



**TENDER NO: PU/OT/03/2020/2021**

**PROVISION OF CASUAL CONTRACTED STAFF  
(RESERVED TO YOUTH, WOMEN & PERSONS  
WITH DISABILITY ENTERPRISES ONLY)**

**CLOSING DATE: 20<sup>th</sup> JULY 2020 AT 11:00 A.M.**

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**SECTION I – INVITATION TO TENDER**

Date **6<sup>TH</sup> July 2020**

**Tender REF No. PU/OT/03/2020/2021**

**Tender name PROVISION OF CASUAL CONTRACTED STAFF**

- 1.1 Pwani University invites sealed tenders from eligible Youth, Women and Persons with Disability Enterprises for Provision of casual contracted staff.
- 1.2 A complete set of tender documents may be downloaded free of charge from the Pwani University website: [www.pu.ac.ke](http://www.pu.ac.ke) or [www.tenders.go.ke/website](http://www.tenders.go.ke/website)
- 1.3 Prices quoted should be net 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.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **Old Administration Block, Ground Floor** or be addressed and posted to

**The Vice Chancellor  
Pwani University  
P.O. Box 195-80108  
Kilifi**

to be received on or before **Monday, 20<sup>th</sup> July 2020 at 11:00 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the **University's Boardroom**

**Ag. Head of Procurement  
For: Vice Chancellor**

## 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. 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 **Monday, 20<sup>th</sup> July 2020 at 11:00 a.m.**"

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 **Monday, 20<sup>th</sup> July 2020 at 11:00 a.m.**

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 **11:00 a.m., Monday, 20<sup>th</sup> July 2020** 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.

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

## 2.25 **Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the 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: <b>Reserved to all Youth, Women and Persons with Disability Firms offering cleaning services registered in Kenya</b>												
2.9	Price to be charged for tender documents: <b>The tender shall be downloaded free of charge on <a href="http://www.pu.ac.ke">www.pu.ac.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b>												
2.10	Particulars of other currencies allowed. <b>None</b>												
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Please see mandatory requirement on 2.22 below</b>												
2.12	Particulars of tender security if applicable. <b>Tender Securing Declaration in the format provided</b>												
2.13	Validity of Tenders: <b>120 days after date of Tender Opening</b>												
2.18	Particulars of day, date and time of closing: <b>Monday, 20<sup>th</sup> July 2020 11:00 a.m.</b>												
2.22	<p><b>Evaluation and Comparison of Tenders:</b> The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:</p> <p style="text-align: center;"><b>a) Mandatory Requirements</b></p> <table border="1" data-bbox="410 1507 1484 1961"> <thead> <tr> <th data-bbox="410 1507 532 1608">No.</th> <th data-bbox="532 1507 1203 1608">Requirements</th> <th data-bbox="1203 1507 1484 1608">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="410 1608 532 1709">MR1</td> <td data-bbox="532 1608 1203 1709">Must submit a copy of Certificate of registration/incorporation</td> <td data-bbox="1203 1608 1484 1709"></td> </tr> <tr> <td data-bbox="410 1709 532 1906">MR2</td> <td data-bbox="532 1709 1203 1906">Must submit a copy of valid certificate on Access to Government Procurement Opportunities (AGPO) from National Treasury</td> <td data-bbox="1203 1709 1484 1906"></td> </tr> <tr> <td data-bbox="410 1906 532 1961">MR3</td> <td data-bbox="532 1906 1203 1961">Must submit a copy of Valid Tax</td> <td data-bbox="1203 1906 1484 1961"></td> </tr> </tbody> </table>	No.	Requirements	Responsive or Not Responsive	MR1	Must submit a copy of Certificate of registration/incorporation		MR2	Must submit a copy of valid certificate on Access to Government Procurement Opportunities (AGPO) from National Treasury		MR3	Must submit a copy of Valid Tax	
No.	Requirements	Responsive or Not Responsive											
MR1	Must submit a copy of Certificate of registration/incorporation												
MR2	Must submit a copy of valid certificate on Access to Government Procurement Opportunities (AGPO) from National Treasury												
MR3	Must submit a copy of Valid Tax												

	compliance certificate from KRA	
MR 4	Must fill the Price Schedule in the format provided	
MR 5	Must fill the Form of Tender in the format provided	
MR 6	Must submit a duly completed Tender Securing Declaration form in the format provided	
MR 7	Must submit a duly filled Confidential Business Questionnaire in the format provided	
MR 8	Must provide a copy of work injury benefit insurance cover as evidence	
MR 9	Current Compliance Certificate from National Social Security Fund (NSSF)	
MR10	Current Compliance Certificate from National Hospital Insurance Fund (NHIF)	
MR11	A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are: - <ul style="list-style-type: none"> <li>• Payment of salaries in time-there should be no complaints from your staff of delayed salaries</li> </ul>	
MR11	Must submit a duly filled, signed and stamped Self Declaration Form in the format provided	
MR12	Document must be serialized to entirety	
<p><b>At this stage, tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p>		
<p><b>b) Technical Scores (TS)</b></p> <p>This section (Technical Evaluation) will be marked out of 100 and will</p>		

determine the technical score (TS)

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S. 1	Provide proof of having performed services of similar nature and magnitude for the last 3 years	Provide copies of contracts/LPO and corresponding invoices for 3 clients <b>(6 marks each)</b>	18
T.S. 2	Key personnel competency profiles (Supervisory staff)	Provide CV, copy of Certificate of good conduct and Tertiary level certificate of two supervisory staff that will be assigned during the contract period.	10
T.S. 3	Physical Facilities: Provide details of physical address and contacts. <b>Attach evidence</b>	Details of physical address and contacts with copy of either title, lease agreement document or latest copy of a utility bill	7
T.S. 4	Organization structure	Give structure with details of responsibilities	5
T.S. 5	Cleaning Equipment and accessories owned by the firm and directly assigned to PU during the contract period	Provide details/list of at least (5) equipment and accessories and explain what they will be used for. <b>(2 marks for each)</b>	10
T.S. 6	Detergents/Chemicals to be used for cleaning	Provide list <b>(1 mark for each)</b>	5
T.S. 7	Work Program/Operation Plan/Schedule of cleaning	Provide details: identify areas or equipment to be cleaned, time period between each cleaning and person(s) responsible	15
T.S. 8	Submit a sample checklist for cleaning	Offices and open working areas occupied by	15

		services for the different cleaning sites	workstations and corridors that have a mixture of floor boards and tiles <b>(5 marks)</b> Tiled Kitchen <b>(5 marks)</b> Washrooms with tiled floors <b>(5 marks)</b>  To be evaluated on the quality through demonstration of a measurable items that will help in simplifying the management and supervision of cleaning services	
	T.S.9	References	Three letter of recommendation based on contracts that you have serviced in the last three years. <b>(5 marks for each)</b>	15
	<b>TOTAL</b>			<b>100</b>
<p><b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p>				
2.24	Particulars of post – qualification if applicable. Pwani University may inspect the premises and confirm details			
2.24.4	<p>Financial Evaluation: The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.</p>			
2.24.4	Award Criteria:			

	<b>Award will be made to the lowest evaluated price.</b>
2.30	Particulars of performance security: <b>5% of contract sum</b>
Other's as necessary	<p>Complete as necessary</p> <p>Negotiations may be held with the successful tenderer if the lowest evaluated price is in excess of available budget, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bid will be invited by the University for negotiations, and upon successful negotiations, be awarded the tender.</p> <p>Prior to signing of the contract the successful bidder will be required to submit/agree with the procuring entity on the following: -</p> <p>Evidence of Workers Injury Benefit (WIBA) Insurance policy  Police Clearance Certificates for all staff that will be deployed to work at all premises of the procuring entity.  Agree with the Contract Manager on a Performance Monitoring tool  Food handler's Medical certificate for staff to be deployed.</p>

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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 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: <b>Performance security shall be 5% of the contract sum</b>
3.8	Specify payments: <b>Payments shall be made after 30 days upon receipt of invoice</b>
3.9	Specify price adjustments allowed: <b>None</b>
3.14	Specify resolution of disputes: <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.17	Specify applicable law: <b>Laws of Kenya</b>
3.18	Indicate addresses of both parties: <b>Pwani University P.O. Box 195-80108, Kilifi</b>
Other's as necessary	Complete as necessary

## SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

NO.	DAYS	TYPE OF STAFF	NO. OF STAFF
1	30	Ground Staff	50
2	30	Accommodations Staff	4
3	30	Student Catering staff <ul style="list-style-type: none"> <li>• Cooks</li> <li>• Store keepers</li> <li>• DH Staff</li> <li>• Cleaning Staff</li> </ul>	10 3 3 17
4	30	HTM Staff <ul style="list-style-type: none"> <li>• Waiters</li> <li>• Cleaners</li> </ul>	1 1
5	30	University Farm staff	20
6	30	Resource Centre Staff <ul style="list-style-type: none"> <li>• Cooks</li> <li>• Store keeper</li> <li>• Waiters</li> <li>• Laundry Staff</li> <li>• Cleaning Staff</li> <li>• House keeper</li> <li>• Reception</li> </ul>	3 1 4 1 1 2 1
7	30	Technical Department staff <ul style="list-style-type: none"> <li>• Water works</li> <li>• Electrical</li> </ul>	2 2
8	30	Health Unit Staff	1
9	30	University Library Staff	2
10	30	Research Department Staff	1
11	30	General Cleaning Staff	40

## **SECTION VI – DESCRIPTION OF SERVICES**

### **TERMS OF REFERENCE FOR THE PROVISION OF CASUAL STAFF**

#### **1. BACKGROUND**

Pwani University was established in 2007 as a constituent college of Kenyatta University and has grown over time to become a fully-fledged Public University.

The University seeks to engage the services of a competent firm to provide casual labour services.

#### **2. OBJECTIVE**

The main objective of this assignment is to engage the services of a competent firm to provide casual staff to be seconded in our various departments both at our Kilifi and Mombasa Campus. The University intends to engage a single successful bidder to undertake the assignment.

#### **3. RESPONSIBILITIES OF THE CONTRACTED FIRM**

- Ensure that the required casual staff are seconded to the University upon notification in the shortest time applicable
- Appoint a supervisor who will be overall responsible for the day to day management of the casual staff at the University
- Manage the casual staff in close collaboration with the section supervisors
- Ensure welfare matters of the casual staff are promptly handled to enable uninterrupted service to the University
- Timely process the required monthly payments to the casual staff seconded to the University
- Keep a clear record of all the casual staff contracted
- Ensure that all staff are provided with clean working uniform
- You will be solely responsible for the provision of market approved cleaning detergents and related materials. The total cost of the detergents per month will be indicated by you at the bottom of the table provided.
- Ensure that all staff are provided with the necessary safety protective wear at all times
- Ensure that all staff have the right working tools and apparatus
- Ensure that staff working directly within the catering units undergo the required periodical medical examination

- Ensure that the contracted staff have the requisite insurance cover against injury while at work

#### 4. SCOPE OF WORK

The scope of work will involve but not limited to the following;

##### **Provide Fifty (50) persons to be seconded to the Grounds department**

Undertake daily grounds activities on fields, pathways, gardens, walkways which include but not limited to:

- ✓ Slashing
- ✓ Planting
- ✓ Pruning
- ✓ Weeding
- ✓ Cutting
- ✓ Raking
- ✓ Watering
- ✓ Landscaping
- ✓ Undertake other manual Labour work as and when assigned

It is desired that the staff seconded must have basic knowledge in the field(s) assigned

##### **Provide Six (6) persons to be seconded to the Security department**

- ✓ The persons assigned will be under the supervision of the head of security
- ✓ Undertake all security related activities as will be assigned from time to time
- ✓ Must have basic skills in the field of Security.
- ✓ Be persons of Integrity, Honest, Time conscious, Respect for persons and Property
- ✓ Undertake other related duties as and when assigned

##### **Provide Four (4) persons to be seconded to the Accommodations department**

Undertake daily Housekeeping activities within the Students Hostels and surroundings which include but not limited to:

- ✓ Daily Scrubbing and cleaning of Urinal Pans, hand wash basins, W.C. and pedestal pans;
- ✓ Daily mopping of Toilet and Bathroom floors
- ✓ Daily Disposal of litter;

- ✓ Daily removal of cobwebs and any unwanted wall dirt within the Hostels
- ✓ Disposing of dirt material by burning at the appropriate location
- ✓ Cleaning of Hostel Corridors
- ✓ Undertake other duties as and when assigned

It is desired that the staff seconded must have basic skills in House Keeping

**Provide Thirty-Nine (39) persons to be seconded to the Students Catering Department**

Undertake daily Catering activities within the Students Kitchen, Dining Hall and related units.

The activities include but not limited to:

- ✓ Cooking
- ✓ Manning Serving points
- ✓ Dining Hall Checkers
- ✓ Waiting
- ✓ Laundry Duties
- ✓ Storekeeping
- ✓ Cleaning of Utensils, Kitchen and Dining Hall Areas
- ✓ Undertake other duties as and when assigned

It is desired that the staff seconded as cooks must have certificate in food production/experience in mass food production etc

It is desired that the staff seconded must have basic skills in the field(s) mentioned

**Provide Two (3) persons to be seconded to the HTM Department**

Undertake daily Catering activities within the HTM and related units.

The activities include but not limited to:

- ✓ Manning Serving points
- ✓ Waiting
- ✓ Cleaning of Utensils, Kitchen and Dining Hall Areas
- ✓ Undertake other duties as and when assigned

**Provide Twenty-Two (22) persons to be seconded to the University Farm**

Undertake daily activities at the farm and related environs which include but not limited to:

- ✓ Working within the Nursery House
- ✓ Working within the Mushroom Production facilities
- ✓ Working on Crops in the farmland

- ✓ Managing the herd of livestock
- ✓ Undertaking general farm duties
- ✓ Performing other manual labour work as and when assigned

It is desired that the staff seconded must have basic skills in the field(s) mentioned

**Provide Thirteen (13) persons to be seconded to the Resource Centre (Guest House)**

Undertake daily Catering activities within the HTM and related units. The activities include but not limited to:

- ✓ Manning Serving points
- ✓ Cooking
- ✓ Housekeeping activities which include the following:
  - ✓ Waiting
  - ✓ Laundry Duties
  - ✓ Storekeeping
  - ✓ Cleaning of Utensils, Kitchen and Dining Hall Areas
  - ✓ Manning cashier points

Housekeeping activities which include the following:

- ✓ Daily Scrubbing and cleaning of Urinal Pans, hand wash basins, W.C and pedestal pans in the guest rooms;
- ✓ Daily mopping of Toilet and Bathroom floors
- ✓ Daily Disposal of litter;
- ✓ Daily removal of cobwebs and any unwanted wall dirt;
- ✓ Disposing of dirt material by burning at the appropriate location
- ✓ Cleaning of Guest House Corridors and adjacent facilities

It is desired that the staff seconded must have basic skills in House Keeping

**Provide Eleven (11) persons to be seconded to the University's Technical Department**

Undertake daily activities within the University's technical department which include but not limited to:

- ✓ Electrical work
- ✓ Carpentry work
- ✓ Water works
- ✓ Housekeeping within the respective workshops
- ✓ Manual Labour work as and when assigned

It is desired that the staff seconded must have basic skills in the field(s) mentioned

**Provide Forty-Six (46) persons to Undertake General Cleaning duties within the University**

The scope of work will involve and not be limited to the following;

**KILIFI CAMPUS (43)**

- ✓ Daily dusting, polishing of desks, tables, telephone heads, computer screens, keyboards, printers, chairs, cabinets, shelves and windows. (Please observe that some offices have delicate furniture that require special cleaning liquids);
- ✓ Daily sweeping and mopping of tiled and floor areas using market approved liquid detergents;
- ✓ Daily Scrubbing and cleaning of Urinal Pans, hand wash basins, W.C and pedestal pans;
- ✓ Daily mopping of toilet floors using market approved liquid detergents;
- ✓ Disposal of Office litter once daily;
- ✓ Daily removal of cobwebs and any unwanted wall dirt;
- ✓ Disposing of dirt material by burning at the appropriate location.

The Areas of Coverage are as listed below:

- New Administration Building
- Old Administration Building
- All Classrooms
- All workshops
- Lecture Theatre Halls
- University Library
- All Laboratories
- Students Hostels (not individual rooms)
- PUSA Offices
- Students Common Room – Toilets Only
- School of Agriculture
- Farm – Toilets and Offices only
- Staff Quarters
- All pathways bordering the above listed areas including the walkway to the farms administration offices

**MOMBASA CAMPUS (3)**

Building is situated along Moi Avenue (Southern House) just before Ganjoni Post Office and Comprises of Three Floors and a Balcony Roof.

- ✓ Daily dusting, polishing of desks, tables, telephone heads, computer screens, keyboards, printers, chairs, cabinets, shelves and windows.

- (Please observe that some offices have delicate furniture that require special cleaning liquids);
- ✓ Daily mopping of toilet floors using market approved liquid detergents;
  - ✓ Disposal of Office litter once daily;
  - ✓ Daily Scrubbing and cleaning of Urinal Pans, hand wash basins, W.C and pedestal pans;
  - ✓ Daily removal of cobwebs and any unwanted wall dirt.

The Areas of Coverage at our Mombasa Campus are limited to the following:

- All common areas
- Building corridors and Stair cases
- Offices occupied by Pwani University Only (1 and a half floors)
- Roof Balcony
- Front portion on the Ground Floor

**IMPORTANT NOTE:**

- i. All Administration Offices and Laboratories are not cleaned over the weekends.
- ii. All Lecture Theatres and Classrooms are cleaned on daily basis including weekends.
- iii. Students Hostels are cleaned daily including Sundays.

**Provide One (1) person to be seconded to the University's Health Unit**

Undertake daily activities within the University's Health Unit and as assigned by the responsible officer

It is desired that the staff seconded must have basic skills in the field mentioned

**Provide One (1) person to be seconded to the University's Research Dept.**

Undertake daily activities within the University's research department and as assigned by the responsible officer

It is desired that the staff seconded must have basic research skills

**Provide One (1) person to be seconded to the University's Finance Dept**

Undertake daily activities within the University's Finance department and as assigned by the responsible officer

It is desired that the staff seconded must have Finance management skills

**Provide Two (2) persons to be seconded to the University's Library**

Undertake daily activities within the University's Library and as assigned by the responsible officer

It is desired that the staff seconded must have basic library management skills

It is hereby stated that the numbers indicated may vary from time to time as they are dependent on activity levels and academic sessions

**5. CASUAL STAFF DEPLOYMENT**

The respective staff will be deployed to the respective departments and work under the divisional supervisors

Reporting Times will be assigned by the respective user departments as others work on rotational basis/shifts

**Pwani University will strictly monitor compliance**

**6. TERMS OF SERVICE AND PAYMENT**

- A service contract will be entered into and signed by both parties prior to commencement of the service
- The successful firm will be contracted for a period of two years' subject to annual satisfactory performance review.
- All costs quoted must be inclusive of all applicable taxes

**7. SUBMISSIONS AND IMPORTANT INFORMATION**

- (i) Respective bidders are requested to quote for the unit cost of providing casual staff in a schedule as indicated in the table
- (i) Respective bidders are also requested to quote for the total cost of providing casual staff in a schedule as indicated in the table

You are hereby requested to note that the unit cost and the total cost indicated **MUST** be inclusive of the following:

- **NSSF Contributions**
- **NHIF Contributions**
- **Adhere to the regulation of wages order**
- **Any other related costs (medical/uniform/protective wear e.t.c.)**

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VII - STANDARD FORMS**

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

**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, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

**PRICE SCHEDULE OF SERVICES**

<b>NO.</b>	<b>NO. OF DAYS</b>	<b>TYPE OF STAFF</b>	<b>UNIT RATE PER DAY</b>	<b>NO. OF STAFF</b>	<b>TOTAL COST FOR 30 DAYS</b>
1	30	Ground Staff		50	
2	30	Accommodations Staff		4	
3	30	Student Catering staff <ul style="list-style-type: none"> <li>• Cooks</li> <li>• Store keepers</li> <li>• DH Staff</li> <li>• Cleaning Staff</li> </ul>		10 3 3 17	
4	30	HTM Staff <ul style="list-style-type: none"> <li>• Waiters</li> <li>• Cleaners</li> </ul>		1 1	
5	30	University Farm staff		20	
6	30	Resource Centre Staff <ul style="list-style-type: none"> <li>• Cooks</li> <li>• Store keeper</li> <li>• Waiters</li> <li>• Laundry Staff</li> <li>• Cleaning Staff               <ul style="list-style-type: none"> <li>• House keeper</li> </ul> </li> <li>• Reception</li> </ul>		3 1 4 1 1 2 1	
7	30	Technical Department staff <ul style="list-style-type: none"> <li>• Water works</li> <li>• Electrical</li> </ul>		2 2	
8	30	Health Unit Staff		1	
9	30	University Library Staff		2	
10	30	Research Department Staff		1	
11	30	General Cleaning Staff		40	
	<b>SUB-TOTAL</b>				
	<b>Monthly cleaning material cost</b>				
	<b>VAT 16%</b>				
	<b>TOTAL COST</b>				

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

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

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. 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.

<b>Part 1 General</b>  Business Name..... Location of Business Premises ..... Plot No, .....Street/Road..... Postal address .....Tel No. ....Fax Email ..... Nature of Business ..... Registration Certificate No. .... Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers..... Branch.....			
<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....			
<b>Part 2 (b) – Partnership</b>			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
<b>Part 2 (c) – Registered Company</b>			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....		Signature of Candidate.....	

### 8.3 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. [insert number of bidding process.....]

To: [insert complete name of Purchaser.....  
.....]

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 the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the 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) twenty-eight 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 bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid

Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ..... [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)

## 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 (insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION FORMS**

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

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

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

(Signature)

(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