

ETHICS AND ANTI-CORRUPTION COMMISSION



STANDARD TENDER DOCUMENT FOR

- 1. PROVISION OF CLEANING; FUMIGATION AND PEST CONTROL SERVICES;**
- 2. SUPPLY AND DELIVERY OF WASHROOM CONSUMABLES FOR EACC OFFICES**
- 3. PROVISION OF FUMIGATION SERVICES AGAINST COVID-19**

TENDER NO. EACC/21/2020-2021

IFMIS NEGOTIATION NUMBER: 839704

Reserved for Enterprises owned by Youth, Women and People Living with Disability (AGPO).

DEADLINE FOR SUBMISSION: 11th January 2021 AT 10.00 AM

**INTEGRITY CENTRE
Valley Rd/Milimani Rd Junction
P.O Box 61130-00200, Nairobi, Kenya
Tel. (020) 499 7000 Mobile: 0709 781 000/0730 997 000
Email: supply-chain@integrity.go.ke**

TABLE OF CONTENTS

Contents

SECTION I – INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INSTRUCTIONS TO TENDERERS	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT	26
SECTION V – SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE.....	27
FIRM’S REFERENCES FORMAT	31
DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT FORMAT	32
TEAM COMPOSITION AND TASK ASSIGNMENTS FORMAT	33
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF ...	34
FORM OF TENDER	36
CONTRACT FORM.....	37
CONFIDENTIAL BUSINESS QUESTIONNAIRE	38
TENDER-SECURING DECLARATION FORM.....	39
PERFORMANCE SECURITY FORM	40
LETTER OF NOTIFICATION OF AWARD	42
FORM RB 1	43
SELF DECLARATION FORMS	44

SECTION I – INVITATION TO TENDER

Date: 1st Jan 2021

Tender REF No. EACC/21/2020-2021 IFMIS NEGOTIATION NUMBER: 839704

RE: PROVISION OF CLEANING; FUMIGATION AND PEST CONTROL SERVICES; AND SUPPLY AND DELIVERY OF WASHROOM CONSUMABLES FOR EACC OFFICES AND PROVISION OF FUMIGATION SERVICES AGAINST COVID-19

Ethics and Anti-Corruption Commission (EACC) invites sealed tenders from eligible candidates for the supply of referenced services.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Department, Ethics and Anti-Corruption Commission, Ground Floor, Integrity Centre during normal working hours.

A complete tender document may be obtained by interested candidates downloaded free of charge from the Ethics and Anti-Corruption Commission's website: <https://eacc.go.ke/> or IFMIS Supplier Portal <https://supplier.treasury.go.ke:8060/> or the Public Procurement Information Portal: <https://www.tenders.go.ke/website>

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

Completed tender documents are to be submitted **ONLY through IFMIS** to:

**The Secretary/CEO,
Ethics and Anti-Corruption Commission,
P. O. Box 61130 – 00200,
Nairobi**

So as to be received on or before *the closing date and time indicated on the cover page of this document.*

Tenders must be accompanied by a duly filled tender Securing declaration form in the format provided. Submission of Tenders will automatically close in the IFMIS portal on the date and time indicated therein.

Tenders shall be opened immediately thereafter on IFMIS and no physical presence of bidders is required at EACC offices. Bidders will automatically be notified progressively of outcome via IFMIS and upon completion of the evaluation and award, letters of notification will be issued.

**THE SECRETARY/CEO,
ETHICS AND ANTI-CORRUPTION COMMISSION.**

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.5,000/=
- 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 is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the 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 in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 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 60 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 nonresponsive.

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 copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the 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(day, date and time of closing),"

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 (*day, date and time of closing*)

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 ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as 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 tenderers 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 22.3 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.

2.24.5A 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 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 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the 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	Particulars of appendix to instructions to tenderers																														
2.1	Particulars of eligible tenders: Reserved for Enterprises owned by Youth, Women and People with Disability (AGPO).																														
2.2.2	Price to be charged for tender documents. Nil																														
2.10	Particulars of other currencies allowed. None																														
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of all the documents requested in the evaluation criteria																														
2.12.2	Particulars of tender security if applicable. Tender Securing Declaration Form																														
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days																														
2.16, 2.18	The Tender Closing Date/Tender Opening Date shall be 10:00am, 11 th Jan 2021 All tenders to be submitted through the IFMIS system.																														
2.11	<p>Evaluation Criteria The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-</p> <p>a) Mandatory Requirements (MR)</p> <table border="1" data-bbox="407 1094 1437 1873"> <thead> <tr> <th data-bbox="407 1094 483 1205">No.</th> <th data-bbox="483 1094 1203 1205">Requirements</th> <th data-bbox="1203 1094 1437 1205">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1211 483 1274">1.</td> <td data-bbox="483 1211 1203 1274">Must Submit a copy of certificate of Registration/Incorporation</td> <td data-bbox="1203 1211 1437 1274"></td> </tr> <tr> <td data-bbox="407 1281 483 1392">2.</td> <td data-bbox="483 1281 1203 1392">Must submit (latest) CR12 or its equivalent if not a Company, that has details of Shareholders and Directors as at the time of tender closure</td> <td data-bbox="1203 1281 1437 1392"></td> </tr> <tr> <td data-bbox="407 1398 483 1539">3.</td> <td data-bbox="483 1398 1203 1539">Must submit a valid copy of Certificate of registration from the National Treasury (AGPO) as Women, Youth or People Living With Disability owned enterprise</td> <td data-bbox="1203 1398 1437 1539"></td> </tr> <tr> <td data-bbox="407 1545 483 1608">4.</td> <td data-bbox="483 1545 1203 1608">Must Submit a copy of a valid Tax Compliance certificate from KRA</td> <td data-bbox="1203 1545 1437 1608"></td> </tr> <tr> <td data-bbox="407 1614 483 1650">5.</td> <td data-bbox="483 1614 1203 1650">Must submit a valid business permit</td> <td data-bbox="1203 1614 1437 1650"></td> </tr> <tr> <td data-bbox="407 1656 483 1692">6.</td> <td data-bbox="483 1656 1203 1692">Must Fill the Price Schedule in the format provided</td> <td data-bbox="1203 1656 1437 1692"></td> </tr> <tr> <td data-bbox="407 1698 483 1761">7.</td> <td data-bbox="483 1698 1203 1761">Bidders must quote for all the lots as required in the price schedule</td> <td data-bbox="1203 1698 1437 1761"></td> </tr> <tr> <td data-bbox="407 1768 483 1803">8.</td> <td data-bbox="483 1768 1203 1803">Must Fill the Form of Tender in the Format provided</td> <td data-bbox="1203 1768 1437 1803"></td> </tr> <tr> <td data-bbox="407 1810 483 1873">9.</td> <td data-bbox="483 1810 1203 1873">Must submit a duly filled Tender Securing Declaration Form in the format provided</td> <td data-bbox="1203 1810 1437 1873"></td> </tr> </tbody> </table>	No.	Requirements	Responsive or Not Responsive	1.	Must Submit a copy of certificate of Registration/Incorporation		2.	Must submit (latest) CR12 or its equivalent if not a Company, that has details of Shareholders and Directors as at the time of tender closure		3.	Must submit a valid copy of Certificate of registration from the National Treasury (AGPO) as Women, Youth or People Living With Disability owned enterprise		4.	Must Submit a copy of a valid Tax Compliance certificate from KRA		5.	Must submit a valid business permit		6.	Must Fill the Price Schedule in the format provided		7.	Bidders must quote for all the lots as required in the price schedule		8.	Must Fill the Form of Tender in the Format provided		9.	Must submit a duly filled Tender Securing Declaration Form in the format provided	
No.	Requirements	Responsive or Not Responsive																													
1.	Must Submit a copy of certificate of Registration/Incorporation																														
2.	Must submit (latest) CR12 or its equivalent if not a Company, that has details of Shareholders and Directors as at the time of tender closure																														
3.	Must submit a valid copy of Certificate of registration from the National Treasury (AGPO) as Women, Youth or People Living With Disability owned enterprise																														
4.	Must Submit a copy of a valid Tax Compliance certificate from KRA																														
5.	Must submit a valid business permit																														
6.	Must Fill the Price Schedule in the format provided																														
7.	Bidders must quote for all the lots as required in the price schedule																														
8.	Must Fill the Form of Tender in the Format provided																														
9.	Must submit a duly filled Tender Securing Declaration Form in the format provided																														

10.	Must submit a duly filled up Self-declaration forms in the formats provided																										
11.	Must submit a duly filled up Confidential Business Questionnaire in the format provided																										
12.	Bidders must have at least an annual turnover of Kes 2,000,000 each year in their Financial Years of 2019 and 2018. To be evidenced by submitting complete Audited Financial Statements for FY 2019 and FY 2018																										
13.	All documents must be submitted through IFMIS, must be signed and must be serialized in the format of whole numbers i.e. 1,2,3.....																										
<p>At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>																											
<p>b) Technical Scores (T.S.) This section (Technical Evaluation) will carry a total of 100 marks of the whole evaluation</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Evaluation Attribute</th> <th>Weighting Score</th> <th>Max. Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Number of years in provision of cleaning and fumigation services</td> <td> <ul style="list-style-type: none"> • 2 years and above (20 marks) • Below 2 Years (0 marks) </td> <td>20</td> </tr> <tr> <td>2.</td> <td>Provide LPOs or Contracts to which the company has done similar services.</td> <td> <ul style="list-style-type: none"> • 3 or more LPOs or contracts (20 marks) • Others prorated at: <u>No' of LPOs/Contracts x 20</u> 3 </td> <td>20</td> </tr> <tr> <td>3.</td> <td>Please indicate how you intend to carry out the services (work plan/ methodology)</td> <td> A detailed proposed methodology/operational plan for undertaking the assignment (10 marks) If no work plan (0 mark) </td> <td>10</td> </tr> <tr> <td>4.</td> <td>Physical Facilities Provide details of physical address – attach evidence of either title deed, lease or latest utility bills</td> <td> <ul style="list-style-type: none"> • Details of physical address by way of either copy of title deed or lease documents or latest utility bill – 10 marks • Not provided – 0 marks </td> <td>10</td> </tr> <tr> <td colspan="3">Subtotal Scores (TS1-TS4)</td> <td>60 mks</td> </tr> </tbody> </table>				No.	Evaluation Attribute	Weighting Score	Max. Score	1.	Number of years in provision of cleaning and fumigation services	<ul style="list-style-type: none"> • 2 years and above (20 marks) • Below 2 Years (0 marks) 	20	2.	Provide LPOs or Contracts to which the company has done similar services.	<ul style="list-style-type: none"> • 3 or more LPOs or contracts (20 marks) • Others prorated at: <u>No' of LPOs/Contracts x 20</u> 3 	20	3.	Please indicate how you intend to carry out the services (work plan/ methodology)	A detailed proposed methodology/operational plan for undertaking the assignment (10 marks) If no work plan (0 mark)	10	4.	Physical Facilities Provide details of physical address – attach evidence of either title deed, lease or latest utility bills	<ul style="list-style-type: none"> • Details of physical address by way of either copy of title deed or lease documents or latest utility bill – 10 marks • Not provided – 0 marks 	10	Subtotal Scores (TS1-TS4)			60 mks
No.	Evaluation Attribute	Weighting Score	Max. Score																								
1.	Number of years in provision of cleaning and fumigation services	<ul style="list-style-type: none"> • 2 years and above (20 marks) • Below 2 Years (0 marks) 	20																								
2.	Provide LPOs or Contracts to which the company has done similar services.	<ul style="list-style-type: none"> • 3 or more LPOs or contracts (20 marks) • Others prorated at: <u>No' of LPOs/Contracts x 20</u> 3 	20																								
3.	Please indicate how you intend to carry out the services (work plan/ methodology)	A detailed proposed methodology/operational plan for undertaking the assignment (10 marks) If no work plan (0 mark)	10																								
4.	Physical Facilities Provide details of physical address – attach evidence of either title deed, lease or latest utility bills	<ul style="list-style-type: none"> • Details of physical address by way of either copy of title deed or lease documents or latest utility bill – 10 marks • Not provided – 0 marks 	10																								
Subtotal Scores (TS1-TS4)			60 mks																								

c) Bidders' Minimum Capability Requirements (TS5)

Bidders will be expected to have the following minimum capabilities

No	Item	EACC Requirements	Evidence Required from Bidder	Max Score
1	Firm's Relevant Experience	Firms will be required to have a minimum of two (2) years relevant experience	Provide: <ul style="list-style-type: none"> A brief description of the firm's organization An outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate <i>inter alia</i>, name of client, duration of the assignment, contract amount and firm's involvement/specific activities undertaken by firm. 	10
2	Tools and facilities	Bidder should have enough tools and facilities to undertake the assignment	Give a list and supporting evidence of tools and facilities available to undertake the assignment. Indicate how the equipment/ facility will be employed in the assignment	10
3	Staff Competency	As a minimum, key staff /staffs to be : At least secondary school graduate with certificate of good conduct. Trained in relevant field like, House Keeping, Laundry techniques and Occupation health and safety To have at least 2 years relevant experience in housekeeping.	Provide a list of the proposed staff team and the tasks that would be assigned to each staff team member Supervisory Staff/staffs CVs recently signed by the proposed key staff and the authorized representative submitting the tender. Key information should include their qualification and number of years working for the firm/and any other entity and degree of responsibility held in various assignments during the last 2 years. Proposed staff should submit valid certificates of good conduct (not older than 1 year) It is desirable that the supervisory/key staff proposed be permanent employees of the firm. Any change of key personnel by the winning service provider to be communicated to EACC asap	5 10 5
Subtotal Score(TS5) Score				40
Total Scores				100

No	Item	EACC Requirements	Evidence Required from Bidder	Max Score
		Only bidders who score 75% and above in the technical and capability scores will be subjected to financial evaluation. Those who score below 75% will be eliminated.		
2.24		Award Criteria Award will be made to the lowest evaluated bidder for the entire tender.		
2.24		Particulars of post – qualification if applicable. EACC will verify the accuracy of statements provided by bidders regarding their qualification as required by the bidding documents after evaluation and recommendation of the contract award but before the contract is awarded Further EACC may verify:- <ol style="list-style-type: none"> i. Technical competence and resources, including the availability of sufficient manpower, the qualifications and experience of key personnel or managers, available equipment, manufacturing or facilities; ii. Available capacities to perform the proposed contract including available manufacturing or production capacity taking into account other commitments or manufacturer’s authorizations to supply; iii. Financial position, including financial soundness, sufficient turnover or sufficient cash flow; iv. Experience and satisfactory performance of similar contracts, taking into account relevant factors, including similar or comparable references and litigation record. 		

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 superceded by provisions of other part of contract.

3.3 Standards

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

3.5 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.

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

The procuring entity may at the any time 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	Specify performance security if applicable <i>1% of the tender sum in the form of a bank guarantee.</i>
3.8	Specify method and conditions of performance <i>Payments will be made within 30 days upon delivery of acceptable services and invoices</i>
3.9	Specify price adjustments allowed No price variations shall be allowed in the contract for at least One Year
23.14	Specify resolution of disputes <i>Arbitration as provided in the laws of Kenya</i>
3.17	Specify applicable law 1. The Constitution of Kenya, 2010 2. The Public Procurement and Asset Disposal Act, 2015 3. The Public Procurement and Asset Disposal Regulations, 2020 4. The Provisions of this Tender Document 5. Other applicable Kenyan Laws
3.18	Indicate addresses of both parties Procuring Entity's Address given on the Cover Page of Tender Document
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

Number	Description	Quantity	Delivery Time
Various	Various	Various	Start: 1 st February 2021 End: 31 st January 2022

Note: Bidders will be considered for evaluation if they have quoted for all the lots

Prices should be inclusive of VAT

1. GENERAL CLEANING AND FUMIGATION OF OFFICES – HQ AND REGIONAL OFFICES

SN	Office location	Floor type	Approximate size in Sq ft	Unit Cost/Sq Ft (Ksh)	Cost per Month (Ksh)	Cost per Year (Ksh)
1	Integrity Centre - Jakaya Kikwete/Valley Rd Junction	Carpeted Area	6,268.3			
		Tiled Area	31,731.7			
	Subtotal for Integrity Centre					
2	Madison House, -Upper Hill Close.	Tiled Area	10,000			
3	Nyeri – Advocates Plaza, Next to Law Courts	Tiled Area	2,982			
4	Garissa – Province Rd, Next to Almond resort	Tiled Area	2,650			
5	Eldoret – Imperial Court, Uganda Rd	Tiled Area	4,000			
6	Mombasa – ACK Cathedral Complex, Cathedral Rd.	Tiled Area	3,500			
7	Kisumu – Central Square Bld. Along Oginga Ondinga Street	Tiled Area	3,400			
8	Machakos – Kiamba Mall, Ngei Rd	Tiled Area	6,000			
9	Malindi – Pine Court Bld. Lamu Rd. opposite Nakumatt Malindi	Tiled Area	3,500			
10	Bungoma – Daima Plaza, within Bungoma Township off Kanduyi Rd.	Tiled Area	4,000			
11	Isiolo – Lower Kiwanjani, Next to Isiolo Sunrise Academy	Tiled Area	3,300			
12	Nakuru – Assumption Centre, Along Moi Avenue Rd. off Kenyatta Avenue	Tiled Area	4,000			
13	JKIA – International Arrival Building, 3rd Flr.	Tiled Area	1,000			

SN	Office location	Floor type	Approximate size in Sq ft	Unit Cost/Sq Ft (Ksh)	Cost per Month (Ksh)	Cost per Year (Ksh)
14	Kisii – former County Attorney’s office off Kisii/Kilgoris Rd. opp. Vehicle Inspection Unit	Tiled/ Carpeted Area	1,500			
15	Godown, Industrial Area, Likoni Rd	Cemented floor	10,000			
Subtotal for General cleaning and fumigation per Year (Kes)						

2. WASHROOM CONSUMABLES

Further to the services to be provided under this procurement, the successful bidder shall be expected to supply washroom consumables. Bidders are therefore requested to tender for the required consumables as indicated in the schedule below

No	Item description	Brand	Approximated Quantity per month	Unit cost (Ksh)	Cost per Month	Total Cost per year
1	Jumbo Tissue		660 Pieces			
2	Tissue Small		96 Pieces			
3	Barrel 2 per wk.		120			
4	Harpic or its equivalent		60 bottles 100ml			
5	Vim or its equivalent		1 KG x40			
6	Jik or its equivalent		45 x1000ml			
7	Gloves		10 Pairs			
8	Air Fresheners		80 Cans			
9	Super brite Big or its equivalent		40 Pieces			
10	Dettol Hand wash or its equivalent		80 Cans			
11	Disinfectant		80 litres			
12	Toilet balls		150pcs			
13	Mob sticks		40			
14	Mobs		40			
15	Dusting towels		45			
16	Waste paper bags		100			
17	Liquid washing soap		80 litres			
18	Interfolded Velvex		300 pcs			
Subtotal for Washroom consumables per year (Kes)						

NOTE

The cleaning and fumigation services will be offered monthly in all the offices Commission wide as follows:

- a) Cleaning and Shampooing of carpets –** on a monthly basis
- b) Cleaning and Scrubbing of the Tiles –** on a monthly basis (Cleaning of walls, roofs ceiling, glass partitions, cabinets, desks, workstations, seats and all office accessories including removal of cobwebs, dusting and removal of stains in office areas)

- c) **Fumigation**-on a monthly basis (fumigation against pests and rodents of all kinds in offices, open areas, basement areas, kitchens and washrooms)
- d) **Cleaning of Integrity Centre sanitary areas**- daily fulltime basis-Monday to Saturday (32 common washrooms and 8 executive washrooms).Gardening and grounds maintenance which include hedging and maintenance of trees and flowers at Integrity Centre.
- e) **Kisii Regional office** – Fumigation, clearing and cutting of grass in the compound on a monthly basis (the compound is approximately 1/3 of an acre)

