



Serial No. _____

REPUBLIC OF KENYA

**MINISTRY OF FOREIGN AFFAIRS AND
INTERNATIONAL TRADE**

P.O. BOX 30551-00100, NAIROBI

TENDER No. MFA&IT/OT/004/2015-2017

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

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SECTION I – INVITATION TO TENDER

18THAPRIL, 2016

Tender No.: MFA&IT/OT/004/2015-2017

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

- 1.1 The Ministry of Foreign Affairs and International Trade invites sealed tenders from eligible candidates for **Cleaning Services at Foreign Affairs and International Trade building, KICC Offices & Teleposta Offices.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Section, Fifth Floor room 504 during normal working hours.
- 1.3 Prices quoted should be net inclusive of all taxes and service costs, must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.
- 1.4 Tenders must be accompanied by a security of Kshs 50,000 in the form specified in the tender documents valid for 180 days.
- 1.1 Tender documents will be obtained online through the Ministry's Website www.mfa.go.ke and on the IFMIS Portal.
- 1.5 Completed tender documents are to be forwarded online through the IFMIS portal and submit a hard copy be addressed to:

**The Permanent Secretary,
Ministry of Foreign Affairs and International Trade,
P.O. Box 30551-00100, NAIROBI**

To be received on or before **3rd May, 2016** at **12.00 Noon**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Ministry of Foreign Affairs and International Trade building, 2nd Floor Conference Room** at **12.00 Noon.**

NOTE: Bidders are required to submit tenders **ONLINE** through the **IFMIS** portal and a hard copy to the Ministry of Foreign Affairs and International Trade Building, at the Tender Box on ground Floor. The hard copy and the soft copy submitted online **MUST** be the similar.

Head Supply Chain Management
For: **The Permanent Secretary,**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the
Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a

shorter period shall be rejected by the Procuring entity as non responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two (2) copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **3rd May, 2016 at 10.00 am.**"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **3rd May, 2016 at 10.00 am.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the **Ministry of Foreign Affairs and International Trade building, on 3rd May, 2016 at 10.00 am.** in the **Conference Room on 2nd Floor.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

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

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

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

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to

inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

2.27.1 Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the

tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to instructions to tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	INSTRUCTIONS TO TENDERERS
2.1.1	Kenyan Registered Businesses under the Access to Government Procurement Opportunities (AGPO)
2.10.	Prices Shall be quoted in Kenya shillings .
2.11	The tenderer shall furnish the Procuring entity with documentary evidence of Financial and technical capability necessary to perform the contract.
2.29.2	Price to be charged for the tender document will be Kshs. 1,000 for bidders who choose to get the document from the Ministry. It will however be FREE for the bidders who download the tender document from the Ministry website www.mfa.go.ke or the IFMIS portal but will be required to forward their company details to procurementforeignaffairs@gmail.com i.e <ul style="list-style-type: none"> • Company name • Contact person • Telephone Number • Email address
2.12	Kshs 50,000.00 in form of a Bank Guarantee or Bankers Cheque.
2.14.1	i) Be properly addressed to The Permanent Secretary, Ministry of Foreign Affairs and International Trade, Box 30551-00100, Nairobi. ii) Bear the Tender Number and Name of Tender and Must labeled the words, 'DO NOT OPEN BEFORE 3rd May, 2016 at 10.00 AM.
2.27	Performance Security will be 10% of total contract Price
2.11.2	Specify the evidence and information required: <ul style="list-style-type: none"> • Copy of Certificate of Incorporation or Registration • Copy of valid Tax Compliance • Copies of PIN & VAT certificates • Copies of good conduct certificates for the cleaners
2.13.1	The tender validity period shall be for TWO years
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) hard copy and One (1) soft copy submitted

	through the IFMIS Portal
2.15.2	<p>The tender shall be submitted online through the IFMIS portal and also by delivering a hard copy addressed to:</p> <p style="text-align: center;">The Principal Secretary Ministry of Foreign Affairs and International Trade P.O Box 30551-00100 NAIROBI</p> <p>Deposited on the ground floor of the Ministry of foreign affairs building at the tender box so as to be received before or on The deadline for bid submission is:</p> <p>Date: 3rd May, 2016 Time:10:00 am</p>
2.18.1	<p>The tender opening shall take place at:</p> <p style="text-align: center;">Ministry of Foreign Affairs & International Trade building Harambee Avenue P.O Box 30551-00100 NAIROBI</p> <p>Date: 3rd May, 2016 Time:10:00 am</p>
2.24	Post qualification shall be undertaken
2.25.1	Contract Signing
2.30.1	Performance security: Applicable
	BIDS MUST BE SUBMITTED ONLINE THROUGH THE IFMIS PORTAL AND SUBMISSION OF A HARD COPY TO THE LOCATION ISSUED ABOVE

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

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

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

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments

authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

1. Must have a minimum of three years experience and provide current list of clients as at 30th December 2015.
2. **Must** fill, sign and stamp the Confidential Business Questionnaire form (S33) or will be automatically disqualified.
3. Tenders shall be required to provide copies of the following pursuant to clause 2.11 on Instruction to Tenderers:
 - a. VAT Certificate
 - b. Certificate of Business Registration/Incorporation
 - c. Tax Compliance Certificate
 - d. **The Access to Government Procurement Opportunities (AGPO) Certificate**
4. Prices quoted must be in Kenya Shillings and inclusive of all applicable taxes
5. Prices quoted **MUST** be valid to **30th June, 2017** and comparative to market rates.
6. Evaluation criteria will be based on general conditions, special condition of Contract
7. **Insurance:** Contractors shall provide adequate insurance cover for all their staff while working at the ministry and any liability for injury caused to any person in the building due to the contractor or its staff negligence. The Ministry shall not take responsibility for any injury to the contractor's staff, Ministry's staff or clients during the performance of the contract
8. Past litigation and arbitration incidences encountered by the firms in the last three years, if any, must be enumerated.
9. The contractor should deploy at least Sixteen (16) cleaners and one (1) supervisor to the ministry.
10. Ensure that these employees have certificate of good conduct whose copies should be attached to the bid document.
11. Must attach copies of current insurances covers held.

12. The contractor should provide details of how He/She intends to execute the contract and should as a minimum contain;
 - a. A work scheme specifying the daily or other periodic frequency with which the contractor intends to execute the main task for each area or surface relating to the service to be contracted.
13. Must give details of working and serviceable equipment the firm owns.
14. Assurance that the employees will have uniforms and identification badges and also ensure their personal hygiene.
15. Price schedule, Schedule of requirements and Form of Tender must be dully Filled Signed and Stamped.
16. The bidders will be required to respond online through the IFMIS portal and a hard copy of the bid submitted to the Ministry.

SECTION V – SCHEDULE OF REQUIREMENTS

The following services entail cleaning of the Ministry of Foreign Affairs and International Trade building, Guard house, the offices at KICC 19th floor and Tele Posta Towers: 15th and 22nd Floor as per details given below:

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

LIST OF OFFICES & TYPE OF SURFACES

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

GROUND FLOOR		FIRST FLOOR	
Areas to be cleaned	Floor surface	Areas to be cleaned	Floor surface
VIP Reception	Terrazzo Floor	Room 105 (3 Offices)	Carpet
Main Entrance Reception	Terrazzo Floor	Room 108 (3 Offices)	Carpet
Room 6 (2 offices)	Wooden Floor	Room 109 (2 Offices)	Carpet
Room 5 (2 offices)	Wooden Floor	Room 112	Carpet
Room 7 (2 Offices)	1) Carpet	Room 113 (3 Offices)	Carpet
	2) Carpet		
		Room 114 (3 Offices)	Carpet
Room 8	Wooden Floor		
		Room 115	Carpet
Room 9	Carpet		
		Men's Toilet	tiles
Room 11 (3 Offices)	Wooden Floor		
		Corridor	Wooden Floor
Room 15 (2 offices)	Wooden Floor		
		Room 107	Carpet
Room 16 (2 Offices)	Wooden Floor		
		Room 117 (3 Offices)	Carpet - 2 offices
Room 19	Wooden Floor	" " "	Carpet - 1 office
Room 20	Tiles		
Room 21	Carpet	VIP Toilet	Tiles
Room 22	Carpet	Room 121	Wooden Floor
Room 23 (3 Offices)	Carpet	Room 122 (3 Offices)	1) Carpet
			2) Carpet
Room 24 (2 Offices)	Carpet		3) Carpet
Room 25	Wooden	Room 124	Carpet
Room 26	Wooden Floor	Room 125	Carpet
Corridor	Wooden Floor	Room 126	Carpet
Overseas imprest, 1.	Wooden Floor	Room 127 (3 Offices)	Carpet
Overseas imprest, 2.	Wooden Floor		
		Room 128 (3 Offices)	Carpet
Men's Toilet	Tiles		
		Ladies' Toilet	Tiles
WOODEN	529.4 Sq. Metres	WOODEN	124 sq. metres
CARPET	12.88 Sq. Metres	CARPET	467 sq. metres
TILES	85 Sq Meters	TILES	80 Sq meters.

SECOND FLOOR		THIRD FLOOR	
Areas to be cleaned	Floor surface	Areas to be cleaned	Floor surface
Room 201	Wooden Floor	Room 301	Tiles
Room 204 (2 Offices)	Carpet	Room 307 (2 Offices)	Tiles
Room 205 (3 Offices)	Carpet		
		Room 308 (3 Offices)	Carpet
Room 207	Tiles	Communications (2 Offices)	Tiles
Room 208	Tiles	Room 310	Carpet
Room 210	Tiles	Room 312 (2 Offices)	Tiles
Room 212	Carpet	Room 314	Wooden Floor

