



**REPUBLIC OF KENYA  
MINISTRY OF GENDER, CULTURE, THE ARTS, AND  
HERITAGE  
STATE DEPARTMENT FOR GENDER AND AFFIRMATIVE  
ACTION  
PO BOX 29966 – 00100 NAIROBI, KENYA**

**OPEN TENDER**

**TENDER**

**For**

**PROVISION OF CLEANING SERVICES  
RESERVED FOR AGPO CATEGORIES (YOUTH, WOMEN  
AND PEOPLE WITH DISABILITY-PWD).**

**TENDER No: MGACH/SDGAA/OT/03/2023/2024-2026**

**CLOSING DATE/OPENING DATE:  
THURSDAY 9<sup>th</sup> MAY 2024 AT 10.00 A.M.**

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## SECTION I INVITATION TO TENDER

30<sup>th</sup> April 2024

### TENDER NO: MGCAH/SDGAA/OT/03/2023-2024; OPEN TENDER FOR PROVISION OF CLEANING SERVICES 2024/2025/2026

1. The Ministry of Gender, Culture, The Arts and Heritage, State Department for Gender and Affirmative Action, hereinafter referred to as “Procuring entity” invites eligible bidders to tender for **provision of professional Cleaning Services**, during the financial years **2024/2025-2025/2026** by AGPO category

NO	DESCRIPTION	TENDER NO	CATEGORY
1	OPEN TENDER FOR PROVISION OF CLEANING SERVICES	MGCAH/SDGAA/OT/03/2023-2024	AGPO

2. The tender document containing detailed terms and conditions of the tender may be downloaded from the State Department for Gender and Affirmative Action (SDGAA) website [www.gender.go.ke](http://www.gender.go.ke) or from Public Procurement Information Tender Portal (PIIP) <https://tenders.go.ke> free of charge. **The tender is exclusively reserved for youth, Women and Persons with disability who are registered by the National Treasury (AGPO).**
3. Duly completed tender documents in sealed envelopes marked Tender Number. **MGCAH/SDGAA/OT/03/2023-2024** is to be submitted in hard copy (No Spiral binding) to the The Ministry of Gender, Culture, The Arts and Heritage, State Department for Gender and affirmative action, and must be deposited in the **Tender Box located at Teleposta Towers 4<sup>th</sup> floor** and addressed to:  
**The Principal Secretary  
State Department for Gender and Affirmative Action  
P. O. Box 29966 - 00100  
NAIROBI**  
So as to be received not later than **Thursday 9<sup>th</sup> May 2024 at 10.00 a.m.**
4. Late applications will not be accepted. The Tender will be opened/closed Immediately thereafter.
5. Prices quoted must be net, inclusive of all taxes, delivery cost and must be in Kenya Shillings. The prices shall remain valid for 120 days from the closing date of the tender.
6. Other Addresses:

#### **A. Address for obtaining further information on the tender documents**

The Principal Secretary,  
Ministry of Gender, Culture, the Arts, and Heritage,  
**State Department of Gender and Affirmative Action**  
P.O. Box 29966 – 00100  
Nairobi, Kenya  
Tel : 020-2216500  
Email: [procurement@gender.go.ke](mailto:procurement@gender.go.ke)  
Supply Chain Management Office

#### **B. Address for Submission of Tenders.**

The Principal Secretary,  
Ministry of Gender, Culture, the Arts, and Heritage,  
**State Department of Gender and Affirmative Action**  
P.O. Box 29966 – 00100,  
Nairobi, Kenya

Tender Box located at 4<sup>th</sup> Floor-Supply Chain Management Office  
Telposta Towers,  
Kenyatta Avenue, Nairobi

**C. Address for Opening of Tenders.**

Ministry of Gender, Culture, the Arts, and Heritage,  
**State Department of Gender and Affirmative Action**  
4<sup>th</sup> Floor, Telposta Towers,  
Kenyatta Avenue, Nairobi  
PS's Board Room

Kindly note that the tender MGCAH/SDGAA/03/2023-2024-2026 advertised on 23<sup>rd</sup> April 2024 is hereby cancelled.

**Principal Secretary**  
**SDGAA**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

This Invitation to tender is exclusively reserved for youth, Women and Persons with disability who are registered by the National Treasury. The successful Tenderers shall provide the services for the stipulated duration from 1<sup>st</sup> July , 2024 to 30<sup>th</sup> June, 2026 a period of 2(two) years.

- 2.1.1. 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.
- 2.1.2. 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.
- 2.1.3. 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.

### **2.3.1 Contents of tender documents**

- 2.3.2 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Invitation to Tender
- ii) Instructions to tenderers
- iii) General Conditions of Contract
- iv) Special Conditions of Contract
- v) Schedule of Requirements
- vi) Price schedules
- vii) Standard Forms

- 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.

