



## **PRIVATIZATION COMMISSION**

Enhancing Kenya's Productive Capacity

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Extelcoms House,11th Floor Haile Salassie Avenue Nairobi, Kenya

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### **TENDER DOCUMENT FOR**

### **PROVISION OF COMPREHENSIVE CLEANING, FUMIGATION AND SANITARY BIN SERVICES (RE-ADVERTISEMENT)**

**QUOTATION NO. PC/004/2019-2020**

**LAUNCH DATE: 21<sup>st</sup> APRIL 2020**

**TENDER CLOSING DATE: 5<sup>th</sup> MAY 2020 at 11.00a.m.**

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## SECTION I - RE-INVITATION TO TENDER

Date: 21<sup>st</sup> APRIL 2020

RE: **TENDER NO. PC/004/2019-2020 FOR PROVISION OF COMPREHENSIVE CLEANING, FUMIGATION AND SANITARY BIN SERVICES AS PER THE SCHEDULE OF REQUIREMENTS IN THE TENDER DOCUMENT**

The Privatization Commission (PC) invites sealed tenders from interested eligible firms for provision of cleaning, fumigation and sanitary bin services as detailed in the tender document.

TENDER NAME	TENDER CLOSING DATE AND TIME	RESERVATION CATEGORY
Provision of cleaning, fumigation and sanitary bin services	5 <sup>th</sup> May 2020 at 11.00 A.M.	Youth, Women and Persons With Disability Owned Enterprises

A complete set of tender document may be downloaded by interested and registered service provider(s) free of charge from the Commission website [www.pc.go.ke](http://www.pc.go.ke) or <https://www.tenders.go.ke/website>. Those who download the document should inform the Commission immediately via email [info@pc.go.ke](mailto:info@pc.go.ke); or [procurement@pc.go.ke](mailto:procurement@pc.go.ke);

Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Privatization Commission's Offices, **11<sup>th</sup> Floor, Extelcoms House, Haile Selassie Avenue, Nairobi** or be addressed to:

**The Executive Director/CEO  
Privatization Commission  
P. O. Box 34542-00100  
NAIROBI  
Email: [info@pc.go.ke](mailto:info@pc.go.ke)**

so as to be received on or before **5<sup>th</sup> May 2020 at 11.00 A.M.**

**Bidders are advised to take note that the guidelines issued by the Ministry of Health on the measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27<sup>th</sup> March 2020 issued by the PPRA in respect to handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.**

Tenders will be opened in accordance with the provisions of the above guidelines in **Main Board Room, 11<sup>th</sup> floor, Extelcoms House, Haile Selassie Avenue, Nairobi.**

**Executive Director/CEO**

## 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 Privatization Commission's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the Tender.
- 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 Privatization Commission 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 Privatization Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 2.2.2 If need be and if required, a non-refundable fee of Kshs. 1,000.00 is to be charged for the hard copy of the tender document.
- 2.2.3 The Privatization Commission 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) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory 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 Privatization Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for Tenders. The Privatization Commission 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 Privatization Commission. 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 Privatization Commission 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 Privatization Commission, 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 Privatization

Commission, at its discretion, may extend the deadline for the submission of Tenders.

## **2.6 Language of the 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 Privatization Commission, 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 accordingly. 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;
- b) Tender security Declaration Form furnished in accordance with Clause 2.12
- c) Mandatory 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 document, 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 Tender will be treated as non-responsive and will be rejected.

- 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 Privatization Commission in accordance with the provisions of Section 139 of the PPADA 2015.

## **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 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 Privatization Commission'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 as prescribed in the Appendix to instructions to Tenderers.
- 2.12.3 The Tender security is required to protect the Privatization Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 2.12.4 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



2.12.5 Any Tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Privatization Commission 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 Privatization Commission.

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 Privatization Commission, pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the Privatization Commission as nonresponsive.

2.13.2 In exceptional circumstances, the Privatization Commission 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 Tenders.**

2.14.1 The original Technical and Financial Tender shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the Tenders.

2.14.2 For each Tender, the Tenderers shall prepare the original and copy of the document as specified. Each Technical Tender and Financial Tender shall be marked **“ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID”** as appropriate.

2.14.3 The original Technical Tenders shall be placed in a sealed envelope clearly marked **“TECHNICAL BID”**. Similarly the original of the Financial Bid shall be placed in a sealed envelope clearly marked **“FINANCIAL BID”** and warning: **“DO NOT OPEN WITH THE TECHNICAL BIDS”**. Both envelopes shall be placed in an outer sealed envelope marked **“TENDER FOR PROVISION OF COMPREHENSIVE CLEANING, FUMIGATION AND SANITARY BIN SERVICES**. This outer envelope shall bear the submission address and other information indicated in the Appendix “A” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE”**.

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

2.15.1 The Tenderer shall seal the original and the copy of the Tender in separate envelopes, duly marking the envelopes as ‘ORIGINAL TENDER’ and ‘COPY OF TENDER’. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:

- (a) Be addressed to the Privatization Commission 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 the date and time of closing indicated in the Appendix of Instructions To Tenderers.

2.15.3 The outer 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 in 2.15.2, Privatization Commission will assume no responsibility for the Tender’s misplacement or premature opening.

## **2.15 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Privatization Commission at the address specified not later than the day, date and time of closing indicated in the Appendix of Instructions to Tenderers.

2.16.2 The Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission will open all tenders in accordance with the guidelines issued to stop the spread of Covid 19, at **11.00 A.M on 5<sup>th</sup> May 2020** and in the location specified in the invitation to Tender. The Tenderers' representatives present for the opening 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 Privatization Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Privatization Commission 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 Privatization Commission 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 Privatization Commission in the Privatization Commission's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission'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 Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission'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 Privatization Commission 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 Privatization Commission'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 Privatization Commission 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 Privatization Commission**

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 2.11.2, as well as such other information as the Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 Privatization Commission's action. If the Privatization Commission determines that none of the Tenderers is responsive; the Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 2.27.1, the Privatization Commission 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 Privatization Commission notifies the successful Tenderer that its Tender has been accepted, the Privatization Commission

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 Privatization Commission.

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

## **2.27 Performance Security**

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

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 Privatization Commission may make the award to the next lowest evaluated or call for new Tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Privatization Commission 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 Privatization Commission will reject a Tender for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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



## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to Tenderers	Particulars of appendix to instructions to Tenderers
2.1	Particulars of eligible Tenderers: Open Tender but Reserved for: <b>YOUTH, WOMEN AND PERSONS WITH DISABILITY OWNED ENTERPRISES - Registered with The National Treasury</b>
2.2.2	Price to be charged for the hard copy Tender documents is <b>Kshs. 1,000.00</b> Applicants may also download a copy of the Tender document from the Privatization Commission website, <a href="http://www.pc.go.ke">www.pc.go.ke</a> or <a href="https://www.tenders.go.ke/website">https://www.tenders.go.ke/website</a> free of charge and they should inform the Commission immediately via email : <a href="mailto:procurement@pc.go.ke">procurement@pc.go.ke</a> , <a href="mailto:info@pc.go.ke">info@pc.go.ke</a>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> <li>• <b>Submission of two (2) sealed envelopes (separate technical and financial Tenders)</b></li> <li>• <b>Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 25 and as per the submission format prescribed.</b></li> <li>• <b>Compliance to the evaluation criteria as specified in this document</b></li> <li>• <b>The tender should be submitted in accordance with the Ministry of Health's measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27<sup>th</sup> March 2020 issued by the PPRA in respect to handling of procurement proceedings.</b></li> </ul>
2.12.2	No Tender Security shall be required. All Tenderers will however be required to sign a <b>Tender Security Declaration Form</b> in the format provided
2.16.3	Bulky Tenders which will not fit in the Tender box shall be delivered and received at the Procurement Unit.
2.24	Particulars of post – qualification if applicable. <b>N/A</b>
2.27	Particulars of performance security if applicable. <b>5% of contract sum</b>
Clarification	For any clarification on this Tender, please write to: <b>The Executive Director/CEO Privatization Commission Extelcoms House, 11<sup>th</sup> Floor P. O. Box 34542-00100</b>

**NAIROBI**

**Email: [info@pc.go.ke](mailto:info@pc.go.ke); [procurement@pc.go.ke](mailto:procurement@pc.go.ke);**

At least seven (7) days before the Tender closing date

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

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# 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 Privatization Commission 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 Privatization Commission under the Contract.
- d) "The Privatization Commission" 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 7 standards mentioned in the Schedule of requirements

## 3.4 Patent Right's

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

## 3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Privatization Commission

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Privatization Commission 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.

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

### **3.6 Inspections and Tests**

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

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

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Privatization Commission 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 Privatization Commission.

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 Privatization Commission's request for Tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Privatization Commission's prior written consent.