Room 213	Carpet	Room 315	Wooden Floor
Room 217	Wooden Floor	Ladies' Toilet	Tiles
Room 218	Carpet	Room 317 (3 Offices)	Carpet
Room 219	Carpet	Room 320 (3 Offices)	Carpet
Room 220	Tile	Room 321 (3 Offices)	1) Carpet
			2) Wooden
Men's Toilet	Tiles		3) Wooden
Room 221 (2 Offices)	Wooden Floor	Room 324 (2 Offices)	Carpet
Room 222 (3 Offices)	Carpet	Room 325 (2 Offices)	Carpet
Room 223 (2 Offices)	Carpet	VIP Toilet (3)	Terrazzo Floor
Room 226	Wooden Floor	Corridor	Carpet
		Corridor	Tiles
Room 229	Carpet		
Room 228 (2 Offices)	Carpet		
Room 230	Wooden Floor		
Cash Office	Carpet		
Ladies' Toilet	Terrazzo Floor		
Corridor	Carpet		
Corridor	Wooden Floor		
WOODEN	240 Sq. Metres	WOODEN	260 Sq. Metres
CARPET	400 Sq. Metres	CARPET	345 Sq. Metres
TILE	80 Sq. Meters	TILES	100 Sq. Meters

FOURTH FLOOR		FIFTH FLOOR	
Areas to be cleaned	Floor surface	Areas to be cleaned	Floor surface
Room 401	Carpet	Room 501	Wooden Floor
Room 405 (2 Offices)	Carpet	Room 504 (3 Offices)	Carpet
Secret Registry	Tiles	Room 505 (3 Offices)	Carpet
Room 409 (2 Offices)	Carpet	Room 507 (2 Offices)	Wooden Floor
Room 411	Carpet	Room 510	Wooden Floor
Room 412	Carpet	Room 511	Carpet
Conference Room	Carpet	Men's Toilet	Tiles
Room 414 (3 Offices)	Carpet	Room 555	Wooden Floor
Men's Toilet	Tiles	Room 514	Wooden
Room 419 (2 Offices)	Carpet	Room 516	Carpet
Kitchen	Carpet	Room 513	Wooden Floor
Room 420	Carpet	Room 520 (3 Offices)	Carpet
Room 422	Carpet	Room 517 (2 Offices)	Carpet
Room 424 (2 Offices)	Carpet	Room 522 (3 Offices)	1) Carpet
	reception		
	Tiles		2) Carpet
Room 427	Carpet		3) Carpet
PS's Toilet	Tiles	Room 519 (3 Offices)	Carpet
VIP Toilet	Tiles	Room 524 (2 Offices)	Carpet
Corridor	Carpet	Room 521	Carpet
		Ladies' Toilet	Tiles
		Corridor	Wooden
WOODEN	420 Sq. Metres	WOODEN	338 Sq. Metres
CARPET	100 Sq. Metres	CARPET	354 Sq. Metres
TILE	14 Sq. Metres	TILES	50 Sq. Meters.

GUARD HOUSE

1. Two rooms with Ceramic tiles and washroom.
2. Verandah

KICC 19th Floor

1. Rooms 1900-1915 and corridors are carpeted areas measuring approximately 4,228 x 3 sq. ft to cover 19th floor

TELEPOSTA 15TH AND 22ND FLOORS

NHIF BUILDING 22ND FLOOR

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

SECTION VI DESCRIPTION OF SERVICES

1. CLEANING OF THE BUILDING:-

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

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

A. Carpets

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

B. Terrazzo Floors

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

C. Screed Floors

To be machine scrubbed and mopped daily

D. Ceramic and PVC Tiled floor/Walls

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

E. Wooden Parquet

The floor should be polished weekly and buffed daily.

F. Glass Partitions/Windows

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

G. Washrooms

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

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

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

2. DETERGENTS:

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

3. WORKERS:

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

4. IDENTIFICATION:

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

5. TIME SCHEDULES:

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

6. MACHINES:

All vacuum cleaners machines should be of low noise motors.

7. TENDER FORMS:

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

SECTION VII- STANDARD FORMS

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PRICE SCHEDULE OF SERVICES

MFA&IT HEADQUARTERS

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

NOTE:

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

Signature of Bidder _____

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

KICC -19th FLOOR

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

NOTE:

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

Signature of Bidder _____

TELEPOSTA OFFICES 15TH AND 22ND FLOORS

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

NOTE:

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

Signature of Bidder _____

NOTE:

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

NHIF BUILDING ON 22ND FLOOR

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

NOTE:

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

Signature of Bidder _____

NOTE:

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

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____20__ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The Tender Form and the Price Schedule submitted by the tenderer

The Schedule of Requirements

The Technical Specifications

The General Conditions of Contract

The Special Conditions of Contract and

The Procuring entity’s Notification of Award.

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I – General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.

Nature of business

Current Trade License No. Expiry date

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2 (c) - Registered Company

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.....

Issued Kshs.

Give details of all directors as follows:

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

Date Signature of Tenderer

*If Kenyan citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

TENDER SECURITY FORM

Whereas[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services] (hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE..... Of..... having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....[name of procuring entity](hereinafter called “the procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to

supply.....

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

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

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

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

[amount of the guarantee in words and figures],

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER