



**REPUBLIC OF KENYA**

**COUNTY GOVERNMENT OF LAMU**



**FOR**

**PROVISION OF CLEANING & LAND SCAPING SERVICES  
FOR THE COUNTY GOVERNMENT OF LAMU**

**TENDER NO. CGL/CLN/ONT/005/2019-2020  
(NEGOTIATION NUMBER 761815)**

**TENDER NO. CGL/CLN/ONT/005/2019-2020**

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**DATE: 5<sup>TH</sup> DECEMBER, 2019**

**SECTION I – INVITATION TO TENDER**

**Tender REF No. TENDER NO. CGL/CLN/ONT/005/2019- 2020**

**Tender name: PROVISION OF CLEANING & LAND SCAPING SERVICES FOR THE COUNTY GOVERNMENT OF LAMU.**

- 1.1 The County Government of Lamu invites sealed tenders from eligible candidates for provision of office cleaning and landscaping services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management office located at County Headquarters at MOKOWE during normal working hours or visit our website at [www.lamu.go.ke](http://www.lamu.go.ke)
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of (Kshs. 1,000.00) in cash or Bankers Cheque payable to cheque payable to **COUNTY GOVERNMENT OF LAMU, Kenya Commercial Bank – Lamu Branch, Acc NO. 1140750615 or Equity Bank – Lamu Branch Acc. No. 1590265264918** Complete set of documents can also be downloaded free of charge from our website at [www.lamu.go.ke](http://www.lamu.go.ke) or the ifmis platform at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.5 Completed tender documents are to be addressed to **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU** and should be submitted electronically through IFMIS supplier portal at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) so as to be received on or before **Thursday 19<sup>TH</sup> December, 2019 at 11.00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Supply Chain Management Office 2<sup>nd</sup> Floor in White House Located at County Headquarters at Mokowe.

For (*accounting officer, County Government of Lamu*)

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

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs. 1,000.00. For those picking hard copy tender documents from the office, otherwise its obtained free of charge from the website.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form

- ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed as stated in the tender document.
- (b) Documentary evidence established that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (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.

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 **25%** of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 15 days of receiving the request.

## 2.10 Tender Currencies

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

## 2.11 Tenderers Eligibility and Qualifications.

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

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



## 2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.12.1. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.12.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## 2.13 Format and Signing of Tender

- 2.13.1 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.
- 2.13.2 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.
- 2.13.3 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.

## 2.14 Sealing and Marking of Tenders

- 2.14.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE Thursday 19<sup>th</sup>, December, 2019 at 11.00 a.m.**"
- 2.14.2 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". —
- 2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.14.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.15 Deadline for Submission of Tenders

- 2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 1.5 not later than **Thursday 19<sup>th</sup>, December, 2019 at 11.00 a.m.**
- 2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.1, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.15.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.16 **Modification and withdrawal of tenders**

- 2.16.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.14.1. 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.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 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. .
- 2.16.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.17 **Opening of Tenders**

- 2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Thursday 19<sup>th</sup>, December, 2019 at 11.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.18 Clarification of tenders**

2.18.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.19 Preliminary Examination and Responsiveness**

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

2.19.2 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.

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

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.21, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.20 Conversion to a single currency**

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

**2.21 Evaluation and comparison of tenders.**

2.21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21

2.21.2 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.

2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.2 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;

2.21.4 Pursuant to paragraph 2.21.3 the following evaluation methods will be applied:

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

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

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

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

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

2.21.6 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.

## 2.22. Contacting the procuring entity

2.22.1 Subject to paragraph 2.22, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## 2.23 Award of Contract

### a) Post qualification

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

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

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

### b) Award Criteria

2.23.4 Subject to paragraph 2.23 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the **highest combined evaluated tender**, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.23.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action.

If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.23.6 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.

## 2.24 **Notification of award**

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

2.24.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.25. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.26, the Procuring entity will promptly notify each unsuccessful Tenderer.

## 2.25 **Signing of Contract**

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

2.25.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.25.3 The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request.

## 2.26 **Performance Security**

2.26.1 Within thirty (7) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.25 or paragraph 2.25.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest combined evaluated bidder or call for new tenders.

## 2.27 **Corrupt or Fraudulent Practices**

- 2.27.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.27.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.27.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.



## Appendix to instructions to tenderers

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

<b>Instructions to tenderers</b>	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenders
2.10	Tender Currencies
2.11	Particulars of eligibility and qualifications of tenderer's.
2.12	Validity of tenders.
2.17	Tender opening <b>Thursday 19<sup>th</sup> December 2019 at 11.00 a.m.</b>
2.23	Particulars of award of the contract
2.26	Particulars of performance security if applicable
Site Visit	<i>Voluntary site visit on Tuesday 10<sup>th</sup> December, 2019 at 10.00 a.m. (All interested eligible bidders to assemble at the County Headquarters).</i>

**SECTION III GENERAL CONDITIONS OF CONTRACT**

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

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

### 3.5 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.1 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.3 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

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

### **3.7 Payment**

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

### **3.8 Prices**

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

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

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

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.13 Resolution of disputes**

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

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that it's 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**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Inspections & Tests
3.8	Prices
3.9	Assignment
3.14	Governing Language.
3.17	Notices



## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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## SECTION VI – DESCRIPTION OF SERVICES

### SCHEDULE “A”

#### SPECIFICATION FOR CLEANING SERVICES

Areas to be covered include **MOKOWE COUNTY HEADQUARTERS, WARDS OFFICES, SUB-COUNTY OFFICES**. This will include the Offices, corridors with carpets and the toilets inside and outside the offices. The scope of work includes (but not limited to) the following: -

NO	ITEM DESCRIPTION	FREQUENCY	CLEANERS REQUIRED	AREA COVERAGE IN SQUARE MTS.	UNIT PRICE IN KSHS PER CLEANER	TOTAL PRICE IN KSHS PER MONTH (Incl VAT)
1A	GOVERNORS OFFICES MOKOWE (WHITE HOUSE).  1 <sup>st</sup> Floor 2 <sup>nd</sup> Floor 3 <sup>rd</sup> Floor  (i) WASHROOMS: (a) Floor mopping and polishing where appropriate, scrubbing, disinfecting, waxing attending to plumbing fittings such as WCs, wash hand basins, sinks, urinals, chimneys, mirrors etc.	Daily	15	805sq mt x 3  2415 SQ MTS		
(ii)	CORRIDORS AND OFFICES: (a) General and thorough cleaning including but not limited to dusting, sweeping, removing marks, stains and cobwebs.	Daily		920sq ft		
(iii)	DUSTBIN: (a) Collect and dispose	As necessary		Item		

	garbage as appropriate. Provisions of bins,					
(iv)	<p><b>INSIDE OFFICES (Walls, Partitions, Ceilings and Non carpeted floors).</b></p> <p>(a) General and thorough cleaning including but not limited to dusting, removing marks and stains on glass/aluminum wall partitions, masonry doors and windows, attending to window blinds and removal of cobwebs etc.</p> <p>(b) Dusting of flower containers are deemed included.</p>	Daily				
		Daily		Item		
(V)	<p><b>FUMIGATION:</b></p> <p>(a) Provide fumigation services on eradicated cockroaches, bats, snakes, ants and other crawling rodents inside the entire offices as required.</p>	Quarterly		Item		
2 B	<p><b>PUBLIC SERVICE MANAGEMENT &amp; ADMINISTRATION BLOCK B – BLUE HOUSE MOKOWE</b></p> <p>(Works as indicated above)</p>	Daily	4	875 SQ MTS		

