

COUNTY GOVERNMENT OF KIAMBU



DEPARTMENT OF FINANCE & ECONOMIC PLANNING

**STANDARD TENDER DOCUMENT
FOR
SUPPLY AND DELIVERY OF CLEANING
MATERIALS/INSECTICIDES AND
PESTICIDES
(FRAMEWORK AGREEMENT)
(RESERVED FOR PERSONS LIVING WITH DISABILITY)**

TENDER NUMBER: CGK/FWA/002/2020-2022

Closing date: 30th SEPTEMBER 2020

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

1.2 The following general directions should be observed when using the document.

(a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options

(b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.

1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

(b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I – INVITATION TO TENDER

Tender Number: CGK/FWA/002/2020-2022

Tender name-SUPPLY AND DELIVERY OF CLEANING MATERIALS/INSECTICIDES AND PESTICIDES

1.1 The County Government of Kiambu invites tenders from candidates for the **SUPPLY AND DELIVERY OF CLEANING MATERIALS/INSECTICIDES AND PESTICIDES**

1.2 Interested candidates may obtain further information from(www.kiambu.go.ke) or IFMIS PORTAL:www.treasury.go.keor:www.tenders.go.ke.

1.3 The tender documents containing detailed information on the tenders can freely be downloaded from the COUNTY GOVERNMENT OF KIAMBU Website (www.kiambu.go.ke) or IFMIS PORTAL:www.treasury.go.keor:www.tenders.go.ke

1.4 Complete tender documents must be submitted in enclosed waterproof envelopes marked **TENDER NUMBER CGK/FWA/002/2020-2022 for SUPPLY AND DELIVERY OF CLEANING MATERIALS/INSECTICIDES AND PESTICIDES.**
So as to be received on or before 30th September 2020 at Noon.

1.5 Due to covid-19 regulations,tenders will be opened nine(9) days after the closing date which will be on 9th October 2020 at 10.00A.M,in presence of the tenderers or representatives who choose to attend.The exercise will take place in chambers Thika sub-county offices.

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is reserved to persons with disabilities (PWDs) as described in the instructions to tenderers. Prospective bidders must attach valid AGPO certificate from National Treasury. 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 procuring entity shall allow the tenderer to review the tender document free of charge before downloading.

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) 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 oftender

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 theTender

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) Confidential business questionnaire

2.8 Form ofTender

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

2.9 Tender Prices

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

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

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

- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.12.2 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.

2.13 Modification and withdrawal of tenders

2.13.1 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.

2.13.1 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.

2.13.2 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.

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

2.13.4 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.

2.14 Clarification of tenders

2.14.1 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.

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

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

2.15 Preliminary Examination and Responsiveness

- 2.15.1 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.
- 2.15.2 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.
- 2.15.3 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.
- 2.15.4 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.
- 2.15.5 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 nonconformity.

2.16 Conversion to a single currency

2.16.1 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers or representatives who choose to attend, at **Thika sub county Chambers on 9th October 2020 at 10.00 A.M.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 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 Evaluation and comparison of tenders.

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

2.18.2 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 these services.

2.18.3 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:

2.18.3.1 operational plan proposed in the tender;

2.19 deviations in payment schedule from that specified in the Special Conditions of Contract;

2.19.1 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

2.19.2 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:

2.19.2.1 operational plan proposed in the tender;

2.19.2.2 deviations in payment schedule from that specified in the Special Conditions of Contract;

2.19.3 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

2.19.3.1 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.

2.19.3.2 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.

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

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

2.19.5.1 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.19.5.2 Legal capacity to enter into a contract for procurement

2.19.5.3 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

2.19.5.4 Shall not be debarred from participating in public procurement.

2.20 Contacting the procuring entity

2.20.1 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.

2.20.2 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 tenderer's tender.

2.21 Award of Contract

a) Postqualification

2.21.1 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.

2.21.2 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.

2.21.3 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

2.21.4 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.

2.21.5 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.

2.21.6 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.

2.22 Notification of award

2.22.1 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.

2.22.2 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.

2.22.3 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

2.23 Signing of Contract

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.24 Corrupt or Fraudulent Practices

2.24.1 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.

2.24.2 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;

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

2.25 Evaluation Criteria

Interested bidders are required to present **evidence** of the following:

EVALUATION CRITERIA - MANDATORY REQUIREMENTS

- i. Copy of valid tax Exemption certificate
- ii. Kra pin certificate
- iii. Copy of certificate of registration /incorporation
- iv. Proven Physical location of the firm/company(attach copies of tenancy agreements or title deed, utility bills)
- v. Copy of Valid single business.
- vi. Current AGPO certificate (**PWD**).
- vii. A current -CR 12/CR13 form or equivalent for business name registration.
- viii. A properly filled signed stamped confidential business questionnaire
- ix. Must submit serialized 2(two)copies of bid document i.e. ORIGINAL and COPY.