### **2.3 Clarification of Documents**

- 2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, 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”
- 2.3.2. 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

## **2.4 Amendment of documents**

- 2.4.1. 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.
- 2.4.2. 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.

## **2.5 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.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. 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 un-amended 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 2<sup>nd</sup> May **2024 at 10.00 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 appendix to instruction to tenderers not later than 2<sup>nd</sup> May **2024 at 10.00 am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations



of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

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

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and date 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, service 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 THE 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.

### Appendix to Section II of Instructions to Tenderers

The following information regarding the particulars of the tender shall complement/ supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>The procuring Entity is the Ministry of Gender Culture, The Arts and Heritage, State Department for Gender and affirmative action Tender is reserved for disadvantaged groups (Youth, women, and persons with disability registered by National Treasury.)</i>
2.2.1	<i>The tenderer shall bear all the costs associated with the preparation and submission of its tender.</i>
2.2.2	<i>The cost of the tender document N/A</i>
2.20.5	<i>A responsive firm is the one which meets the terms and conditions in the preliminary and then the minimum specifications</i>
2.6.1	<i>The language shall be English.</i>
2.9.3	<i>Prices quoted shall be firm and fixed. Prices should be quoted in Kenya Shillings</i>
2.13.1	<i>The tender validity period shall be 120 days from the date of opening of the tender.</i>
2.19.1	<i>Clarification can be sought (4) seven days before tender closing/opening date</i>
Other's as Necessary	<i>Tenderers are required to visit and verify particulars of the premises through the Office Procurement, State Department For Gender, Telposta Towers, 4<sup>th</sup> Floor</i>

## QUALIFICATION CRITERIA

### (A). Mandatory requirements:

To be responsive under the preliminary examination a bidder must provide ALL documents listed below.

S/NO	ITEM DESCRIPTION	Maximum score in %	%
1.	Proof of Registration of the Firm Certificate	5	
2.	Valid Tax Compliance Certificate	10	
3.	Have registered with KRA – VAT/PIN certificates	5	
4.	Proof of Valid Registration with The National Treasury under Disadvantaged group (Women, Youth and PWD) as evidence of eligibility	20	
5.	Provide an operational plan.	15	
6.	Proof of Registration with NSSF	15	
7.	Submit CR 12(Within 6 months) for Limited Companies or IDs for Sole/Partnership Company from Ag’s office indicating the Directors of the Company	10	
8.	Provide a duly filled, signed and stamped Tender Securing Declaration form	5	
9	Provide a duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred from doing business with the Government of Kenya or any other jurisdiction	5	
10	Valid Business Permit	10	
	Total	100	

Pass score is 75%

### (B). Technical requirements:

S/N	ITEM DESCRIPTION	Maximum score in %	%
1.	Submit details of experience from major clients, summary of services rendered, value of contracts and contact person, address and telephone numbers.	10	
2.	Bank statement for the last six months OR Audited accounts for the last 3 years	25	
3.	<b>Company profile-</b> (a) Managerial and key personnel profiles, qualifications and capacity to deliver (b) Certificate of good conduct for the staff to be deployed (c) Evidence/proof of availability of working capital (bank balances or credit facility-a commitment letter from the bank)	30	
4.	A list of Tools/Equipment to be employed	20	
5.	Recommendation letters from at least three clients	15	
	Total	100	

Pass score is 75%

A bidder will be determined as technically responsive if he/she provides proof/documents stated above. Only bidders who are technically responsive will be evaluated under financial evaluation.

**List of Tools/Equipment to be employed**

ITEM DESCRIPTION	STATE WHETHER OWNED OR LEASED

**SECTION III GENERAL CONDITIONS OF CONTRACT**

**3.1 Definitions**

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

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

**3.2 Application**

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

**3.3 Standards**



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

**3.5 Patent Right's**

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

**3.6 Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) 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 anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

#### SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1 (a)	The contract is two (2) years term contract ending June <b>2026</b> .
3.1 (b)	The contract price to be in KShs.
3.1 (C)	The services to be provided is professional Cleaning Services at the The Ministry of Gender Culture, The Arts and Heritage, State Department for Gender and affirmative action Telposta Towers, 4 <sup>th</sup> Floor
3.1 (d)	The procuring entity is The Ministry of Gender Culture, The Arts and Heritage, State Department for Gender and affirmative action
3.7	The supervisor of the service under the contract is the Office Superintendent (OS)
3.8	Payment will be made quarterly after the services are rendered on submission of invoice and satisfied certificate of Services issued by OS
3.9	No price adjustments is allowed
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator
3.17	The laws of Kenya shall apply

#### SECTION V – SCHEDULE OF REQUIREMENTS

The Service Contract shall involve cleaning of all

NO.	ITEM DESCRIPTION	SERVICE DESCRIPTION	FREQUENCY
1.	Scope of Work	<ul style="list-style-type: none"> <li>▪ Carpeted offices</li> <li>▪ Vacuum cleaning</li> <li>▪ Shampooing to be done fortnightly</li> </ul>	Daily

		<ul style="list-style-type: none"> <li>▪ Stain removal</li> <li>▪ Emptying waste basket</li> </ul>	
2.	Offices	<ul style="list-style-type: none"> <li>▪ Mop floor and disinfect</li> <li>▪ Clean walls, doors, windows and glasses</li> <li>▪ Remove dust and Cobwebs</li> <li>▪ Clean and disinfect basins, sinks, urinals and cistern</li> <li>▪ Provide sufficient Mothballs and Air freshener</li> </ul>	Daily
3.	Furniture	<ul style="list-style-type: none"> <li>▪ Dusting and damp wiping</li> <li>▪ Polishing of tables and desk</li> <li>▪ Dusting damp wiping and disinfecting telephone headsets</li> <li>▪ Movement of furniture and other office equipment when necessary</li> </ul>	Daily
4.	Corridors	<ul style="list-style-type: none"> <li>▪ Sweep and Mop Floors</li> <li>▪ Remove dust and Cobwebs</li> <li>▪ Dust walls and Remove Marks</li> </ul>	Daily
5.	Windows	<ul style="list-style-type: none"> <li>▪ Opening and damp wiping daily</li> <li>▪ Dusting window frames mullions</li> <li>▪ Disinfecting handles and freshness weekly (Will be done from inside only)</li> </ul>	Daily
6.	Kitchen	<ul style="list-style-type: none"> <li>▪ Sweep and Mop Floors</li> <li>▪ Dust and Clean walls</li> <li>▪ Clean sinks using recommended disinfectant</li> </ul>	Daily
7.	PS'S Washroom	<ul style="list-style-type: none"> <li>▪ Sweep and Mop Floors</li> <li>▪ Dust and Clean walls</li> <li>▪ Clean sinks using recommended disinfectant</li> <li>▪ Clean cistern</li> </ul>	Daily

**Grand Total area**

NOTE: (i). The essence of contracting the services is to ensure that the areas covered under the service contract are kept as clean as practically possible. The successful bidder will be required to employ the necessary tools and equipment that will enable him/her achieves the required standards.

**SECTION VI – PRICE SCHEDULE OF SERVICES**

**TABLE A.**

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL FLOOR SIZE	RATE PER SQ FT	TOTAL COST
1	The whole of 4 <sup>th</sup> floor Telposta Towers	Sq Feet	23,964		
<b>Sub Total per Day (KSHS.)</b>					
<b>Grand Total per Month (KSHS.)</b>					

NOTE: The unit rate quoted should be adequate to accommodate service description of the item as given in section V – Schedule of Requirement and any other incidental cost applicable in delivering quality services.

**TABLE B: CARPET CLEANING (Quote rate only)**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE PER M <sup>2</sup>
1	Carpet Cleaning	M <sup>2</sup>	

Note: Carpet Cleaning will be done as need arises and as instructed by office superintendent. The service will be ordered and Payment for separately.

**NOTE**

**The supplier will be required to provide/use detergent, air freshener and other cleaning chemicals which must be acceptable to the user.**

**SECTION VII- STANDARD FORMS**

1. Form of tender
2. Letter of Notification
3. Contract form
4. Confidential Questionnaire form
5. Form Of Tender-Securing Declaration
6. Form Of Tender-Securing Declaration SD 1 & SD 2

**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos... *[Insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*

- 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 \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
- 3. 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.
- 4. 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.

5. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

6. *[signature]* *[In the capacity of]*

7. Duly authorized to sign tender for and on behalf of \_\_\_\_\_

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

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.

### Part 1 General

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 .....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
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4. ....	.....	.....	.....																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																				
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4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

**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 OF TENDER-SECURING DECLARATION**

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

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

Tender No.: ..... *[Insert number of tendering processes]*

To: .....*[insert complete name of*

*Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering 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 tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

- a) our receipt of a copy of your notification of the name of the successful Tenderer; or
- b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

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

.....

Name:

.....

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

*ofTenderer]*. Dated on ..... day of..... *[Insert*

*date of*

*signing]*.

Seal or stamp.

**SELF-DECLARATION FORMS**

**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.

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

2. THAT what is deponed to herein above is true to the best of my knowledge, information  
and belief.

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

Bidder Official Stamp

**FORM SD2**

**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 herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp