



TENDER

FOR

**PROVISION OF CLEANING SERVICES
(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH
DISABILITY)**

TENDER NO. CMA/ONT 003/2018-2019

MARCH 2019

Integrity upholds a Nation... We believe in it.

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SECTION I - INVITATION FOR TENDER

....., 2019

TENDER FOR PROVISION OF CLEANING SERVICES

TENDER NO.CMA/ ONT 003/2018-2019

(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY ONLY)

The Capital Markets Authority invites sealed tenders from interested bidders for the following services:

S/No	TENDER NO.	ITEM DESCRIPTION	TENDER SALE COMMENCEMENT DATE	CLOSING DATE
1.	CMA/ONT 003/2018-2019	Provision of Cleaning Services	March 26 th , 2019	April 9 th , 2019 at 11:00am
SITE VISIT FROM 27TH MARCH 2019 TO 3RD APRIL 2019 AT 11.00 AM AT THE CMA OFFICES 3RD FLOOR				

Interested eligible candidates may obtain further information from and inspect the tender documents at **CMA Procurement Office, Tel: 254-20- 2264900/ 2221910/ 2213730/ 2226225 Fax: 254-020-2228254 Email: procurementteam@cma.or.ke, 6th Floor, Embankment Plaza, Longonot Road, Upperhill Nairobi** on working days from **March 26th, 2019** between **9.00am to 12.30pm and 2.00pm to 4.30pm.**

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of one thousand Kenya shillings (**Kshs. 1,000**) in cash or bankers cheque payable to Capital Markets Authority or downloaded free of charge from the following websites; www.cma.or.ke or <https://tenders.go.ke>

Completed Tender documents in plain sealed envelopes clearly marked on top with the title and reference for the Tender should be addressed to: -

**The Chief Executive
Capital Markets Authority
P.O Box 74800 – 00200
NAIROBI.**

and must be deposited in the **Tender Box at 3rd floor, Embankment Plaza, Longonot Road, Upper hill, Nairobi** so as to be received on or before **April 9th, 2019 at 11:00 am**. Tenders will be opened immediately thereafter at **11:30 am** local time in the presence of the candidates/representatives who choose to attend in the Conference Room 4th floor, Embankment Plaza.

Late bids shall be rejected

Chief Executive

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

modify the tender documents by issuing an addendum.

- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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 as 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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

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

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

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

or

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

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

2.13 Validity of Tenders

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

**The Chief Executive
Capital Markets Authority
P.O Box 74800 – 00200
NAIROBI.**

(b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE APRIL 9TH, 2019 AT 11:00 AM"**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 2.15.1 (b) no later than April 9th, 2019 at 11:00am.

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 11:00am on April 9th 2019 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 bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.23 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 tenderer's 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. 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. 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 requirements outlined herein 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:

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1 Particulars of eligible tenderers	Reserved for firms belonging to Youth, Women and Persons with Disability only
2.10 Particulars of other currencies allowed	Any easily convertible currency e.g. US dollar/GBP
2.11 Particulars of eligibility and qualifications documents of evidence required	Proof of Registration with treasury under AGPO (Submit Copy of valid certificate issued by NT)
2.12 Particulars of tender security if applicable	Not Required for the target group
2.24 Particulars of post – qualification if applicable	N/A
2.30 Particulars of performance security if applicable	Not required
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 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.

3.5 Performance Security

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 Inspections and Tests

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 Nothing in paragraph 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 **Payment**

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

3.8 **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.

3.9 **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.

3.11 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.

3.12 Termination for convenience

3.12.1. 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.

3.12.2. 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.

3.13 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.

3.14 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.

3.15 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.

3.16 Applicable Law

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

3.17 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 (SCC) shall supplement the general conditions of contract (GCC), 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	N/A
3.8 Specify method and conditions of performance	As specified in Terms of reference
3.9 Specify price adjustments allowed	There shall be no price adjustment
23.14 Specify resolution of disputes	The chartered institute of Arbitrators (Kenyan Chapter)
3.17 Specify applicable law	The laws of Kenya
3.18 Indicate addresses of both parties	Capital Markets Authority P. O. Box 74800 -00200 Nairobi

DELIVERABLES UNDER THIS SERVICE CONTRACT

INTRODUCTION

The Capital Markets Authority (CMA) was established through an Act of Parliament in 1989 with the mandate to promote, regulate, and facilitate the development of orderly, fair, and efficient Capital Markets in Kenya.

In line with this mandate, CMA works closely with the licensed market intermediaries, the Nairobi Stock Exchange (NSE), the Central Depository and Settlement Corporation, issuers of securities, institutional and retail investors, and various stakeholders to develop the capital market in Kenya. CMA also safeguards the public and investors' interests in the capital markets.

As part of its main strategic objective of promoting public awareness and investor education to enable Kenya to achieve Vision 2030, CMA intends to engage a communication consultant to assist with achieving this objective. The consultant is expected to design a communications campaign that involves educating all stakeholders and raising awareness about CMA's role and topical issues in the capital markets industry to deepen awareness and understanding through a multi-faceted approach.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of cleaning services reputation, and the personnel to perform the contract. They should also have legal capacity to enter into a contract and demonstrate that they have continuously fulfilled obligations to pay taxes and social Security contributions as required by law.

1.0 REQUIREMENTS FOR CONTRACTOR

- a. Registration with Treasury under **Youth, Women and Persons with Disability (AGPO Group)**.
- b. Experience in provision of cleaning services in at least 3 organizations by providing a list of such organizations, contact persons, contact address (postal and telephone). Attach prove; either letter of award, contract, reference letter or LSO.
- c. Detailed company profile.
- d. Staff establishment that are currently deployed to clean by the service firm and network of the firm.
- e. Proof of equipment currently being used by the firm on cleaning for example; cleaning detergents, cleaning equipment e.g. vacuum cleaners etc. Attach proof of ownership.

Additionally, the contractor must be well-established, and a fully qualified to provide a service based on: -

- a. A holistic, flexible and pro-active approach to cleaning services;
- b. Demonstrate value for money;
- c. Raise the standard and maintain an exceptional level of cleaning.

2.0 CLEANERS QUALIFICATIONS

The proposed Cleaners **must** have the under listed qualifications:

- a. A minimum of D in KSCE or its equivalent;
- b. Minimum work experience of 6 months in cleaning.

3.0 NON-PERFORMANCE PENALTY

In the event that the selected Contractor does not administer the contract in whole or in part, the Authority shall apply penalties as specified in this document and contract entered into. Any persistence beyond two months will call for termination proceedings to commence.

4.0 DURATION

The contract for cleaning services will be for a period of **three (3) years**.

5.0 TERMINATION

The Authority may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if: -

(a) By Breach of Contract

- (i) The Contractor frequently fails to provide services of acceptable standards set by the Authority in the performance of this Agreement and
- (ii) The Contractor fails to perform any other obligation under this Agreement.

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

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

6.0 CONFIDENTIALITY

The Contractor, its Cleaning Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of the Authority.

7.0 ASSIGNMENT

The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement.

8.0 SUB-CONTRACT

The contractor shall not be sub-contracted under this agreement.

9.0 PAYMENT TERMS

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

10.0 PROVISION AND STANDARD OF SERVICE

(a) The Contractor shall provide services of acceptable standards set by the Authority in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Authority;

(b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by the Authority;

(c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the contractor shall immediately and without any delay notify the Authority in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable the Authority shall evaluate the condition and may, at its sole discretion, waive the contractor's obligations without the risk of sanctions or impositions of liquidated damages and or the summary termination of this Agreement without any notice.

11.0. NOTICE ADDRESSES

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

12.0 TENDER PRICES

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

13.0 CLAIMS

Notice of all claims by the Authority in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

14.0 INSURANCE

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

The Contractor shall be required by the Authority to avail the Policy **of Insurance in respect thereof and proof of payment of current premium.**

15.0 SALARY PAYMENT / BENEFITS

- a. Contractor shall ensure that each person engaged in this contract is **paid as per the minimum wage** for Cleaning Personnel in a timely manner but not later than the fourth working day of each month. Proof of payment shall be submitted to the Authority every month. Late payment shall not be tolerated under any circumstances;
- b. The Contractor shall ensure statutory compliance with the Employment Act in matters of annual leave and other labour provisions.
- c. The Authority reserves the right to check that salaries to personnel working on this Contract are paid in full and on time. Failure to provide information and or failure to adhere to timely payment may result in termination of this Contract.

16.0 SECURITY PASSES

- a. All Contractor staff shall display their staff identification badges with them at all times;

17.0 UNIFORM

- a. Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including footwear), and provide name tag to be worn by Contractor personnel in performance of their respective duties under this Contract;
- b. Staff must be in uniform at all times;
- c. All uniforms shall be subject to regular inspection by the Authority Representatives. Contractor's personnel shall ensure that the uniform is clean and appearance is neat and tidy at all time while providing the services;
- d. All Contractors personnel shall wear a name tag that will be styled and colored as approved by the Authority. The name tag shall reflect workers true identity;
- e. All cost related to uniforms and safety shoes shall be borne by Contractor.

18.0 LEAVE / ABSENTEEISM / TERMINATION / REPLACEMENT

The Contractor shall be responsible for the effective management of vacation leave; absences, sick- leave, special leave etc. and must ensure that sufficient systems and structures are in place to maintain the level of Service performance requirements under this Contract.

- a. Should the Authority identify any Contractor's personnel deemed unacceptable due to misconduct, lack of cooperation, unacceptable hygiene standards, and incompetence or otherwise, then the Contractor shall replace these personnel at no cost to the Authority;
- b. Contractor shall ensure without fail that the Authority is provided with the agreed number of workers each working day. Any absenteeism shall be reported immediately by Contractors Supervisor to the Authority Representative. Planned leave should be advised giving at least two weeks' notice. Contractor shall provide suitable Company approved replacement personnel for any absentee due to planned leave or sick leave;

19.0 QUARTERLY/MONTHLY REPORTS, MEETINGS AND PERFORMANCE EVALUATION

Throughout the Contract duration, Contractor shall be responsible for producing quarterly reports including but not limited to the following important aspects:

- a. Executive summary describing actual areas cleaned vs required in the contract;
- b. Equipment at site;
- c. Number of personnel, absenteeism, replaced personnel etc. to be provided on monthly basis;
- d. Areas of concern encountered during performance of the services i.e. access to work site, technical issue, etc. this to be provided on monthly basis;
- e. Any incidence/accidents shall be reported in writing immediately to the concerned Authority Representative;
- f. Other reports as requested by the Authority Representative.

20.0 CONTRACTOR OBLIGATION

Notwithstanding the responsibility of Contractor to fulfill all the Contract obligations, the Contractor without being limited to the following shall provide:

- a. All cleaning materials, supervision, labor, cleaning equipment necessary for the performance of the Services;
- b. Provision of transportation to his employees to and from the work site;
- c. Safeguarding of Contractor's cleaning material stocks and wellbeing of cleaning equipment within the designated Contractor's work area in a safe and tidy manner, and the removal from site of all unused cleaning materials on completion of the Services to the satisfaction of Company;
- d. Report any and all maintenance defects or breakdowns encountered during the course of their duties to the Authority's Representative immediately.

21.0 AUTHORITY OBLIGATIONS

Without limiting the responsibility of the Contractor in any way to complete the provision of the Services, the Authority will facilitate the following where applicable:

- a. Review/Approval of Contractor's cleaning materials;
- b. Review/Approval of Contractor's cleaning equipment;
- c. Periodic inspection and auditing of Contractor Services;

- d. Ad-hoc inspection of Contractor cleaning equipment and personnel.

22.0 UNACCEPTABLE METHODS

Methods of cleaning which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or customers/visitors are unacceptable. The Contractor shall, at the direction of the Authority representative, investigate all unacceptable methods reported to the Authority representative and, if appropriate, discipline any employee undertaking such methods or any dangerous practice.

23.0 COMPLAINTS

- a. The Authority Representative shall receive all complaints, and any received directly by the Contractor will be redirected to the Representative forthwith;
- b. The Authority representative shall notify the Contractor of any complaints requiring his attention. The Contractor shall deal with such complaints in a prompt, courteous and efficient manner and the Contractor shall notify the Authority Representative forthwith on how and when the complaint was resolved;
- c. Complaints received by or referred to the Authority Representative shall be investigated by the Authority Representative.

24.0 DEPLOYMENT OF MACHINES

- a. Machines to be deployed by contractor are the property of the contractor and will be maintained by contractor at his own cost;
- b. The contractor should deploy minimum number of machines as per the need;
- c. Machines/equipment brought by the contractor should always be in working conditions. If any defects occur in the machinery, the same shall be repaired and made workable within twenty-four hours. However, till such time he has to make an alternative arrangement to maintain the premises at his own cost and for this alternative arrangement nothing extra is payable. No machine shall be out of order for more than 3 days;
- d. The cost of running charges of machines i.e. for fuel, petrol or battery i.e. replacement of parts etc. shall be borne by the contractor and nothing extra is payable.

25.0 PROVISION OF MATERIALS

The Contractor shall supply all materials, including consumables required throughout the performance of the Service and shall include for the provision of such materials in his Tender. All materials used shall be approved in writing by the Authority representative and any proposed changes shall be discussed with and agreed by the Authority representative in advance.

The contractor would be expected to adopt/ adjust to new products in the market at no cost to the Authority.

26.0 WORKING HOURS

Cleaning should commence at **6:30am daily from Monday to Friday**. The contractor will be required to have a supervisor on site at all times.

SECTION VI DESCRIPTION OF SERVICES

The Authority wishes to continue maintaining high standards of cleanliness in its premises and is interested in identifying a competent provider for the work.

1.0 SCOPE OF WORK

The services will be carried out at the Authority's premises at Embankment Plaza, Upper Hill and shall encompass the 3rd, 4th, 5th and 6th floors of the Building. Areas to be cleaned include all; offices, conference rooms, board room, Chairman's office, waiting rooms, meeting rooms, coffee pauses, terraces, Executive washrooms and the reception areas. The nature of cleaning shall include but not limited to the following:

- a) **Floors**
 - Scrub daily and apply stain removing detergent and retain them clean at all times;
 - Apply floor seal suitable for the surface to enhance appearance.
 - Vacuum and clean the carpets where necessary.

- b) **Walls and Pillars**
 - Clean thoroughly without removing (peeling) of original paint;
 - Remove Cobwebs, dirt, ugly marks or stains.

- c) **Glass walls, windows, doors**
 - Clean them and keep them devoid of dust or any marks.

- d) **Furniture, Counters, Desks**
 - Clean and shampoo upholstered furniture on monthly basis;
 - Dust plastic chairs daily and scrub them on weekly basis to retain their original colour;
 - Clean and dust tables and counters on daily basis;
 - Arrange all furniture in an orderly manner;
 - Remove disused and broken furniture, collect and move it to designated areas;
 - Transfer furniture when need arises.

- e) **Waste Bins**
 - Provide polythene linings for waste bins in the entire Authority;
 - Collect and manage all refuse in the coffee pauses and kitchenettes and empty and clean all dustbins and disinfect them daily.

- f) **Telephone heads and IT equipment**
 - Damp-wipe with detergent solution and sanitizer daily.

- g) **Ceiling, roof space, partitioning and windows**
 - Clean roof space, ceiling and walls, remove cobwebs and dirty marks.
- h) **Glass partitions/Windows**
 - Clean all glass partitions with appropriate detergents, keep them clean, and polished at all times. Clean all windows using telescope window cleaners and clean all blinds.
- i) **Undertake fumigation on all floors quarterly**
- j) **Serving Office Tea**
 - In addition to cleaning the three (3) proposed cleaning ladies shall be expected to assist in preparing and serving office tea as well as cleaning the Utensils thereof.

2.0 PROVISION OF CLEANING CONSUMABLE MATERIALS AND EQUIPMENT

The successful contractor will be required to provide the following and any other suggested consumables and equipment for use in providing contracted services: -

- | | |
|----------------------------------|---------------------------------------|
| 1. Stain removers; | 10. Polishes; |
| 2. Tools and Equipment; | 11. Hand brushes; |
| 3. Detergents and disinfectant; | 12. Dusters and cleaning cloths; |
| 4. Mop Buckets; | 13. Dust masks; |
| 5. Floor shining mops; | 14. Gloves and dust masks; |
| 6. Window cleaners (telescopic); | 15. Caution signs; |
| 7. Scrubbing / Buffing machines; | 16. Dust bins with polythene linings. |
| 8. Broom/hand brooms; | |
| 9. Floor scrubbers; | |

3.0 IDENTIFICATION

The Contractor will be expected to provide staff with appropriate protective wears and safety gadgets to enable them do required work. Also provide staff with nametags and uniforms as approved by the Authority;

Provide warning signs alerting staff and visitors of impending danger where appropriate e.g. slippery, wet floors and cleaning in progress. These signs shall be neat and presentable.

4.0 PROVISION OF PERSONNEL TO EXECUTE THE CONTRACT

The successful contractor will be required to provide the following minimum personnel for use in providing the cleaning services: -

Designation	Minimum number
Cleaners	Total of Ten (10) cleaners i.e. 7 men and 3 ladies

5.0 TRAINING

The contractor shall undertake basic training of his staff on occupational safety and health, firefighting, first aid and any other training as applicable.

6.0 COMPREHENSIVE CLEANING & FUMIGATION

The provider will be required to undertake general cleaning once a month and fumigation every quarter.

7.0 SITE VISIT

The contractor will be expected to visit the Authority premises before submitting a bid.

8.0 EVALUATION CRITERIA

The Bids will be taken through 3 stages of evaluation. The following criteria shall be followed during evaluation:

Stage 1: Preliminary evaluation (Mandatory requirements)

- i. A copy of valid AGPO certificate issued by the National Treasury
- ii. Signed Site visit certificate (The certificate will be issued during the site visit which will be held from **27th March 2019 to 3rd April 2019 at CMA Offices 3rd Floor, 2019 at 11.00 am.**
- iii. Copy of Valid Tax Compliance Certificate
- iv. Duly signed Confidential business questionnaire

Firms that will not meet the mandatory requirements will not qualify for financial evaluation.

Stage 2: Technical Evaluation

i. Experience of firm with evidence as per clause 1.0 (b) above	30 marks
ii. Proof of equipment as per 1.0 (e) above	30 Marks
iii. Current establishment and network	10 Marks
iv. Cleaners qualification/copies of certificates for cleaners and experience as required above	16 Marks
v. Operational plan – Should outline how the bidder plans to execute the assignment	14 Marks
Total Marks	100 Marks

Only Firms that meet the technical score of 80Marks and above will progress to financial evaluation.

Stage 3: Financial Evaluation

The firm that meets the technical requirements and offers the lowest bid price shall be considered for award.

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. 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

Name of Tenderer _____

Tender Number _____

Item	Description	Quantity	Duration (1 year)	Unit Price per year	Total Price for 3 years (Kshs)
1.					
2.					
3.					
4.	Any other incidental services payable				
Total					
VAT					
TOTAL AMOUNT VAT INCLUSIVE					

Total Amount in Words _____

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.

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

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

GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]