3. **FUMIGATION AGAINST COVID 19**

WEEKLY FUMIGATION SERVICES AGAINST COVID 19 FOR EACC OFFICES AND COMMISSION VEHICLES (HQ AND REGIONAL OFFICES)

No	Office location	NO. OF SESSIONS	RATE PER SESSION	COST PER MONTH (Ksh)	COST PER YEAR (Ksh)
1	Integrity Centre - Jakaya Kikwete/Valley Rd Junction				
2	Madison House, -Upper Hill Close.				
3	Nyeri – Advocates Plaza, Next to Law Courts				
4	Garissa – Province Rd, Next to Almond resort				
5	Eldoret – Imperial Court, Uganda Rd				
6	Mombasa – ACK Cathedral Complex, Cathedral Rd.				
7	Kisumu – Central Square Bld. Along Oginga Ondinga Street				
8	Machakos – Kiamba Mall, Ngei Rd				
9	Malindi – Pine Court Bld. Lamu Rd. opposite Nakumatt Malindi				
10	Bungoma – Daima Plaza, within Bungoma Township off Kanduyi Rd.				
11	Isiolo – Lower Kiwanjani, Next to Isiolo Sunrise Academy				
12	Nakuru – Assumption Centre, Along Moi Avenue Rd. off Kenyatta Avenue				
13	JKIA – International Arrival Building, 3rd Flr.				
14	Kisii – former County Attorney’s office off Kisii/Kilgoris Rd. opp. Vehicle Inspection Unit				
15	Godown, Industrial Area, Likoni Rd				
16	All Commission Vehicles (112 in number) (Indicate cost per vehicle per session)				
Subtotal for fumigation against Covid-19 per Year					

NB. All the Chemical/ Reagent used for prevention against Covid 19 should be indicated and MUST have been Approved and Recommended by the Ministry of Health.

Grand Summary Price Schedule

Description	Grand Total Price (Inc of VAT) per Year (Kes)
General cleaning and fumigation per Year	
Washroom consumables per Year	
Fumigation against Covid-19 per Year	
Grand Total Bid Sum to quote on Form of Tender and on IFMIS	

NB:

- a) Ensure that all documents on IFMIS are attached under the Technical Section. This is because those documents have been defined as mandatory and failure to produce them at the Mandatory Evaluation stage will result to Automatic disqualification.
- b) Ensure that your Grand Total on your Price schedule, The Form of Tender and on IFMIS are matching, failure to which it will lead to automatic disqualification.
- c) Pursuant to Section 74 (2) of the Public Procurement and Asset Disposal Regulations, 2020; any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as nonresponsive.

Signature and stamp of tenderer _____

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

FIRM'S REFERENCES FORMAT

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date Approx. (Month/Year)	Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT FORMAT

TEAM COMPOSITION AND TASK ASSIGNMENTS FORMAT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] Date: _____

[Signature of authorised representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative: _____

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____

Tender No. _____

The Secretary/CEO
Ethics and Anti-Corruption Commission
P.O. Box 61130-00200, Nairobi, Kenya

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Cleaning, Washroom Consumables and Fumigation 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.

1. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
2. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to **1%** of the Contract Price for the due performance of the Contract, in the form prescribed by Ethics and Anti-corruption Commission (EACC).
3. 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.
4. Until a formal Contract is prepared and executed, this Tender, together with our 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 _____

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.:

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

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

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

TENDER-SECURING DECLARATION FORM

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

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

TENDER NO.

To: **THE SECRETARY/CEO,
The Ethics and Anti-Corruption Commission
P. O. Box 6130 - 00200
NAIROBI**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for a period of not less than three years if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (I) fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (I) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:[insert signature of person whose name and capacity are shown]
in the capacity of[insert legal capacity of person signing the Bid Securing Declaration]

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

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

Dated on day of, [Insert date of signing]

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

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

SELF DECLARATION FORMS

(r.47)

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of.....(insert name of the Company) who is a Bidder in respect of Tender No.....for.....(inserttendertitle/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