



COUNTY ASSEMBLY OF BUNGOMA

TENDER DOCUMENT

FOR

PROVISION OF CLEANING SERVICES

TENDER NO. CA/BGM/OT/20/2020/2021.

IFMIS NEGOTIATION NUMBER: 843852-2020/2021

RESERVED FOR BUNGOMA COUNTY RESIDENTS

SUBMISSION DEADLINE:

Thursday 28th January, 2021

JANUARY, 2021.

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SECTION I – INVITATION TO TENDER

DATE: 21st JANUARY, 2020

TENDER NO. CA/BGM OT/20/2020/2021.

IFMIS NEGOTIATION NUMBER: 843852-2020/2021

TENDER DESCRIPTION: PROVISION OF CLEANING SERVICES

The County Assembly of Bungoma invites Tenders from eligible bidders for the **provision of cleaning services reserved for Bungoma County Residents** as detailed in the Schedule of requirements and Tender Form. Interested Service Providers may obtain the tender documents by downloading from the **County Assembly of Bungoma Website; www.bungomaassembly.go.ke or Public Procurement Information Portal: <https://tenders.go.ke/> IFMIS tender portal www.supplier.treasury.go.ke, free of charge.**

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

There will be **a mandatory site visit** on Monday 25th January, 2021 starting 11.00 A.M at Bungoma County Assembly offices.

The tenderer shall furnish, as part of its tender, a tender security of **Kshs. 100,000**. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company approved by Public Procurement Regulatory Authority (PPRA).

Duly filled tender documents, in **PDF FILE FORMAT** should be submitted electronically through the **IFMIS Supplier Portal www.supplier.treasury.go.ke** so as to be received on or before **Thursday, 28th January, 2021**

Opening of tenders/bids will take place immediately thereafter at **Committee Room 1** in the presence of tenderers/representatives who may wish to attend.

NOTE:

- i) Bidders who may experience challenge in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Help desk Telephone number: 0800721477/0204801801 at the treasury or contact procurement office at the County Assembly of Bungoma for assistance during normal working hours. (Monday –Friday 8:00 A.M-5:00 P.M)
- ii) Failure to fill mandatory standard forms will lead to disqualification of the bid(s)

Manual submissions will **NOT** be accepted. All tenders must be submitted through IFMIS platform

J.K.O MOSONGO
CLERK COUNTY ASSEMBLY OF BUNGOMA

SECTION II - INSTRUCTIONS TO TENDERERS.

2.1. Eligible Tenderers

2.1.1 This Invitation to tender is open (residents of Bungoma County) to all tenderers eligible as described in the invitation to tender. Successful tenderers shall provide the cleaning services for one year from the date of signing the contract (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The County Assembly 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 Service Providers) 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 County Assembly of Bungoma 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 County Assembly of Bungoma, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2.2.2. The tender document shall be downloaded from the County website **www.bungomaassembly.go.ke** or **Public Procurement Information portal: <https://tenders.go.ke>** **Free of Charge /IFMIS tender portal www.supplier.treasury.go.ke.**

2.2.3. The County Assembly of Bungoma allows the tender document to be viewed free of charge from the above indicated websites before submission.

2.3. Contents of Tender Documents

2.3.1. The tender document comprises of the documents listed below and any 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). Contract form
- vii). Confidential business questionnaire form
- ix). Tender cleaning form
- x). Performance cleaning form
- xi). 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 County Assembly of Bungoma in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The County Assembly of Bungoma will respond in writing to any request for clarification of the tender documents, which it receives not later than Seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the County Assembly 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 County Assembly of Bungoma 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 County Assembly of Bungoma, 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 County Assembly of Bungoma, at its discretion, may extend the deadline for the submission of tenders.

2.6. Language of Tender Documents

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 County Assembly of Bungoma, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Tender cleaning furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

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

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

2.9.6. Price variation requests shall be processed by the County Assembly of Bungoma within 30 days of receiving the request.

2.10. Tender Currencies

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

2.11. Tenderers Eligibility and Qualifications.

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

2.11.2. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the County Assembly of Bungoma'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 of **Kshs 100,000**

2.12.2. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company approved by PPRA.

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

2.12.4. The tender security is required to protect the County Assembly of Bungoma against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.5. 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 guarantees.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

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

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

2.12.8. The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance cleaning, pursuant to paragraph 2.27.

2.12.9. The tender security may be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

b) In the case of a successful tenderer, if the tenderer fails:

i). to sign the contract in accordance with paragraph 30

or

ii). to furnish performance security in accordance with paragraph 31.

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

2.13. Validity of Tenders

2.13.1. Tenders shall remain valid for 120 days or as specified in the invitation to tender after the date of tender opening prescribed by the County Assembly of Bungoma, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Assembly of Bungoma as non-responsive.

2.13.2. In exceptional circumstances, the County Assembly of Bungoma 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 cleaning provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender cleaning. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tender

2.14.1. The tenderer shall prepare the tender document and submit it in its original format. The tender document should not be mutilated and submission should be done in PDF format,

2.14.2. 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 amended printed literature, shall be initialled by the person or persons signing the tender.

2.14.3. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

2.15. Sealing and Marking of Tenders

Tender documents to be submitted through the **IFMIS tender portal www.supplier.treasury.go.ke**

2.16. Deadline for Submission of Tenders

2.16.1. Tenders must be received by the County Assembly of Bungoma at the website specified under invitation to tender not later than **Thursday, 28th January, 2021**

2.16.2. The County Assembly of Bungoma may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the County Assembly of Bungoma and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 is received by the County Assembly of Bungoma 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 cleaning, pursuant to paragraph 2.12.7.

2.17.5. The County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma will open all tenders in the presence of tenderers' representatives who choose to attend immediately **Thursday, 28th January 2021** the IFMIS Portal at the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3. The County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20. Preliminary Examination and Responsiveness

2.20.1. The County Assembly of Bungoma 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 not be corrected. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject for of correction, adjustment or amendment in any way by any person or entity.

2.20.3. The County Assembly of Bungoma 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 22, the County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma 's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

a) Operational Plan.

The County Assembly of Bungoma requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to longer than the County Assembly of Bungoma '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 County Assembly of Bungoma 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 County Assembly of Bungoma.

2.23.1. Subject to paragraph 2.19, no tenderer shall contact the County Assembly of Bungoma 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 County Assembly of Bungoma in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24. Award of Contract

2.24.1. Post qualification.

a) In the absence of pre-qualification, the County Assembly of Bungoma 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.

b) 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 County Assembly of Bungoma deems necessary and appropriate.

c) 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 County Assembly of Bungoma will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer 's capabilities to perform satisfactorily.

2.24.2. Award Criteria

a) Subject to paragraph 2.22 the County Assembly of Bungoma 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.

b) The County Assembly of Bungoma 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 County Assembly of Bungoma determines that none of the tenderers is responsive; the County Assembly of Bungoma shall notify each tenderer who submitted a tender.

c) 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 County Assembly of Bungoma 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 County Assembly of Bungoma pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3. Upon the successful Tenderer 's furnishing of the performance cleaning pursuant to paragraph 31, the County Assembly of Bungoma will promptly notify each unsuccessful Tenderer and will discharge its tender cleaning, pursuant to paragraph 2.12.

2.26. Signing of Contract

2.26.1. At the same time as the County Assembly of Bungoma notifies the successful tenderer that its tender has been accepted, the County Assembly of Bungoma will simultaneously inform the other tenderers that their tenders were not successful.

2.26.2. Within fourteen (14) days of receipt of the notification of award, the successful tenderer shall sign and date the contract and return it to the County Assembly of Bungoma.

2.26.3. The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.27. Performance Security

2.27.1. Upon receipt of notification of award from the County Assembly of Bungoma, 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 County Assembly of Bungoma.

2.27.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Assembly of Bungoma may make the award to the next lowest evaluated or call for new tenders.

2.28. Corrupt or Fraudulent Practices

2.28.1. The County Assembly of Bungoma 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 County Assembly of Bungoma will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to Instructions to Tenderers.

The following information for procurement of cleaning 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.

TD Instructions {Clause}	Particulars of Appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: The tender is open to eligible Registered Cleaning Service Providers (Bungoma County Residents) .
	Tender document shall be downloaded free of charge from the County's Assembly websites: www.bungomaassembly.go.ke or public procurement information portal: https://tenders.go.ke/IFMIS tender portal www.supplier.treasury.go.ke
	Form of Tender security: Applicable The amount of tender security is Kshs. 100,000 in the form of a Guarantee issued by a Bank or Insurance Company approved by PPRA. The tender security shall remain valid for 120 days
	Validity of Tenders: Tenders Shall remain valid for 120 days
	Tenderer to submit the tender document in its original format. The tenderer should not mutilate the document and submission shall be done in PDF format to IFMIS tender portal www.supplier.treasury.go.ke
	The tender opening date is on Thursday, 28th January 2021
	Particulars of Performance security if applicable. N/A

2.22 Evaluation Criteria

a) Mandatory Requirements (MR)

No	Mandatory Requirements	Responsive or Not Responsive
1	Must attach a copy of certificate of Registration / Incorporation	
2	Must attach a copy of Valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA).	
3	Duly filled signed and stamped form of tender	
4	Tender security of KSHS. 100,000 in the form of a Guarantee issued by a reputable Bank or Insurance companies approved by PPRA	
5	Duly filled, signed and stamped price schedule provided	
6	Duly filled, signed and stamped self-declaration form that the person/ tenderer will not engage in any corrupt or fraudulent practice.	
7	Duly filled, signed and stamped self-declaration form that the person/ tenderer/firm is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015.	
8	Duly filled, signed and stamped Confidential Business Questionnaire in format provided.	
9	Attach a Copy of CR12 certificate for limited companies accompanied by copies of ID's or passport for the directors/copy of ID's for Business Name/enterprise	
10	Attach a copy of Valid NSSF compliance certificate	
11	Attach a copy of Valid NHIF compliance certificate	
12	Must submit a declaration that the service provider shall comply with the minimum wage regulations.	
13.	Attach a valid copy of single business permit/license(SBP)	
14.	Dully filled, signed and stamped site survey form	
15.	All pages of the tender document MUST be serialized in ascending order (pg 1,2,3.... n; where n is the last page)	

NB: 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) Technical Evaluation

This section (Technical Evaluation) will carry a total of **100 marks**.

	Parameter Description	Score (100 Marks)
1.	<p>Personnel: Attach copies of academic certificates and curriculum vitae (CV's) of Directors, Supervisor and other key staff. Provide CV'S and academic certificates of key personnel/ staff.</p> <ul style="list-style-type: none"> • Director(at least a diploma in management or its equivalent (5 marks) • Supervisor (at least a diploma in management or its equivalent (5 marks) • other key staff (5 marks) 	15Marks
2	<p>Experience Provide the specific experience of the firm in providing cleaning services for at least four (4) firms. Provide:</p> <ul style="list-style-type: none"> <input type="checkbox"/> clients names, addresses and contact person(2MKS for each) <input type="checkbox"/> A certified copy of the contract agreement/ LSO for each site/client(3MKS for each) <p>NB: The above copies L.S.O /contract agreement of documents must be certified by respective institutions.</p>	20 Marks
3	<p>Relevant Tools, Equipment and consumables</p> <ul style="list-style-type: none"> • List of equipment you own for this assignment e.g. Hooving machines, scrubbing machines, squeezers, sucker, Vacuum cleaner etc. (attach ownership evidence i.e. purchase receipts, Delivery notes/invoices and if leased attach lease agreement) 10 relevant tools @ 1points • List of detergent, chemicals and other appropriate, chemical and other appropriate consumables for the contract (Max. 10No. each 0.5 points– 5 mks) • List of personal protective equipment (Uniform, protective shoes, gloves etc. Max. 5NO (attach ownership evidence i.e. purchase, receipts, Delivery notes/invoices) – 5mks) 	20Marks
4	<p>Detailed Work Program / Operation Plan / Schedule of Cleaning The bidder should outline a detailed work methodology indicating but not limited to: (a) Work plan</p>	15Marks

	<p>(b) Number of staff to be deployed and their specific tasks.</p> <p>(c) Staff welfare plans including remittance, salary etc.</p> <p>(d) Supervisory details.</p> <p>(e) Insurance arrangements.</p> <p>(f) Monthly reports to be submitted to the client(suggest payment preferences)</p> <p>(g) Schedule of cleaning</p> <p>Any other relevant information required by the client</p>	
5	<p>Proof of compliance with government minimum Wage guidelines (Attach Cleaning payment schedules for the last three months or copy of pay slips.) (5Marks)</p> <p>Evidence attached5</p> <p>Evidence not attached.....0</p>	5Marks
5	<p>Financial Strength; Submit</p> <p>1) Certified Audited Accounts for the last three years 2019,2018 and 2017 (15marks)</p> <p>2) Line of Credit letter from a bank(5Marks)</p>	15Marks
7	<p>HEAD OFFICE-Proof of physical location/address of head office {attach copy of the lease/rental agreement or ownership documents and utility bills bearing firm's name.</p>	5Marks
8	<p>INCLUSIVITY -Evidence of involvement of the youths/women/persons with disability in the Contracted areas</p>	5Marks
	Grand total	100 Marks

NB:

Bidders shall be required to obtain a minimum of 70% of the Marks at the Technical Evaluation to proceed to Financial Evaluation stage. Bidders who score below 70% of the marks will be eliminated at this stage and will not be considered further.

c) Financial Evaluation

The errors will not be corrected but will lead to disqualification of the bidder

	<p>Award Criteria:</p> <p>i). The Lowest Financial Evaluated Bid amongst the bidders with score of 70% and above is to be recommended for award subject to clause ((ii) below</p> <p>ii). Due diligence/ Post qualification</p> <p>The tender evaluation committee shall carry out due diligence on the bidder’s attributes before making the final recommendation for award County Assembly of Bungoma will inspect the premises and interview management to confirm all this information given Award will be made to the bidder with the lowest evaluated tender price indicated/captured in the form of tender In the event of a tie in the lowest evaluated tender price, then the tenderer whose technical score is higher will be recommended for award.</p>								
	<p>The table below summarizes the overall evaluation process and the proposed weighting of each stage.</p> <table border="1" data-bbox="405 1055 1297 1359"> <thead> <tr> <th data-bbox="405 1055 850 1104">Area</th> <th data-bbox="850 1055 1297 1104">Rating/Marks/scores</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 1104 850 1261">Preliminary Evaluation{ Compliance Evaluation }</td> <td data-bbox="850 1104 1297 1261">Elimination</td> </tr> <tr> <td data-bbox="405 1261 850 1310">Technical Evaluation</td> <td data-bbox="850 1261 1297 1310">70% Pass Mark</td> </tr> <tr> <td data-bbox="405 1310 850 1359">Financial Evaluation</td> <td data-bbox="850 1310 1297 1359">Lowest evaluated price.</td> </tr> </tbody> </table>	Area	Rating/Marks/scores	Preliminary Evaluation{ Compliance Evaluation }	Elimination	Technical Evaluation	70% Pass Mark	Financial Evaluation	Lowest evaluated price.
Area	Rating/Marks/scores								
Preliminary Evaluation{ Compliance Evaluation }	Elimination								
Technical Evaluation	70% Pass Mark								
Financial Evaluation	Lowest evaluated price.								

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 Public Procurement Authority 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 roper performance of its contractual obligations.
- c) **“The services”** means services to be provided by the Service Provider including materials and incidentals which the tenderer is required to provide to the County Assembly of Bungoma under the Contract.
- d) **“The procuring entity”** means the organization sourcing for the services under this Contract.
- e) **“The Service Provider”** 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) **“Days”** are calendar days
- i) **“Months”** are calendar months.
- j) **“Equipment”** is the Service Provider’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k) **“Site”** means the place or places where the Services are to be carried out.
- l) **“CAB’s Representative”** is the person appointed by the Employer and notified to the Service Provider for the purpose of supervision of the Services.
- m) **“Specification”** means the Specification of the Services included in the Contract.
- n) **“Agreement”** means this Agreement made between County Assembly of Bungoma and the Service Provider including the First and second schedules and to another document forming the Agreement
- o) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p) **“Party”** means either County Assembly of Bungoma or the Service Provider.
- q) **“Both Parties”** means County Assembly of Bungoma and the Service Provider.

- r) **“Rates”** means the costs and charges of the services the Service Provider shall provide to County Assembly of Bungoma; as provided for in the Second Schedule of this Agreement;
- s) **“Cleaning Services”** means the services that will be provided to County Assembly of Bungoma by the cleaning Company pursuant to this Agreement and includes any additional or incidental services that may be requested by County Assembly of Bungoma from time to time.
- t) **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Service Provider to County Assembly of Bungoma as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.

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

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

3.4 Patents Rights

The tenderer shall indemnify the County Assembly of Bungoma 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 Upon receipt of the notification of award, the successful tenderer shall furnish the County Assembly of Bungoma 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 County Assembly of Bungoma 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 County Assembly of Bungoma and shall be in the form of:

- a) Cash.
- b) A bank guarantees.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

3.5.4 The performance cleaning will be discharged by the County Assembly of Bungoma 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 County Assembly of Bungoma or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The County Assembly of Bungoma 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 sub Service Provider(s). If conducted on the premises of the tenderer or its sub-Service Provider(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Assembly of Bungoma.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the County Assembly of Bungoma 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 County Assembly of Bungoma.

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 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the County Assembly of Bungoma that services have been offered.

3.8 Prices

3.8.1 Prices charged by the Service Provider for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the Authority'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 County Assembly of Bungoma's prior written consent.

3.10 Termination for Default

3.10.1 County Assembly of Bungoma 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 County Assembly of Bungoma.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the County Assembly of Bungoma has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the County Assembly of Bungoma 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 County Assembly of Bungoma for any excess costs for such similar services.

3.11 Termination of Insolvency

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

3.12 Termination for Inconvenience

3.12.1 The County Assembly of Bungoma by written notice sent to the Service Provider 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 County Assembly of Bungoma convenience, the extent to which performance of the Service Provider 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 County Assembly of Bungoma may decide to cancel the services and pay to the Service Provider on agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The County Assembly of Bungoma's and the Service Provider 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 Service Provider shall not be liable for forfeiture of its performance cleaning, 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.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT.

4.1 These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the General Conditions of Contract (GCC) and the Special Condition of Contract (SCC), the provision herein shall prevail and supersede over those in the General Conditions of Contract.

4.2 Contract Documents

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Service Providers Tender Document

4.3 Employer's Representative's Decisions

4.3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Service Provider in the role representing the Employer.

4.4 Instructions

4.4.1 The Service Provider shall carry out all instructions of the County Assembly of Bungoma's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Service Provider shall as soon as possible after such instructions have been made be confirmed in writing by the County Assembly of Bungoma's Representative.

4.5 Duration of Contract

4.6.1 The resulting contract/Agreement shall be for one year (12) months unless and until determined under the provisions of this Agreement.

The period of the contract may be further extended provided that the requirement of the service persists at that time. The County Assembly of Bungoma, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

4.6 Termination

4.6.1 The County Assembly of Bungoma may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

a) By Breach of Contract

- i). The Service Provider frequently fails to provide services of acceptable standards set by **County Assembly of Bungoma** in the performance of this Agreement and
- ii). The Service Provider fails to perform any other obligation under this Agreement.

b) By Agreement

Either party may terminate the Agreement by giving to the other party three (3) months' notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice

4.6.2 On termination of this Agreement, whosoever terminated, the Service Provider shall be permitted to remove all its equipment which may have been placed by the Service Provider upon the employer's premises.

4.7 Confidentiality

4.7.1 The Service Provider, its cleaning officers, or agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of County Assembly of Bungoma.

4.8 Assignment

4.8.1 The Service Provider shall not assign or sub-contract any of its rights or duties under his Agreement

4.9 Sub Contract

4.9.1 The contract shall not be sub-contracted under this agreement.

4.10 Payment Terms

4.10.1 The Service Provider will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.11 Staff Identification

4.11.1 The Service Provider shall provide uniforms subject to clause 2.22 (3) (f) and name tags which shall be worn all the time. The Service Provider shall provide to County Assembly of Bungoma a list of staff and the copies of their National Identity Cards. Where there are changes in staffing County

Assembly of Bungoma should be notified prior to deployment of the new staff; and comply with the terms and conditions stipulated. All staff to be deployed shall also be issued with County Assembly of Bungoma Passes in line with the cleaning requirements.

4.12 Performance Security

4.12.1 The Service Provider shall before executing this agreement furnish County Assembly of Bungoma with a Performance Security whose value shall be equivalent to five per cent (5%) of the annual Contract Value in form of a bank guarantee, issued by an authorized financial institution or an irrevocable letter of credit. The performance Security will have a validity of one year.

4.13. Notice Addresses

4.13.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by Email and shall be deemed to have been received by the addressee within three (3) working days of posting or 48 hours if sent by facsimile transmission or by electronic mail. Notices shall be served on weekdays and not during weekends and Public Holidays.

4.14 Tender Prices

4.14.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

4.15 Insurance

4.15.1 The Service Provider shall insure its personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of County Assembly of Bungoma, its servants or agents. The Service Provider will indemnify County Assembly of Bungoma against all actions, claims and demands in respect of such injury.

4.15.2 The Service Provider shall be required by County Assembly of Bungoma to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

4.16 Liquidated Damages

4.16.1 If the Service Provider fails to provide any or all of the services within the period(s) specified in the contract, COUNTY ASSEMBLY OF BUNGOMA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract

sum of the undelivered services until actual delivery of those services are met. After this County Assembly of Bungoma may consider terminating the contract.

4.17 Statutory Requirements

4.17.1 It is important that the Service Provider fully understands the statutory duties. It will be incumbent upon the Service Provider to carry out the Services in accordance with those statutory requirements on behalf of the County Assembly of Bungoma. Any penalties prescribed by law and any consequential costs resulting from the Service Provider failing to carry out those statutory duties shall be paid by the Service Provider.

4.18 Equipment and cleaning materials

4.18.1 The service provider will be expected to use own equipment and materials in providing the services. The materials should be supplied in the right quality and quantity to ensure efficient and interruptible performance

4.19 Tendering Notes

4.19.1 The Tenderer is required to check the number of pages and should any be found to be missing or in duplicate or the figure or writing indistinct, inform the County Assembly of Bungoma at once and have the same rectified.

4.19.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the County Assembly of Bungoma in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.19.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.19.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the County Assembly of Bungoma shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.19.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without County Assembly of Bungoma will be ignored and the text of the Tender Document as printed will be adhered to.

SECTION V – SCHEDULE OF REQUIREMENTS FOR CLEANING SERVICES.

5.1 services.

CA intends to outsource a cleaning firm to provide cleaning services as specified in the description of services for a contract of one year.

5.2 EQUIPMENT AND CLEANING MATERIALS

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

5.3 STAFF

The contractor will be expected to deploy number of staff as it will be agreed upon with not more than a 1/3 being of the same gender.

5.4 Indemnity

5.6.1 The Service Provider shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Service Provider its servants or agents whilst performing their duties under this Agreement AND against the dishonesty of its Cleaning Guards whilst performing their duties hereunder AND THIS shall include subject to the SCC.

5.6.2 The Client agrees to indemnify and to hold the Service Provider, its agents and employees not responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

5.5 Claims

5.7.1 Notice of all claims by the County Assembly Of Bungoma or the Service Provider in respect of any loss, damage or injury, shall be given in writing giving details of such loss, damage or injury of consequential or indirect loss within fifteen (15) days after the discovery of such damage, loss or injury.

5.6 Insurance

5.8.1 The Service Provider shall insure its Cleaners engaged in the performance of cleaning services at County Assembly of Bungoma against injury sustained by them in the course of carrying out their duties.

5.8.2 The Service Provider shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

5.7 General

Age of employees Age between 18 and 55

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

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

5.8 Supervision

5.11.1 The cleaners shall be effectively supervised on an 8-hours basis by the qualified supervisor provided by the Service Provider.

5.11.2 Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.

5.9. Uniforms and badges

The service provider to provide uniforms and badges to their staff which they will be required to put on all the times when they are working

5.10 LEAVE/ ABSENTEEISM/TERMINATION/ REPLACEMENT

i. The service provider shall be responsible for the effective management of vacation leave: absences, sick-leave special leave etc. and must ensure that sufficient systems and structures are in place to maintain the level of service performance requirements under this contract.

ii. The service provider from time to time shall provide day off schedule of all his personnel in a given month for company's reference.

iii. The service provider shall not transfer, remove or replace any of its personnel who have provided the services without the informing the client

iv. Should the client identify any contractors personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the service provider shall replace this personnel at no cost to the Client

v. Service provider shall ensure without fail that the Client is provided with the agreed no. of workers each working day. Any absenteeism shall be reported immediately by service provider supervisor to the Client. Service provider shall provide suitable company approved replacement personnel for any absentee due to planned leave or sick leave

vi. The service provider shall ensure sufficient personnel are available to provide coverage for off duties, sick leave, special leave, etc. In order to maintain the level of service performance

vii. Service provider should not change or relocate any personnel without informing the client.

viii. Service provider personnel assigned to this contract shall not work on any other contract individual agreement be it temporary or part time basis

5.11 UNACCEPTABLE METHODS

Methods of cleaning which would impair safe working arrangement or give to nuisance or cause infection or damage to the County Government staff/ members of the public, private property or cause inconvenience are unacceptable. The contractor shall, at the direction of the C.O, Investigate all unacceptable methods reported to him by the and, if appropriate discipline and employee undertaking such methods or any dangerous practice

SECTION VI: DESCRIPTION OF SERVICES

The Count Assembly of Bungoma requires cleaning services for the new administration block. The total area will be provided in the contract to the winning bidder and the area is measured in square metres. The offices are mostly partitioned by the glass and block board walls. The scope of works shall include

1. Carpeted areas

- Vacuum cleaning of all carpeted floors twice per week
- Cleaning offices, corridors, waiting room/s and reception
- Removal of stains when necessary
- Areas with floor tiles and cemented
- Daily sweeping and mopping using necessary detergent
- Machine scrubbing

2. Washrooms

1. Tiled floor, urinals and handwashing basins

a. Floors

- Daily cleaning of floors, scrubbing using appropriate detergents and materials
- Ensure floors are always dry

b. Sinks toilet bowls, seat bidet and handwashing

- Scrubbing with brush using appropriate detergents and materials
 - Disinfecting daily including all hand touch facilities
 - Flush all soap dispensing units once weekly
 - Cistern to be cleaned regularly with due care
- Any system failure causing leakage/spillage of water in any of the areas to be reported to the management immediately

3. Partition walls and ceilings

- Wipe with detergent to remove all marks and stains, remove cobwebs.
- Clean thoroughly without removing (peeling) of original paint, Remove cobwebs, dirt, ugly marks or stains
- Glass walls, windows, doors and sign boards
- Clean them and keep the devoid of dust or any marks

4. Furniture –desks, chairs and cabinets

- Dusting and damp wiping on daily basis to retain the original colour,

5. Emptying of waste paper baskets

- To be done daily

SECTION VII – STANDARD FORMS NOTES ON STANDARD FORMS

7.1 Notes on Standard Forms

7.1.1 Forms of Tender; The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

7.1.2 Tender Security Form; when requested by the appendix to the instructions to tenderers, the tenderer should provide the tender cleaning, either in the form included herein or in another form acceptable to the County Assembly of Bungoma fully filled tender securing form pursuant to instructions to tenderers clause 12.3.

7.1.3 The contract form; the price schedules and the schedule of requirements shall be deemed to form part of the contract and would be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the County Assembly of Bungoma in accordance with the instructions to tenderers or general conditions of contract.

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.

7.1.4 The performance security forms; should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the County Assembly of Bungoma and pursuant to the conditions of contract.

7.1.5 Price Schedule Form; - The price schedule form must similarly be completed and submitted with the tender.

7.1.6 Confidential Business Questionnaire Form; - This form must be completed by the tenderer and submitted with the tender documents.

FORM OF TENDER

Date; _____

Tender No. _____

To

.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ [insert numbers, the receipt 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 Kenya Shillings _____ (figures) _____ (in words) [total tender amount in words and figures] inclusive of all taxes 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 a performance guarantee/bond in a sum equivalent to five (5%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by County Assembly of Bungoma.

4. We agree to abide by this Tender for a period of one hundred twenty [120] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20____ [signature]

[In the capacity of] _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM
PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of County Assembly of Bungoma.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Name of Tenderer; _____

Tender Number; _____

**BILLS OF QUANTITIES FOR CLEANING SERVICES AT COUNTY ASSEMBLY
OF BUNGOMA**

All rates quoted by bidders should be inclusive of all taxes

ITEM	DESCRIPTION	QTY	UNIT	MONTHLY RATE RATE(Ksh.)	AMOUNT FOR 12 MONTHS(Ksh.)
	<u>FIRST ELEMENT</u>				
	1. MAIN BUILDING				
A	Office/Internal Corridor	5428	SM		
B	Toilets walling and associated components	1017	SM		
C	Wall mirrors	52.5	SM		
D	Window panes both internally and externally	1947	SM		
E	Partition glasses both sides	2302.3	SM		
G	Partition boards both sides	2504	SM		
H	Atrium railing and its associated components including glass	96.9	SM		
J	Hand railing for three(3No.) staircase flights including all its components	129.2	LM		
K	Stair cases and ramps; including treads, riser, landings, waist and soffits	234	SM		
L	Balcony balustrades	313.6	LM		

	TOTAL FOR MAIN BUILDING CARRIED TO GRAND SUMMARY				
	2. <u>CARPETED OFFICES</u>				
A	Clerk's Secretary's office	27	SM		
	Ditto but				
B	Speaker's Secretary's Office	27	SM		
C	Clerk's office	41	SM		
D	Speaker's office	41	SM		
E	Clerk's boardroom	31	SM		
F	Speaker's boardroom	31	SM		
G	Deputy/clerk office	24	SM		
H	Deputy speaker's office	24	SM		

	TOTAL CARPETED OFFICE CLEANING CARRIED TO GRAND SUMMARY				
	3. <u>EXTERNAL CLEANING</u>				
A	Walkways/footpaths round the building; Inclusive of upstand linear lighting barricaded railing; paving slabs, cabros, kerbstones, road charnels and drainages	216	SM		
B	New parking area	1000	SM		
C	Old Parking area	933	SM		
D	Container offices	37	SM		
E	Backyard	875	SM		
	TOTAL FOR EXTERNAL CLEANING CARRIED TO GRAND SUMMARY				

GRAND SUMMARY			
BILL NO.	DESCRIPTION	TENDERERS AMOUNT (KSH.)	TOTAL AMOUNT
1.	Cleaning of main building		
2.	Carpeted offices cleaning		
3.	External cleaning		
TOTAL FOR CLEANING SERVICE AT THE COUNTY ASSEMBLY OF BUNGOMA			

Signature of renderer _____

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 County Assembly of Bungoma) 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 services. Viz..... [brief description

of the services] and has accepted a tender by the tenderer for the supply of those services 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) Letter of Notification of Award.

g) Letter of Acceptance of Award

3. In consideration of the payments to be made by the County Assembly of Bungoma to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Assembly of Bungoma provide the Cleaning Guarding Services and to remedy in conformity all respects with the provisions of the Contract.

4. The County Assembly of Bungoma 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.

5. 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.

6. Signed, sealed, delivered by _____ the _____ (for the Public Procurement Regulatory Authority)

7. 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

Part 1 General

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age..... Nationality..... Country of Origin..... Citizenship details.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows; Name Nationality Citizenship details Shares</p> <p>1. 2. 3..... 4.</p>																				
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows;</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> <th style="text-align: left;">details</th> <th style="text-align: left;">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> </tbody> </table>	Name	Nationality	Citizenship	details	Shares	1.					2.					3.				
Name	Nationality	Citizenship	details	Shares																	
1.																					
2.																					
3.																					

4.
	<p>Conflict of Interest I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>For and on behalf of M/s</p> <p>In the capacity of</p> <p>Interest in the Firm: Is there any person / persons in County Assembly of Bungoma or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary)</p> <p>(Title) (Signature) (Date)</p> <p>Name: Title:</p> <p>Date.....Signature of Candidate.....</p> <p>Company Official Rubber Stamp.....</p>

PERFORMANCE SECURITY FORM

To:

..... [Name of procuring entity)

WHEREAS.....[name of tenderer] (hereinafter called —the tenderer) has undertaken, in pursuance of Contract No.[reference number of the contract] dated _____20_____to

supply..... [Description 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 cleaning 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)

LETTER OF NOTIFICATION OF AWARD

Address of County Assembly of Bungoma

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 21 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

CLERK

COUNTY ASSEMBLY OF BUNGOMA

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....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.
- etc.

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

- 1.
- 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

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 Post Office Boxbeing a resident of In the Republic of..... do hereby make a statement as follows:-

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

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

3. **THAT** what is deponed to hereinabove is true to the best of my knowledge,

Information and belief.

(Title)

(Signature)

(Date)

Bidder Official Stamp-----

FORM SD2

SELF DECLARATION FORMS

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-----

SITE VISIT FORM

Site survey form for tender for provision of cleaning services

NAME OF THE BIDDER:

This to certify that the above named bidder visited the site and participated in pre-bid meeting as required in the tender document for provision of cleaning services

BIDDER REPRESENTATIVE:

NAME:.....

DESIGNATION:

SIGNATURE: **DATE:**.....

COUNTY ASSEMBLY REPRESENTATIVE

NAME:

DESIGNATION:.....

SIGNATURE: **DATE:**.....

OFFICIAL STAMP

N/B THIS FORM MUST BE RETURNED DULY FILLED, SIGNED AND STAMPED WITH THE TENDER DOCUMENT