2 C	WARD ADMINISTRATION OFFICES (10 WARDS) LAMU COUNTY WARDS	FREQUENCY	CLEANERS REQUIRED	AREA IN SQ MTRS	UNIT PRICE IN KSHS PER CLEANER	TOTAL PRICE IN KSHS PER MONTH
I	HONGWE WARD	Daily	2	105 sq Mts		
ii	KIUNGA WARD	Daily	2	105 sq Mts		
iii	BAHARI WARD	Daily	2	105sq Mts		
iv	WITU WARD	Daily	2	105sq Mts		
V	MKOMANI WARD	Daily	2	105sq Mts		
Vi	SHELA WARD	Daily	2	105sq Mts		
Vii	FAZA WARD	Daily	2	105sq Mts		
viii	MKUNUMBI WARD	Daily	2	105sq Mts		
ix	HINDI WARD	Daily	2	105sq Mts		
X	BASUBA WARD	Daily	2	105sq Mts		

### **WASHROOMS (Inside offices and outside offices)**

- Thorough cleaning using appropriate detergents and chemicals on toilet basins, sinks, taps, mirrors, windows, doors, walls and floors and any other fittings.
- The toilet basins, sinks and urinals including flash and taps to be disinfected at least twice a day. Air fresheners and urinal balls to be placed in toilets and urinals to maintain a constant freshness in these areas.
- Stripping, mopping and polishing of floor as appropriate.
- Any marks on the mirrors to be constantly removed.

NB: These are washrooms inside the offices and not the common washrooms.

### **CORRIDORS IN SAME FLOORS**

- Sweeping, buffing, stripping, mopping and polishing of Terrazzo/PVC / ceramic/wooden floors as appropriate.

- Carpeted areas to be hovered daily and shampooed as and when necessary.
- Handrails, doors, windows, walls, light fittings etc to be kept spotless clean all the time.
- Glass windows/doors to be devoid of any marks
- All furniture fittings in common areas like the reception areas to be cleaned daily and to be kept shiny through polishing.

**DUSTBINS**

- Dustbins placed in common areas will be emptied at least twice a day and the waste dumped in the incinerator compound.
- Continuously ensure that the incinerator compound is kept clean and the trash burnt “*as and when*” necessary.

**INSIDE OFFICES**

- Carpeted areas to be hovered daily and shampooed as and when necessary
- Sweeping, buffing, stripping, mopping and polishing of Terrazzo/PVC / ceramic/wooden floors as appropriate.
- Glass windows/doors to be devoid of any marks
- All furniture fittings inside the offices and in common areas like the reception areas to be cleaned daily kept shiny through polishing.
- Computers, printers, photocopiers and other electronics to be wiped daily and kept free from dust.
- Curtains to be cleaned quarterly.

**NB: This should be done using the appropriate detergents/chemicals and materials to avoid any reaction.**

Tenderers Name -----

Authorized signature-----

Stamp-----

Date-----

**REMARKS**

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The quotation should include corridors, curtains/blinds, reception area and toilets where applicable in each floor.
- The cleaning services will require the application of the right chemicals and detergents and utilizing the appropriate equipment, skilled and adequate staff.
- The payments will be made on monthly basis after performance of the service.
- Staff deployed to these cleaning services should be labeled in uniforms and have protective clothing.

It is advisable to visit the site and obtain all the necessary information before quoting.

## **A COUNTY GOVERNMENT OF LAMU OFFICES**

### **1. Schedule of Work**

Personnel are to begin cleaning as early as 6.00 am so as to complete the cleaning by 7.30 am when members of staff report to work. General cleaning should continue throughout the day.

### **2. Handling of Keys**

Your personnel shall be allowed access to the offices for cleaning purposes. Thereafter, the offices should be locked and keys handed over to the respective Personnel in – charge. Your personnel shall be held liable for any loss or damage of Company property if proved that it was as a result of negligence by your Staff.

### **3 Worker Standards**

Provide enough workers to carry out cleaning duties. All your workers must observe standards acceptable to the County. They should all be dressed in uniform at all times and have in their possession identification badges. You are also required to brief them adequately to observe good Public Relations and Customer Care.