### **3.10 Termination for Default**

3.10.1 The Privatization Commission 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 Privatization Commission.
- b) if the Tenderer fails to perform any other obligation(s) under the Contract.
- c) if the Tenderer, in the judgment of the Privatization Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Privatization Commission 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 Privatization Commission for any excess costs for such similar services.

### **3.11 Termination of insolvency**

The Privatization Commission 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 Privatization Commission.

### **3.12 Termination for convenience**

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

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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



## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>5% of Contract Sum</b>
3.7	Specify method Payments. <b>Payments to be made on monthly basis after the services have been rendered and certified by the client representative</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.13	<b>Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: Privatization Commission 11<sup>th</sup> Floor, Extelcoms House P. O. Box 34542-00100 Nairobi</b>

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **A. CONTRACT DURATION**

The Contract will run for a period of one year with effect from the date of the contract signing, which may be renewable for an additional one year by mutual consent of both parties subject to satisfactory performance.

### **B. EMPLOYEES TO BE DEPLOYED**

The Tenderer is required to deploy employees who are able to communicate in either English or Kiswahili.

Aged between 18 and 35 years (the youth bracket)

### **C. VETTING**

The successful contractor should have thorough knowledge of employees' background and must provide certificate of good conduct, copies of ID and insurance certificates for its employees before engagement.

The Commission, after scrutinizing the documents and the qualification and competence of the personnel to be deployed, reserves the right to recommend for replacement of the personnel before or during the period of the performance of the contract.

### **D. ADEQUATE PERSONNEL**

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

### **E. FIRM'S QUALIFICATION REQUIREMENTS (MANDATORY REQUIREMENTS)**

Prospective Tenderers must:-

- 1) Must **submit separate envelopes of technical and financial Tender.**
- 2) Must submit an original and copy of each Tender.
- 3) All the pages of the Tender must be serialized (Public Procurement and Asset Disposal Act 2015 Section 74(1)(i).
- 4) Must be a registered AGPO service provider by the National Treasury. Valid AGPO certificate to be attached.
- 5) Provide a duly filled Tender Security Declaration Form in the prescribed format.

- 6) Provide Certificate of Registration/Incorporation.
- 7) Provide a valid Tax Compliance Certificate from KRA
- 8) Evidence of physical address – copies of title deeds, utility bill, lease agreements, rent agreement or any other relevant document
- 9) Must attach current certificate of compliance from NSSF for the current period 2019/20
- 10) Must attach current certificate of compliance from NHIF for the current period 2019/20
- 11) Provide a certificate of workman's compensation
- 12) Submit a Certificate of public liability insurance for its employees
- 13) Submit fully filled attached Mandatory Confidential Business Questionnaire.
- 14) Submit letters of introduction or LSOs awarded, as cleaning services providers, from at least five (5) organizations.
- 15) Operational Plan for carrying out the assignment detailing the number of Employees to be deployed, level of supervision, materials and equipment to be used (provide proof of ownership), reporting time etc.
- 16) Must submit at least one (1) CV for the proposed supervisor(s) who should have at least two (2) years of relevant work experience and qualification.
- 17) Must provide evidence of compliance with the Government minimum wage rate for the current year (2019).
- 18) Submit current certificates of good conduct for at least two (2) proposed personnel.
- 19) Must fill in the litigation form in the format provided.
- 20) Declaration that the firm shall use only environmentally friendly cleaning detergents and materials.
- 21) Evidence of exemplary performance in provision of these services from clients they have offered services to for the last three years, firm should not have been reprimanded of poor performance during the period.

## **F. MODE OF SUBMITTING THE ABOVE RESPONSE DOCUMENTS**

The following forms are to be filled out as per instructions and be inserted in the order given below:-

### **1. Company Profile**

<b>No.</b>	<b>Company Profile</b>	<b>Details</b>
1	Name of Company/Firm as Registered	
2	Location	
3	Year the company/firm was established	
4	Directorship/partnership/sole proprietorship	

2. **Statutory and other Documents** (to be inserted in the order given below)

No.	Name of Document	Indicate if included (yes / no)
1	Copy of Certificate of Registration/Incorporation	
2	Copy of Certificate of a valid Tax Compliance	
3	Copy of AGPO certificate	
4	Copy of compliance certificate from NSSF for the current period (2019/2020)	
5	Copy of compliance certificate from NHIF (2019/2020)	
6	Copy of workman's compensation certificate	
7	Public Liability Insurance for employees	
8	Dully filled Mandatory confidential business questionnaire	
9	<p><i>Other documentation</i></p> <ul style="list-style-type: none"> <li>• <i>Letters of introduction as cleaning services provider, from at least five (5) clients</i></li> <li>• <i>Operational plan as prescribed</i></li> <li>• <i>CV of the proposed supervisor</i></li> <li>• <i>Evidence of payment of approved Government minimum wage to its employees</i></li> <li>• <i>Certificate of good conduct of at least 2 proposed personnel.</i></li> <li>• <i>Declaration that the firm shall use only environmentally friendly cleaning detergents and materials.</i></li> <li>• <i>Evidence of exemplary performance in provision of these services from clients they have offered services to for the last three years, firm should not have been reprimanded of poor performance during the period.</i></li> </ul>	

3. **Client References (Not Mandatory)**

Indicate the details for at least five (5) companies in the private / public sector where you have undertaken/are undertaking services of similar capacity where the contract sum is at least Kshs.50, 000.00 per month.

No.	Contact Information	Details
1	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

No.	Contact Information	Details
	Contract amount (Kshs./Month)	
	Duration of the Contract	
2	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
3	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
4	Name of company /Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
5	Name of company /Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	

Please note the following important information:

- The above documentation should be submitted in a separate envelope clearly marked, '**Technical Tender.**'
- The envelope containing qualification requirements **should not contain any financial information** with regard to cost of providing these services to the Commission.
- Any Tender that does not comply with the above requirements will be disqualified from further evaluation.
- **Only the financial Tenders of the firms that meet all the qualifications requirements shall be opened.** The Tenders that are non-responsive to the requirements shall remain sealed/unopened and returned together with the Tender security after procurement process is concluded.

## **G. EVALUATION CRITERIA.**

The following will be the evaluation criteria:-

### **STAGE 1: TECHNICAL EVALUATION**

- The firm must meet all the mandatory qualification requirements as listed under A and shall be evaluated on '**YES' OR 'NO' BASIS** and any Tender that does not meet any of the qualification requirements shall be disqualified from financial evaluation.
- The envelope containing technical requirements **should not contain any financial information with regard to the firm's Tender for the services.**

### **STAGE 2: FINANCIAL EVALUATION**

The Tenders that meet all the qualification requirements shall be opened and their Tender form and price schedule shall be evaluated for conformity and responsiveness to the Commissions requirements of having been full completed, signed, stamped etc. **The criteria for award shall be 'lowest evaluated tender'**

### **STAGE 3: RECOMMENDATION FOR AWARD**

The responsive and lowest in consolidated cost Tender shall be recommended for award of the contract (Lowest Evaluated Tender).

## SECTION VI -DESCRIPTION OF SERVICES TO BE PERFORMED

### TERMS OF REFERENCE FOR OFFICE CLEANING

#### Background

The Privatization Commission (PC) is a State Corporation established under Section 3 of the Privatization Act, 2005 and which became operational on 1st January, 2008. The Commission is mandated to:

- (i) Formulate, manage and implement the Privatization Programme;
- (ii) Make and implement specific Tenders for privatization in accordance with the Privatization Programme;
- (iii) Carry out such other functions as are provided for under the Act; and
- (iv) Carry out such other functions as the Commission considers advisable to advance the Privatization Programme.

The Commission (PC) occupies **11<sup>th</sup> floor of Extelcoms House, Nairobi.** The offices have both closed and open working areas where partitions are of glass with glazed aluminum casement and gypsum walling in some areas.

Office floors have a mixture of carpets and floor boards. Floors on the open working areas occupied by workstations and corridors have a mixture of floor boards and tiles.

The floor has:-

- 1) Two (2) Carpeted conference rooms-one main boardroom and one small staff boardroom.
- 2) Tiled Kitchen
- 3) Washrooms with tiled floors
  - a. Gents: Two Toilets, Two Urinals, Two Sinks
  - b. Ladies: Two Toilets, two Sinks
  - c. VIP Toilets-one ladies and one gent (each has one sink)
  - d. The Chairman and Executive Director/CEO Office on 11<sup>th</sup> floor each has a Toilet.
- 4) Reception and lift lobby area with tiles and floor boards
- 5) One carpeted lounge
- 6) The stair case from 10<sup>th</sup> Floor to 11<sup>th</sup> floor.

**DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS:-**

**OFFICE CLEANING**

ITEM NO.	ITEM DESCRIPTION
	<b>11<sup>TH</sup> FLOOR</b>
1.	<p><b>Two (2) Carpeted Conference Rooms.</b></p> <ul style="list-style-type: none"> <li>• Vacuum cleaning daily</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul>
2	<p><b>Executive Director/CEO's Office</b></p> <p><b>Carpeted areas</b></p> <ul style="list-style-type: none"> <li>▪ Daily sweeping</li> <li>▪ Vacuum cleaning twice weekly</li> <li>▪ Shampooing once every month OR as need arises</li> <li>▪ Removal of stains when necessary</li> </ul>
3	<p><b>Chairman's Office –</b></p> <p><b>Carpeted Areas</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping</li> <li>• Vacuum cleaning twice weekly</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul>
4	<p><b>Other offices- Carpets and Floor Boards</b></p> <p><b>i) Carpeted areas</b></p> <ul style="list-style-type: none"> <li>• Vacuum cleaning twice weekly</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> <li>• Daily sweeping</li> </ul> <p><b>ii) Areas with floor Boards</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>
5	<p><b>Open working areas. Tiles and floor boards.</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>
6	<p><b>Waiting Room/lounge -Carpets and Floor Boards</b></p> <p><b>i) Carpeted areas</b></p> <ul style="list-style-type: none"> <li>• Vacuum cleaning daily</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul> <p><b>ii) Areas with floor Boards</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>



ITEM NO.	ITEM DESCRIPTION
7	<p><b>Reception Area and lift lobby. Tiles and Floor boards</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>
8	<p><b>Tiled Kitchen Area with sink</b></p> <p>i) <b>Floors</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> <li>• Stripping &amp; polishing weekly</li> </ul> <p>ii) <b>Sink</b></p> <ul style="list-style-type: none"> <li>• Scrubbing with brush twice daily using necessary detergent and materials</li> <li>• Disinfecting twice daily including all hand touch facilities</li> </ul>
9	<p><b>Washrooms:</b></p> <p><b>Tiled floor, urinals, &amp; hand washing basins.</b></p> <p>a) Toilets (8 No.)</p> <p>b) Urinals (2 No.)</p> <p>c) Hand wash basins (ceramic) (4 No.)</p> <p>d) Scrubbing with brush twice daily using necessary detergent and material</p> <p>e) Disinfecting twice daily including all hand touch facilities</p> <p>f) Daily cleaning of floors &amp; machine scrubbing at least four times a day OR “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.</p> <p>g) Polishing &amp; stripping on weekly basis.</p> <p>h) Ensuring that floors are always dry.</p> <p><b>Sinks, toilet bowls, &amp; seat bidets:</b></p> <ul style="list-style-type: none"> <li>• Scrubbing with brush twice daily using necessary detergent and materials.</li> <li>• Disinfecting twice daily including all hand touch facilities.</li> <li>• Flush all soap dispensing units once weekly.</li> <li>• Cisterns to be cleaned once a month with due care.</li> <li>• Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly.</li> <li>• Any System failure causing leakage/spillage of water in any of the areas to be reported to the caretaker immediately.</li> </ul> <p><b>Toiletries</b></p> <ul style="list-style-type: none"> <li>• Daily supply of hand washing soap &amp; urinal naphthalene coloured balls in the urinals as and when required.</li> <li>• Supply of approximately (40) No. fine white toilet tissue paper per</li> </ul>

ITEM NO.	ITEM DESCRIPTION
	<p>week to be distributed as directed.</p> <ul style="list-style-type: none"> <li>• Daily supply of Hand wash towels (2 weekly per washroom).</li> </ul>
10	<p><b>The stair case from 10<sup>th</sup> Floor to 11<sup>th</sup> floor.</b></p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>
11	<p><b>Partition walls and ceilings</b></p> <ul style="list-style-type: none"> <li>• Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers</li> </ul>
12	<p><b>Windows, Window Latches, Grilles and Vertical blinds</b></p> <ul style="list-style-type: none"> <li>• Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with management. Where Vertical Blinds are cleaned, they are done once monthly or as agreed with Management.</li> </ul>
13	<p><b>Furniture – desks &amp; tables</b></p> <ul style="list-style-type: none"> <li>• Dusting and damp wiping once daily</li> <li>• Polishing of tables &amp; desks once daily</li> <li>• Dusting and damp wiping telephones &amp; computers once daily</li> <li>• Disinfecting telephone handset once weekly</li> </ul>
14	<p><b>Emptying of waste paper baskets and watering of potted plants/Flowers.</b></p> <ul style="list-style-type: none"> <li>• To be done daily</li> </ul>
<b>OTHER SERVICES</b>	
15	Cleaning of glass partitions, glazed aluminium casement, gypsum walling and acoustic ceilings
16	Provision and disposal of Automatic Foot peddled Sanitary Bins for Ladies Toilets – 3 No.
17	Provision of Fine White High Quality Toilet papers 40 No. per week
18	Provision of Automatic air fresheners and their dispensers and refilling them (5 No.)
19	Provision of fumigation and pest control services on quarterly basis
20	Provision of hand wash towels (2 pieces weekly per washroom)
21	<p><b>Sanitary Bins</b></p> <ul style="list-style-type: none"> <li>• Provision of Automatic Foot Peddled Sanitary bins to be disposed off twice a month or as agreed.</li> </ul>

## SECTION VII - STANDARD FORMS

### Notes on the Standard Forms

- i. **Tender Form** - 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 **(to be submitted separately with the financial Tender)**.
- ii. **Price Schedule form** – the price schedule form must similarly be completed and submitted with the Tender **(to be submitted separately with the financial Tender)**.
- iii. **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.
- iv. **Confidential Business Questionnaire Form** – This form must be completed by the Tenderer and submitted with the Tender documents **(to be submitted with the Technical Tender)**.
- v. **Tender Security Declaration Form** – When required by the Tender documents the Tenderer shall provide the Tender security either in the form included hereinafter or in another format acceptable to the Privatization Commission **(to be submitted with the Technical Tender)**.
- vi. **Performance Security Form** – The performance security form should not be completed by the Tenderer at the time of Tender preparation. **Only the successful Tenderer** will be required to provide performance security in the form provided herein or in another form acceptable to the Privatization Commission.
- vii. **Litigation History Form** – This form must be completed by all participating Tenderers at the time of preparation of the Tender **(to be submitted with the Technical Tender)**.
- viii. **Anti-Corruption Declaration Form** - This form must be completed by all participating Tenderers at the time of preparation of the Tender **(to be submitted with the Technical Tender)**.
- ix. **Attachments**
  - Appendix A: Sample letter of offer
  - Appendix B: General floor layout

**1. FORM OF TENDER (to be submitted separately with the financial Tender)**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of Privatization Commission]

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 Kshs.....  
*[total Tender amount in words and figures on **annual basis**]* 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 and details of service.
- 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 (Privatization Commission).
- 4. We agree to aTendere by this Tender for a period of *[.....number]* days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 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 \_\_\_\_\_

## 2. PRICE SCHEDULE OF SERVICES (to be submitted separately with the financial Tender)

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

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
	<b>11<sup>TH</sup> FLOOR</b>		
1.	<b>Two (2) Carpeted Conference Rooms.</b> <ul style="list-style-type: none"> <li>• Vacuum cleaning daily</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul>		
2	<b>Executive Director/CEO's Office</b> <b>Carpeted areas</b> <ul style="list-style-type: none"> <li>▪ Daily sweeping</li> <li>▪ Vacuum cleaning twice weekly</li> <li>▪ Shampooing once every month OR as need arises</li> <li>▪ Removal of stains when necessary</li> </ul>		
3	<b>Chairman's Office –</b> <b>Carpeted Areas</b> <ul style="list-style-type: none"> <li>• Daily sweeping</li> <li>• Vacuum cleaning twice weekly</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul>		
4	<b>Other offices- Carpets and Floor Boards</b> <b>i) Carpeted areas</b> <ul style="list-style-type: none"> <li>• Vacuum cleaning twice weekly</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> <li>• Daily sweeping</li> </ul> <b>ii) Areas with floor Boards</b> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>		
5	<b>Open working areas. Tiles and floor boards.</b> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>		
6	<b>Waiting Room/lounge -Carpets and Floor Boards</b> <b>i) Carpeted areas</b> <ul style="list-style-type: none"> <li>• Vacuum cleaning daily</li> <li>• Shampooing once every month or as need arises</li> <li>• Removal of stains when necessary</li> </ul>		

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
	<b>ii) Areas with floor Boards</b> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>		
7	<b>Reception Area and lift lobby. Tiles and Floor boards</b> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> </ul>		
8	<b>Tiled Kitchen Area with sink</b> <p>i) Floors</p> <ul style="list-style-type: none"> <li>• Daily sweeping and mopping using necessary detergent</li> <li>• Machine scrubbing and polishing weekly</li> <li>• Stripping &amp; polishing weekly</li> </ul> <p>ii) Sink</p> <ul style="list-style-type: none"> <li>• Scrubbing with brush twice daily using necessary detergent and materials</li> <li>• Disinfecting twice daily including all hand touch facilities</li> </ul>		
9	<b>Washrooms:</b> <b>Tiled floor, urinals, &amp; hand washing basins.</b> <p>a) Toilets (8 No.)  b) Urinals (2 No.)  c) Hand wash basins (ceramic) (4 No.)  d) Scrubbing with brush twice daily using necessary detergent and material  e) Disinfecting twice daily including all hand touch facilities  f) Daily cleaning of floors &amp; machine scrubbing at least four times a day OR "as and when required" whichever is most appropriate for the reigning circumstances using necessary detergent and materials.  i) Polishing &amp; stripping on weekly basis.  j) Ensuring that floors are always dry.</p> <p><b>Sinks, toilet bowls, &amp; seat bidets:</b></p> <ul style="list-style-type: none"> <li>• Scrubbing with brush twice daily using necessary detergent and materials.</li> <li>• Disinfecting twice daily including all hand touch facilities.</li> <li>• Flush all soap dispensing units once weekly.</li> <li>• Cisterns to be cleaned once a month with due care.</li> <li>• Door handles, push plates (main doors/cubicles) to</li> </ul>		

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
	<p>be cleaned daily and disinfected twice weekly.</p> <ul style="list-style-type: none"> <li>Any System failure causing leakage/spillage of water in any of the areas to be reported to the caretaker immediately.</li> </ul> <p><b>Toiletries</b></p> <ul style="list-style-type: none"> <li>Daily supply of hand washing soap &amp; urinal naphthalene coloured balls in the urinals as and when required.</li> <li>Supply of approximately (40) No. fine white toilet tissue paper per week to be distributed as directed.</li> <li>Daily supply of Hand wash towels (2 weekly per washroom).</li> </ul>		
10	<p><b>The stair case from 10<sup>th</sup> Floor to 11<sup>th</sup> floor.</b></p> <ul style="list-style-type: none"> <li>Daily sweeping and mopping using necessary detergent</li> <li>Machine scrubbing and polishing weekly</li> </ul>		
11	<p><b>Partition walls and ceilings</b></p> <ul style="list-style-type: none"> <li>Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers</li> </ul>		
12	<p><b>Windows, Window Latches, Grilles and Vertical blinds</b></p> <ul style="list-style-type: none"> <li>Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with management. Where Vertical Blinds are cleaned, they are done once monthly or as agreed with Management.</li> </ul>		
13	<p><b>Furniture – desks &amp; tables</b></p> <ul style="list-style-type: none"> <li>Dusting and damp wiping once daily</li> <li>Polishing of tables &amp; desks once daily</li> <li>Dusting and damp wiping telephones &amp; computers once daily</li> <li>Disinfecting telephone handset once weekly</li> </ul>		
14	<p><b>Emptying of waste paper baskets and watering of potted plants/Flowers.</b></p> <ul style="list-style-type: none"> <li>To be done daily</li> </ul>		
<b>OTHER SERVICES</b>			
15	Cleaning of glass partitions, glazed aluminium casement, gypsum walling and acoustic ceilings		
16	Provision and disposal of Automatic Foot peddled Sanitary Bins for Ladies Toilets – 3 No.		
17	Provision of Fine White High Quality Toilet papers 40 No.		

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
	per week		
18	Provision of Automatic air fresheners and their dispensers and refilling them (5 No.)		
19	Provision of fumigation and pest control services on quarterly basis		
20	Provision of hand wash towels (2 pieces weekly per washroom)		
21	<b>Sanitary Bins</b> <ul style="list-style-type: none"> <li>Provision of Automatic Foot Peddled Sanitary bins to be disposed off twice a month or as agreed.</li> </ul>		
	<b>SUB- TOTALS</b>		
	<b>16% VAT</b>		
	<b>TOTAL CONSOLIDATED COSTS (KSHS.)</b>		

Signature and Stamp of Tenderer \_\_\_\_\_

**Please Note:-**

- In case of discrepancy between unit price and total, the unit price shall prevail.
- This form should be submitted together with the Form of Tender and in an envelope separate from the one bearing the qualification and eligibility requirements.
- Tenderers are advised to make their own arrangements to visit the site and verify sizes of the various areas to determine the scope of services before quoting for the services (Not mandatory though).
- Payment shall be on monthly basis after the services have been satisfactorily offered and on submission of certified invoices.



