and scrubbed as appropriate using Rotary Machine once a week with suitable detergent and or stain removing detergent. Relevant polish/wax should be applied on the floors after scrubbing and buffing to shine.
- Where appropriate, daily mopping using care free 3-floor maintainer or similar and buffing using rotary scrubbing machine or other machine of similar nature
- Always ensure there are no polish debris
- Tools for use will be provided by the Contractor

### c) Parquet Floors;

- These floors should be swept and wiped daily and washed and polished with suitable detergents and polish/ wax.
- Always ensure there are no polish debris
- Tools for use will be provided by the Contractor

### d) Door Mats;

These should be swept daily and washed once a week.

## 17. Office Equipment, Furniture and Fittings

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

## **18. Ceilings Windows and Window Panes and Grills**

- a) All ceilings must always be spotless and cobweb free.
- b) All windows, panes and grills must be cleaned and dusted every day. All efforts should be put to reach all the parts of such windows. Application of sheen on window panes as well as thorough cleaning of all windows should be done once a week.
- c) Windows should be clean leaving no streak marks or spots using windowlens or equivalent provided by the contractor and should also be free from dust and oily stains.

## **19. Curtains and Blinds**

- a) All curtains should be laundered/ dry cleaned and pressed as necessary.
- b) The blinds cleaned once every two weeks.

## **20 (a) Compounds/**

- a) The compound, pitches, gardens should be kept clean by sweeping whenever possible.
- b) The Lawns must be mowed and the grass watered using sprinklers.
- c) Trees should be pruned, watered and manure should be applied when necessary. The supplier should obtain trees pruning permit from the local authority within their areas of operation
- d) Fences and Hedges should be trimmed.
- e) Flower-beds should be weeded and watered and manure applied when necessary

## **21. (b) Pavements and Verandas**

- a) Pavements should be swept, daily and thoroughly cleaned at least twice a week. Paper and other litter thrown carelessly should be collected and disposed off immediately.
- b) All verandas should be swept and washed daily and kept dry at all times.
- c) Canopy Roof should be washed once a week.

## **22. Restricted Areas**

To be cleaned in the presence/supervision of a designated kebs employee monthly.

- a. Surge Tank Areas

- b. Control Rooms
- c. Power Station Areas
- d. Computer Rooms
- e. Generator Rooms
- f. Procurement Stores
- g. Cash office

**23. Equipment**

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

**24. Logistics**

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

- a) General transport requirements for all its personnel to and from the premises, and
- b) Accommodation and site office for all personnel and operations.

**25. Air fresheners**

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

**NB:** The refreshers should conform to KEBS standards

*Wash rooms will either be installed with The Automatic air fresheners or supplied with ordinary air fresheners daily.*

**26. Soap Dispenser**

- Supply and installation of Soap dispenser. The capacity should be one litre
- Refilling of the soap dispenser with environmental friendly soap which conform with KEBS standards.

**27. Hand Sanitizer**

- Supply and installation of hand cleaning sanitizer without the need to use water. The capacity has to be 1 litre.
- Refilling of the hand cleaning sanitizer.

**NB:** The Hand Sanitizer should conform to KEBS standards

**These will be supplied to specific washrooms as directed**

## **28. Movement of asset, arrangement and event organization**

The cleaning firm will be required to liaise with KEBS Lake Region Administration when there are activities like; -

- i) Movement of Assets which includes furniture's, equipment's, machines etc.
- ii) Arrangement and relocation of offices/officers
- iii) Events organization
- iv) Putting disposable items in a central and organized manner

## **29. Observation of KEBS Security, Occupational Safety and Health regulations & practices**

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

## **30. Additional information to Tenderers.**

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

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

**NB: SITE VISIT TO THE VARIOUS KEBS LAKE STATIONS THAT THE SERVICE PROVIDER INTENDS TO PLACE A BID IS MANDATORY.** Failure to attend, a tenderer may lose marks.

A site visit certificate must be issued.

- i. KEBS KISUMU OFFICE site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.
- ii. KEBS KISII LAKE REGION STATION- site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.
- iii. KEBS BUSIA station site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.

## **COMPLIANCE WITH STATUTORY RERQUIREMENTS**

Suppliers should ensure compliance with the statutory requirements such as National Environmental Management and Coordination Act for environmental issues, labour laws particularly for fair wages and provision of motivational amenities such as serving the workers with tea at work among others; Health and Safety Act (WIBA) to protect the workers from injuries; and enforcing security measures such as requiring that all the workers should acquire certificates of good conduct.

A high standard of cleaning performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

## **SECTION VII: SCHEDULE OF BUILDINGS TO BE CLEANED**

### **1. AREAS TO BE CLEANED AT KEBS LAKE REGION OFFICES**

#### **WORK SPECIFICATIONS**

### **SECTION VI - DESCRIPTION**

CLEANING OF THE FOLLOWING AREAS;

#### **1) OFFICES AND CONFERENCE HALLS**

- a) All offices in First floor and second floors of the Premises 1630 square meters in Kisumu with 7 wash rooms and 3 Bath rooms for both Ladies and Gents respectively.
- b) Offices in Busia area cover **547.731** square feet, with one wash room.
- c) All offices in Kisii KIE Buildings. This area covers **1,200** square feet with 1 wash room.

#### **2) Floors:**

- **P.V.C Tiles, wooden, ceramics tiles, concrete and terrazzo floors**

These floors should be swept and wiped daily and scrubbed once a week with suitable detergent and or stain removing detergent. Relevant polish/wax should be applied on the floor after scrubbing.

- **Door mats**

These should be swept daily and washed once a week.

- **2 Conference rooms:**

- a) The floor must be cleaned first thing in the morning and scrubbed using approved detergents and polished once a week.
- b) Cleaning, polishing and buffing should be done as frequently as is necessary.
- c) Any stains should be rubbed off with an appropriate cleaner.
- d) Room arrangement must be done daily as required.

- **Office equipment, furniture and fittings:**

All office desks, chairs and storage units (wooded or metal) should be dusted every morning and any stains removed.

- **Ceiling**

Ceiling should be free of cobwebs and dust

- **Doors and Partitions:**

- a) All doors and doors handles must be cleaned daily and polished at least once a week.
- b) All doors hinges need to be greased regularly when need arises.
- c) All office partitions should be dusted daily and wiped once a week.

- **Walls and Ceiling:**

- a) All stains on the walls, and ceilings should be removed with an appropriate spot cleaner including the glass coverage walls.
- b) Any signs of dampness on the ceiling should be reported promptly to Administration.

- **Sentry House:**

Sentry house (Room) to be cleaned on daily basis including the sentry toilet.

## **2.0 WASH ROOMS**

Cleaning of; -

1. All ladies toilets
2. All Gents Toilets and urinals
3. All disabled Toilets
4. All Bathrooms

- **Bathrooms and all toilets:**

- a) All toilets floors should be wiped/mopped ,kept dry and disinfected using approved disinfected throughout the day and as per the agreed schedule
- b) Any system failures such as leakages should be reported immediately to Administration for prompt repairs.
- c) Supply air freshener, disinfectant and quality toilet paper
- d) Hand wash dispensers cleaned

- **Basins, sinks and urinals:**

- a) These must be cleaned with approved disinfectant throughout the day. Such cleaning must include the flush handles
- b) Supply moth balls, air freshener, disinfectant and high quality toilet paper throughout the day.

- c) Ensure adequate supply of liquid soap in the soap dispensers
- d) Supply Dispensers for toilets without soap dispensers.
- e) Any faulty soap dispensers and/or hand dryers should be reported to Administration immediately.

• **NUMBER OF TOILETS IN KEBS KISUMU**

S/No		Gents	Urinals	Ladies	Bathrooms
<b>1</b>	<b>Block</b>				
	Ground Floor	2	3	3	2
<b>2</b>	<b>Block</b>				
	First floor	3	3	3	3
	Disabled tests(GF)	1		1	
	Sentry House	Common Toilet 1			



<b>3</b>	<b>Kisii Office</b>	Common Toilet 1		-	-
<b>4</b>	<b>Busia Office</b>	Common Toilet 1			
<b>Total</b>		<b>9</b>	<b>6</b>	<b>7</b>	<b>5</b>

### **Cleaning of the compound and gardening**

This will include:-

- a) Parking areas
- b) Verandas and corridors
- c) General compound
- d) Pavements
- e) Gardening

### **GROUND MAINTENANCE**

#### **Services required**

- Slashing of the grass
- Trimming and watering of trees and flowers
- Attending to flowers ,trimming and introduction of new flower gardens
- Landscaping where necessary
- Sweeping the open ground
- Cleaning the external stair cases and corridors.

#### **Compounds:**

- The compound areas should be kept clean by sweeping, washing, mopping etc.
- The lawns must be mowed.
- Fences and Hedges should be trimmed.
- Flower-beds should be weeded and watered and manure applied when necessary.
- Watering, trimming and maintenance of all flower pots

***TENDERERS SHALL HOWEVER BE REQUIRED TO INDEPENDENTLY  
CONFIRM DETAILS***

**NB: For High areas to be cleaned e.g. windows that will need ladders, the prospective firm will be required to avail their own ladder.**

## **SECTION VIII: STANDARD FORMS**

Notes on the standard Forms

1. **Form of Tender**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form**-When required by the tender document the tenderer shall provide the Declaration Form either in the form included hereinafter.
6. **Performance security Form** -The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to KEBS.
7. **Preliminary and Technical Evaluation Response Form / Criteria** -  
These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.

8. **Tenderers Experience Requirement Form**-This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.
9. **Schedule of Regions Tendered for** -This should be completed by all Tenderers to assist in evaluation
10. **Station Visit Certificate**-This certificate should be signed by the Station Head or his appointed nominee and submitted with the tender documents as it will be used for evaluation.

**SECTION VIII: STANDARD FORMS**

<b>CLAUSE</b>	<b>TABLE OF CONTENTS</b>
8.1	FORM OF TENDER
8.2	PRICE SCHEDULES
8.3	CONTRACT FORM
8.4	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM
8.5	BID TENDER FORM
8.6	PERFORMANCE SECURITY FORM
8.7	EVALUATION RESPONSE FORMS
8.8	TENDERERS EXPERIENCE REQUIREMENT FORM
8.9	SCHEDULE OF REGIONS TENDERED
8.10	SITE VISIT CERTIFICATE

## 8.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. KEBS/T002/2020-2021

To: **The Managing Director**

**P. O. Box 54974-00200**

**NAIROBI**

Sir/Madam:

Having examined the Tender documents including Addenda Nos.[/], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ***Cleaning Services*** in conformity with the said Tender documents for the sum of [ / ] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name)\_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## 8.2 PRICE SCHEDULE OF SERVICES

### INSTRUCTIONS

- (1) Please fill in the charges taking into account the scope of works in section vi (description of services)
- (2) The tenderer should indicate the costs that are necessary to meet the requirements of kebs. The price quotation shall include inter alia direct and indirect wages, overheads, cost of transport, cost of materials, vat and all other applicable taxes.

Format of the Price Schedule should be as follows and should be filled for each KEBS station:

STATION: \_\_\_\_\_

#### a) Monthly Charges

	DESCRIPTION	CHARGES (KSHS.)	
		MONTHLY	TOTAL PER YEAR
1.	Comprehensive Cleaning Services as Specified. Tenderers should take into account the scope of works in Section VI (Description of Services) i.e. Buildings, compound, Garden etc.		

#### b) Unit Consumption

Please note the unit consumption of the tissue papers.

No.	Item	UNIT	OFFICE	CONSUMPTION	
				WEEKLY	MONTHLY
1.	Toilet Paper ( <b>Jumbo</b> Toilet Roll)	Roll	KISUMU	16	64
2.	Toilet Paper ( <b>Jumbo</b> Toilet Roll)	Roll	KISII	4	16
3.	Toilet Paper ( <b>Jumbo</b> Toilet Roll)	Roll	BUSIA	2	8

## SUMMARY

Tenderers should also give summary per station for regions tendered for in the format below: -

STATION	Totals (Kshs.)
1.KISUMU	
2. KISII	
3. BUSIA	

Signature and Stamp of tenderer

---

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

### 8.3 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2020 between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “KEBS”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) KEBS Notification of award.

3. In consideration of the payments to be made by the KENYA BUREAU OF STANDARDS to the tenderer as hereinafter mentioned,

the tenderer hereby covenants with the KENYA BUREAU OF STANDARDS to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. KEBS 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 KEBS)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.



## 8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

Part 2 (a) – Sole Proprietor	
Your name in full.....	Age.....
Nationality.....	Country of Origin.....
Citizenship details.....	
Part 2 (b) – Partnership	
Given details of partners as follows	
Name	Nationality      Citizenship details      Shares
1. ....	
2. ....	
3. ....	
4. ....	
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality      Citizenship details      Shares
1. ....	
2. ....	
3. ....	
4. ....	
Date.....Signature of Candidate.....	

## 8.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

## 8.7 PRELIMINARY AND TECHNICAL EVALUATION RESPONSE FORMS

### 8.7.1. Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Submitted / Not Submitted
1	Copy of certificate of Registration/Incorporation	
2	A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority	
3	Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.	
4	Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.	
5	Must submit a duly completed and signed Confidential Business Questionnaire in format provided	
6	Must have a minimum of three (3) years' experience in provision of services of a similar nature.	
7	Must provide letters of reference from five (5) client references for provision of similar services and approximately similar contract values	
8	Must demonstrate capacity to provide adequate labour to cater for the requirements of the KENYA BUREAU OF STANDARDS by providing evidence that they have a minimum of 50 permanent staff. Evidence may be in form of the latest payroll.	
9	Must provide evidence of being registered with NSSF. Submit either valid compliance or Registration certificate and also submit evidence of remittance of Employees Contributions for the last three (3) months	
10	Must provide evidence of being registered with NHIF. Submit either Valid Compliance or Registration certificate from NHIF and also submit evidence remittance of Employee Contributions for the last (3) three months	
11	Be WIBA/GPA Compliant – Provide a copy of Policy as evidence	
12	A certified declaration that the service provider shall comply with minimum wage regulations	
13.	Bid Declaration form	

No.	Parameters / Requirements	Submitted / Not Submitted
14.	Must provide a list of equipment to be used in provision of the cleaning services (Include proof of ownership.) Must also provide a list of vehicle (s) to be used in provision of the cleaning services (provide proof of ownership)	

### 8.7.2 Technical Evaluation Response Form/Criteria

In this section the tenderer is expected to provide information to enable The KENYA BUREAU OF STANDARDS assess their capability. Marks will be awarded as below to arrive at the technical score

Item	Factor for Consideration	Marks	Indicate page submitted in the tender document
1	Tenderers experience and Capacity <ul style="list-style-type: none"> <li>➤ Experience in provision of Cleaning Services</li> <li>➤ List of at least five sites where supplied</li> <li>➤ Testimonials and reference letters from the clients and LPOs / Contracts for each contract.</li> </ul> <b>4 marks each for sites complete with reference letters and LPOs / Contracts</b>	20	
2	Personnel experience and Qualifications <ul style="list-style-type: none"> <li>➤ Provide number of qualified staff currently employed by your firm Please attach your organizational / Company structure               <ul style="list-style-type: none"> <li>(i) Management Staff – at least two (2 No.)- 1 marks each</li> <li>(ii) Supervisory staff – at least four (4 No.) – 1 Marks each</li> <li>(iii) Other staff – at least eight (8 No.) – 1 mark each</li> </ul> </li> <li>Attach CV and certificates</li> <li>➤ Attach current organisational structure indicating designations, names and responsibilities of respective office holders <b>- 1 marks</b></li> </ul>	17	

Item	Factor for Consideration	Marks	Indicate page submitted in the tender document
3	<p>List of Cleaning Equipment / Machines owned by the Company e.g. Hooving machine, Scrubbing Machine, Sucker e.t.c (attach ownership evidence and photos)</p> <p><b>1 marks each upto a maximum of 10</b></p>	5	
4	<p>Vehicles either owned or leased (If owned submit copy log books which must be in Company's name and if leased attach copy lease agreement)</p> <p><b>2 marks each for a maximum of 5 vehicles</b></p>	5	
5	Financial strength attach 6 months bank statements	5	
6	<p>Provide relevant documentation to demonstrate that your employees' salaries are as per or above Government minimum wage guidelines (GMWG).</p> <p>Attach Certified Copy of the payroll for permanently employed staff members for the last 3 months</p> <p>KES 2,000/= or above GMWG - <b>3 marks</b></p> <p>KES 1,000/= or above GMWG - <b>2 marks</b></p>	5	
7	<p>Mode of paying salaries to Employees</p> <p>Through Banking institutions - Attach a referee letter from any bank – <b>3 marks</b></p> <p>Other mode – State – <b>2 marks</b></p>	5	
8	<p>Certificates of good Conduct – Provide copies of certificates of good conduct for at least 10 Cleaning staff members</p> <p><b>1mark each up to a maximum of 5 (The staff members</b></p>	5	

Item	Factor for Consideration	Marks	Indicate page submitted in the tender document
	<b>must be in the payroll provided)</b>		
9	Relevant Training program that the employees undergo  <b>Please provide details and at least 4 certificates</b>	4	
10	Membership of a local or International Association or any other association relevant to Cleaning Services	4	
	<b>TOTAL</b>	<b>80</b>	

Site Visit Certificate from the respective KEBS station that the Tenderer intends to place a bid. ***FOR KEBS OFFICES, A MANDATORY SITE MEETING SHALL BE HELD AS FOLLOWS:***

- i. KEBS KISUMU OFFICE site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.
- ii. KEBS KISII LAKE REGION STATION- site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.
- iii. KEBS BUSIA station site visit will be held on Monday 31<sup>st</sup> August, 2020 and Tuesday 1<sup>th</sup> September, 2020 at between 8.00 to 1.00 pm.

**THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION SHALL BE AS BELOW:**

**TECHNICAL SCORES WILL BE 60/80.  
A due diligence will be performed.**

## 8.8 TENDERERS'S EXPERIENCE REQUIREMENTS FORM

Must give a list of 2 (two) reputable clients excluding The KENYA BUREAU OF STANDARDS for whom they have offered similar assignments in the format below. Please provide evidence (LPO/Award Letter, Completion Certificate) **in addition** to reference letters.

No.	Contact Information	Details	
1	Name of company		
	Name of contact person		
	Designation		
	Telephone number		
	e-mail address		
	Site Location		
2	Name of company		
	Name of contact person		
	Designation		
	Telephone number		
	e-mail address		
	Site Location		
	Designation		
	Telephone number		
	e-mail address		
	Site Location		

## 8.9 SCHEDULE OF REGIONS TENDERED FOR

PLEASE SUBMIT A SCHEDULE OF STATIONS TENDERED FOR IN THE FOLLOWING FORMAT:

County	Region Station
KISUMU	1.
KISII	1.
BUSIA	1.



## 8.10 STATION SITE VISIT CERTIFICATE

Date\_\_\_\_\_

Tender No. KEBS/T002/2020-2021

To:    **The Managing Director**  
  
          **Kenya Bureau of Standards**  
  
          **P. O. Box 54974-00200**  
  
          **NAIROBI**

This is to certify that  
\_\_\_\_\_ of \_\_\_\_\_

*(Name of Tenderer)*

*(Address)*

visited the station and has been shown all the areas as required in the tender document for quotation purposes in the tender for provision of Cleaning Services.

### **The KEBS TENDER FOR CLEANING SERVICES:**

**Name ----- Signature ----- Date----- Official Stamp**

### **CONTRACTORS REP:**

**Name ----- Signature ----- Date----- Official Stamp**

#### **4.TENDER -SECURING DECLARATION FORM**

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

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

Tender No..... [TENDER NO.

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing 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 one (1) year starting on ....., 2020 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 tender.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight 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: .....[insert signature of person whose name and capacity are shown] in the capacity of.....[insert legal capacity of person signing the Bid Securing Declaration]

Name: .....[insert complete name of person signing the Bid Securing Declaration]

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

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

## 5. PERFORMANCE SECURITY FORM

To:

*[Name of 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 of service]* (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]*

## 1. DECLARATION FORMS

### 6.1 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 **PROVISION OF COMPREHESIVE CLEANING SERVICES AT KISUMU, BUSIA AND KISII**) for **KEBS** 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 the **KEBS** which is the procuring entity.

3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

4. THAT what is deponed to hereinabove is true to the best of my knowledge

information an belief.....

.....

(Title)

(Signature)

Date

Bidder's Official Stamp

## 6.2 NON-DEBARMENT DECLARATION

We (insert the name of the company/supplier

.....

.....declares and guarantees that no director or any person who has any controlling  
interest in

our organization has been debarred from participating in a procurement proceeding.

**Name.....Signature.....Date.....**

**Company Seal/Business Stamp**