### **4. Scope of Works**

#### **(i) PVC/Ceramic floor areas**

- All floors to be swept and mopped daily.

- All floor areas to be polished and buffed on a daily basis.

**(ii) *Furniture & Equipment***

- Desks are to be dusted every morning and any stains noted are to be removed.
- Filing Cabinets and Computers are to be dusted daily.
- Telephone heads are to be disinfected once a week but dusted daily.
- Cleaning / dusting of florescent tubes inclusive of housing and case.

**(iii) *Dusting/Waste Paper Basket***

- These must be emptied at least once a day in the offices and twice a day in common areas / receptions.

**(iv) *Internal Windows/Glass) panels***

- These must be wiped and shined daily. All efforts should be put to reach all parts of such windows.

**(v) *Curtains***

- Vertical blinds must be vacuum cleaned quarterly

**(vi) *Floor Mat***

- All door Mats should be cleaned daily.

**(vii) *Upholstery and Seats***

- Ensure shampooing of fabric / velvet covered furniture to be done quarterly or whenever required.
- Apply leather care cream to all leather upholstered furniture once a month.

**(viii) *Restricted Areas***

- To be cleaned in the presence of an Officer / Caretaker.
- This should not inhibit the frequency and manner of cleaning and therefore all necessary arrangements must be made to ensure that the same are not interfered with.

**5. Cleaning Equipment and Materials**

This shall be your responsibility in the procurement, transport, storages and use. The correct quantities and quality are to be used so as to ensure efficient and uninterrupted performance of duty.

**6 Landscaping**

All the areas at the backside and front side of the County offices should be landscaped and routinely maintained, ensure that grass is planted and should be nicely cut and well taken care off, also ensure that flowers are planted and well done and that the old ones are removed and replaced with new ones.

**B COUNTY GOVERNMENT – COMMON AREAS**

**1. *This area refers to all common facilities within the entire County Government of Lamu.***

(i) Clean by washing with good quality and adequate detergent on all common areas, i.e. corridors, lavatories, main entrance and all common areas of the building including the roof top at least once everyday

(ii) The washroom shall be cleaned thoroughly and disinfected daily. Cleaning of the washroom shall be at least twice i.e. in the morning: 6:45 am - 7:45 am. and between 12:15 pm. and 2:00 pm and whenever need arises for extra urgent cleaning.

(iii) Wash with good detergent all floors and degrease oil stains at least twice a week. Sweeping is to be done daily and whenever need arises for extra cleaning/sweeping.

(iv) Scrub with hard brush/broom and soap all the above areas (walls and floors) once a week (i.e. major thorough cleaning).

(v) Polish the floors and all wooden surfaces in the above areas once a month.

**2. *Supply and deliver bales of good quality toilet paper (velvex white every week).***

**3. (i)** Supply and place sufficient quantity of Zalpon cream in all the Zalpon Soap dispensers at all time.

(ii) Supply and place sufficient mothballs in all the urinals, to be changed every two weeks.



4. (i) Clean and shine the panes of all windows of all Headquarter and ensure panes that may require attention, any other time are attended immediately the need arises.

(ii) Thorough cleaning on Saturdays, as well as when called upon to do extra works.

#### **5. Cleaning Staff**

(i) Provide enough personnel to carry out the cleaning duties. A Supervisor and your cleaning staff should be stationed at County Offices at all times between 6.00 a.m and 6.00p.m every working day for immediate cleaning, sweeping and washing and in particular for the purpose of keeping clean the hand wash basins, lavatories, window panes and refuse chute opening on each floor.

(ii) The cleaning staff shall be efficient, clean, sober, honest and in smart uniform. They are to ensure that all the furniture fittings and fixture are not damaged in the course of cleaning and the contractor should be ready to accept liability and indemnify the landlord against any claim, expenses or losses in respect of injury or death of any person damage to any property caused or arises in the cause of carrying out the cleaning duties.

(iii) Maintain or cause to be maintained at the contractor's expenses such insurance as may be necessary to cover any liability.

(iv) The Supervisor shall report to the PSM office for any fault detected in the common areas, especially toilets and windows every morning at 8.00 a. m .

#### **Landscaping;**

- The landscaping will be done on the backside and front area of the office near the car park also at the blue house, the contractor will plant flowers and ensure that they are well taken care of. Landscaping is to be done on the open areas adjacent to the offices (both white house and blue house, this will involve planting of flowers. Environment has to be maintained always to acceptable levels.

- The contractor shall ensure grass is planted on the terraces and maintained to look healthy at all times

- The contractor shall also ensure that the compound around the parking area is clean and devoid of debris and place flower pots which are neatly and attractively around the compound, also ensure that flowers are well done and that always old flowers are removed and replaced with new ones.

NO	ITEM DESCRIPTION	FREQUENCY	REQUIRED CLEANERS	AREA COVERAGE IN SQUARE MTS.	UNIT PRICE IN KSHS PER CLEANER	TOTAL PRICE IN KSHS PER MONTH(incl of VAT)
1A	GOVERNORS OFFICES MOKOWE-BLOCK A (WHITE HOUSE).including corridors and offices, toilets, dustbins, Fumigations  1 <sup>st</sup> Floor 2 <sup>nd</sup> Floor 3 <sup>rd</sup> Floor	Daily	15	805sq mt x 3  2415 SQ MTS		
1 B	PUBLIC SERVICE MANAGEMENT &ADMINISTRATION BLOCK B – BLUE HOUSE MOKOWE (Works as indicated above)	Daily	4	875 SQ MTS		
1 C	<b>LAMU COUNTY WARDS</b>					
I	HONGWE WARD	Daily	2	105 sq Mts		
ii	KIUNGA WARD	Daily	2	105 sq Mts		
iii	BAHARI WARD	Daily	2	105sq Mts		
iv	WITU WARD	Daily	2	105sq Mts		
v	MKOMANI WARD	Daily	2	105sq Mts		
vi	SHELA WARD	Daily	2	105sq Mts		
Vii	FAZA WARD	Daily	2	105sq Mts		
viii	MKUNUMBI WARD	Daily	2	105sq Mts		
ix	HINDI WARD	Daily	2	105sq Mts		
X	BASUBA WARD	Daily	2	105sq Mts		

## EVALUATION CRITERIAL

### PART A (PRELIMINARY/ MANDATORY REQUIREMENTS)

PARTICULARS OF TENDERING COMPANY ( MANDATORY)		Yes	No
1) Must submit a copy of Certificate of Incorporation. 2) Must submit a valid copy of Current Tax Compliant Certificate. 3) Must submit a copy of Certificate of registration as Women or youth from National Treasury. 4) Must submit a dully filled up Confidential Business Questionnaire in the format provided. 5) Must fill the form of tender in the format provided. 6) Must fill and complete tender securing declaration form provided. 7) Must attach a site visit certificate. 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.			
<b>PART B – TECHNICAL EVALUATION</b>			
Prove of experience in cleaning services.	<ul style="list-style-type: none"> <li>• 3 years and above = 10 marks</li> <li>• Others prorated at ;</li> </ul> $\frac{\text{Number of years} \times 10}{3}$	<b>10 Marks</b>	
Provide a list of clients and references to which the company has done similar services in the last 2 years.	<ul style="list-style-type: none"> <li>• 3 clients &amp; above with reference letters from the clients = 20 marks.</li> <li>• Others prorated at;</li> </ul> $\frac{\text{Number of Clients} \times 20}{3}$	<b>20 Marks</b>	
Financial strength – Provide financial statements for the last current two years, and letter from bank. (2016 & 2017).	<ul style="list-style-type: none"> <li>• Two year financial statement and letter from bank – <b>10 marks.</b></li> <li>• Positive financial performance ( <i>Ability to generate profits</i>) (<b>4 Marks</b>)</li> </ul> Indicate your credit period ( <i>Maximum of 6 Marks</i> ) <ul style="list-style-type: none"> <li>• <i>Less than 30 days (0 Marks).</i></li> <li>• <i>30 days to 90 days (3 Marks).</i></li> <li>• <i>More than 90 days ( Full 6 Marks</i></li> </ul>	<b>20 Marks</b>	
Cleaning equipment and accessories owned by the firm and to be directly assigned to the County during the contract period.	<ul style="list-style-type: none"> <li>• Provide details/ list of at least five (5) equipment and accessories and explain what and where they will be used. (<b>2 marks for each</b>).</li> </ul>	<b>10 marks</b>	
Detergents/ Chemicals to be used for cleaning.	<ul style="list-style-type: none"> <li>• Provide list of detergents/ chemicals that will be used for cleaning.</li> </ul>	<b>10 Marks.</b>	
Work program/ Operation plan/ Schedule of Cleaning.	<ul style="list-style-type: none"> <li>• Provide details of work program or a schedule showing how you intend to do the work.</li> </ul>	<b>10 marks</b>	
Totals Scores		<b>80 Marks</b>	