### 3.0 TENDER SECURITY DECLARATION FORM (to be submitted with the technical Tender)

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

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

Tender No.....

To: **Privatization Commission**

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender Security Declaration.

2. We accept that we will automatically be suspended from being eligible for Tendering 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 Tender conditions, because we:

(a) have withdrawn our Tender during the period of Tender validity specified by us in the Tendering Data Sheet; or

(b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender 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 Tenderers.

3. We understand this Tender Security Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Tender Security Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of Tendering, the Tender Security 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 Tender Security Declaration]*

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

### 3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

**(Must be filled by all applicants or Tenderers' who choose to participate in this Tender and enclosed in the technical Tender submission envelope)**

<b>Name of Applicant (S)</b> .....
---------------------------------------

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business Tender at your cost.

#### **Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No. ....Location of business premises:

Country .....Physical address .....  
Town .....Building.....  
Floor.....Plot No. ....  
Street / Road .....Postal Address .....  
Postal / Country Code.....Telephone No's.....  
Fax No's. ....E-mail address .....  
Website .....  
Contact Person (Full Names) .....Direct / Mobile No's.....

Title ..... Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)  
.....

<b>(Applicable to Local suppliers only)</b> Local Authority Trading License No. .... Expiry Date ..... Value Added Tax No.....
--

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)  
.....

.....

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches ..... Tel No's. ....

**Part 2 (a) – Sole Proprietor**

Full names

.....  
Nationality..... Country of Origin.....

Company Profile .....

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....	.....	.....	.....	.....
2.....	.....	.....	.....	.....
3.....	.....	.....	.....	.....
4.....	.....	.....	.....	.....

Company Profile .....(.....)

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....	.....	.....	.....	.....
2.....	.....	.....	.....	.....
3.....	.....	.....	.....	.....
4.....	.....	.....	.....	.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other Tender by the Commission and any other public or private institutions.

Full Names .....

Signature.....

Dated this .....day of .....20.....

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

- a) .....
- b) .....
- c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of.....

In the capacity of .....

Dated this .....day of ..... 20....

Suppliers' / Company's Official Rubber Stamp.....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....20....

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (g) – Interest in the Firm:**

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No ..... (Delete as necessary) Institution .....

.....

<b>(Title)</b>	<b>(Signature)</b>	<b>(Date)</b>
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**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<b><u>Company Name</u></b>	<b><u>Country</u></b>	<b><u>Contract/ Order No.</u></b>	<b><u>Value</u></b>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

Contact person (Full Names).....

E-mail address.....

Cellphone no .....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....20.....

Suppliers' / Company's Official Rubber Stamp

.....

## 4. CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the Privatization Commission") of the one part and .....[name of Tenderer] of .....[city and country of Tenderer](hereinafter called "the Tenderer") of the other part.

WHEREAS the Privatization Commission 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) Description of the services to be performed
- (d) the Technical Specifications;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) The Privatization Commission's Notification of award.
- (h) Tenderer's acceptance letter

3. In consideration of the payments to be made by the Privatization Commission to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Privatization Commission to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Privatization Commission 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 Privatization Commission)

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

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

## 5. PERFORMANCE SECURITY FORM

To: .....

[name of the Privatization Commission]

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)*





**7. SELF-DECLARATION FORM (To be enclosed in the technical envelope).**

**ANTI-CORRUPTION DECLARATION**

We **(insert the name of the company / supplier)**-----  
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the Commission
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the Commission may have.

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

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We **(insert the name of the company / supplier)** -----  
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

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

Company Seal / Business Stamp

**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

## APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD



M/S  
P. O. Box  
Nairobi

Dear Sir/Madam,

**RE: PROVISION OF COMPREHENSIVE CLEANING, FUMIGATION AND SANITARY BIN SERVICES AS SPECIFIED**

Your Tender dated ..... amounting to Kenya Shillings ..... only for provision of Comprehensive cleaning, fumigation and sanitary bin services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (14No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 5% of the contract sum.

The duration of this contract will be for twelve (12) months from the date of commencement and the payment will be as per the Contract.

The Human Resource and Administration Manager is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**EXECUTIVE DIRECTOR/CEO**

**APPENDIX B- GENERAL FLOOR LAYOUT**

**Tenderers may visit the Commission offices to confirm details of the Floor lay out. Prior arrangements for the visit should be made with the security personnel.**

The Commission shall not be held liable for supplier's failure to verify the details of services to be provided with respect to their final Tender sum.

.....**End** .....