Only Bidders who score 70 % and above will be subjected to financial evaluation where the contract shall be awarded to the highest combined scorer based on the formula provided below. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.	
---	--

**NOTE:** Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 60% will be disqualified at this stage. Award will be given to the highest combined scorer.

### **Financial Evaluation**

The financial evaluation shall comprise 20% of the total marks

The formulae for determining the financial score (SF) shall be as follows;

$$SF = 20 FM/F$$

Where: SF is the financial score

FM is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%. The bidder with the highest technical and financial score shall be awarded the tender.

Award shall be done to the highest combined scorer based on the above provided formula. You may undertake a site visit to familiarize with the area that you don't have clear information before you quote.

**SECTION VI - STANDARD FORMS**

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1. Form of tender .....32  
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5. Tender security form.....36  
6. Performance security form.....37  
7. Bank guarantee for advance payment.....38  
8. Letter of Notification of award.....39

**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No's..... *[Insert numbers,*  
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.  
*[Description of services]*  
in conformity with the said tender documents for the sum of  
..... *[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]*..... days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

**PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price  EXW per item  (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_20\_\_\_ between..... [Name of procurement entity] of ..... [Country of Procurement entity](Hereinafter called “the Procuring entity”) of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares..... [Brief description of service] 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) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

In the presence of\_\_\_\_\_.



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 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.

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

	<b>Part 2 (a) – Sole Proprietor</b>																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																									
	<b>Part 2 (b) – Partnership</b>																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
	Name	Nationality	Citizenship details	Shares																						
1.	.....	.....	.....	.....																						
2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						
	<b>Part 2 (c) – Registered Company</b>																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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1.	.....	.....	.....	.....																						
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3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						
	Date.....Signature of Candidate.....																									

**TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

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

[Name and/or description of the services]

(Hereinafter called “the Tenderer”).....

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

Of.....having registered office at

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

[Name of procuring entity](Hereinafter called “the procuring entity”) in the sum of .....

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

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

Supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[Amount of the guarantee in words and figures],*

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 14 days of the date of this letter but not earlier than 7 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
2. etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day  
of .....20.....

**SIGNED**

**Board Secretary**

**TENDER-SECURING DECLARATION FORM**

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

Date: ..... of Bid Submission]

Tender No.: [.....

To: [County Government of Lamu

We, the undersigned, declare that:

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

Signed:.....

Capacity / title (director or partner or sole proprietor etc.) .....

Name: .....

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

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

**FIFTH SCHEDULE**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of  
..... in the Republic of ----- do hereby make a statement as  
follows:-

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

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

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

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



**FORM SD2**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of  
..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of  
**Tender No.** ..... for .....(insert tender title/description) for  
.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

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

Bidder's Official Stamp