TECHNICAL EVALUATION CRITERIA – PASS MARK 70%

	Particulars	Points
1	Duly filled, stamped and signed form of tender	15 marks
2	Past works/experience attach lso/lpo or prequalification letter	30 marks (one lpo or award letter/prequalification letters= 10 marks)
3	Current single business permit	County Government of Kiambu business permit=15marks Other county business permit=10marks
4.	Detailed Company Profile & Identification documents of company directors.	5marks
5.	Recommendation letters from other Government procuring entities	20MARKS (one letter = 10 marks)
6.	Clearly state your Lead time for delivery	5marks

PASS MARK TO FINANCIAL EVALUATION WILL BE 70%

C. FINANCIAL EVALUATION

After the technical evaluation, successful bidders shall be subjected to financial evaluation using the formula below to determine the lowest evaluated price

Formula to be used for Financial Evaluation

$$E = \frac{A + C}{D}$$

The award shall be the lowest evaluated bidders at price E.

The market price of the procuring entity will be used to determine the price. The procuring entity shall consider the prices quoted +10% or -10% of the market price. The award shall be based within the range by taking the sum of quotes and eventually the average.

Where:

A= range of prices not exceeding 10% above B

B= is the market price

C=range of prices not exceeding 10% below B

D=the number of bidders between A and C

E=the lowest evaluated price

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Validity of tenders
2.24	Particulars of post – qualification if applicable
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

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

3.5 Patent Rights

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 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 3.7 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.

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 ApplicableLaw.

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

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 theSCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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 theGCC.
- 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
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
--------	-------------	----------	---

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

Provision of services for County Government of Kiambu

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

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

FORM OF TENDER

Date _____
TenderNo. _____

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 ofRequirements.
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 (Procuringentity).
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 thatperiod.
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 betweenus.

Dated this _____ day of _____ 20
[signature] *[In the capacity]* *of]*

Duly authorized to sign tender for and on behalf of___

PRICE SCHEDULE OF SERVICES

CLEANING MATERIALS/INSECTICIDES AND PESTICIDES FRAMEWORK AGREEMENT SCHEDULE

Tender Number: CGK/FWA/002/2020-2022

Code	Goods Particulars	Specifications	Units of Measurement	UNIT PRICE	TOTAL PRICE
1.	Air Fresheners	300Ml	Each		
2.	Toilet Papers	Packet Of 4	Each		
3.	Bottled Water	500Ml	Each		
4.	Toilet Soap	15g	Each		
5.	Toilet Soap	20g	Each		
6.	Toilet Soap	25g	Each		
7.	Toilet Soap	90 g	Each		
8.	Toilet Soap	125 g	Each		
9.	Toilet Soap	175 g	Each		
10.	Toilet Soap	200 g	Each		
11.	Toilet Soap	215 g	Each		
12.	Toilet Soap	225 g	Each		
13.	Mutton cloth	Piece	Each		
14.	Cleaning cloth/Yellow duster	Piece	Each		
15.	Bar soap	800g	Each		

Code	Goods Particulars	Specifications	Units of Measurement	UNIT PRICE	TOTAL PRICE
16.	Detergent powder	500 g	Each		
17.	Detergent powder	1 kg	Each		
18.	Mops with handle	XL	Each		
19.	Mops with handle	LS	Each		
20.	Broom With Handle	wooden	Each		
21.	URINAL BALLS	PKT	EACH		
22.	Broom With Handle	PVC	Each		
23.	STAIN REMOVER	PCS	LITERS		
24.	Mop Buckets	plastic	Each		
25.	LIQUID SOAP	PCS	LITERS		
26.	Buckets	Plastic(20 litres)	Each		
27.	Hand wash liquid	200ml	Each		
28.	Hand wash liquid	250ml	Each		
29.	Scrubbing brush	Plastic	Each		
30.	Scrubbing brush	wooden	Each		
31.	Wood polish	1 kg	Each		
32.	Jembe handle	Wooden	Each		

Code	Goods Particulars	Specifications	Units of Measurement	UNIT PRICE	TOTAL PRICE
33.	Jembe	2.5lb	Each		
34.	Jembe	3 lb	Each		
35.	Fork Jembe	3 lb	Each		
36.	Shovel		Each		
37.	Spade		Each		
38.	Wheel barrow		Each		
39.	Slasher		Each		
40.	Rake	12 Teeth	Each		

3. CLEANING SERVICES

Code	Service	Specifications	Units of Measurement	UNIT PRICE	TOTAL PRICE
41.	Cleaning Service	Wooden Floor	Per Square Foot		
42.	Cleaning Service	Terrazo Floor	Per Square Foot		
43.	Cleaning Service	Carpet	Per Square Foot		
44.	Cleaning Service	Ceramic Tile	Per Square Foot		
45.	Cleaning Service	Pvc Tiles	Per Square Foot		
46.	Cleaning Service	Granito Polished Tiles	Per Square Foot		
47.	Cleaning Service	Granito Unpolished Tiles	Per Square Foot		
48.	Cleaning Service	Laminated Flooring	Per Square Foot		
49.	Cleaning Service	Cement Floor	Per Square Foot		

50.	Cleaning Service	Curtains	Per Kilogram		
51.	Cleaning Service	Washrooms	4Toilets 2Urinals		
52.	Cleaning Service	Sanitary Bin	Bins For 2 Toilets		
53.	Cleaning Service	Washrooms	2Toilets per Month		

CLEANING ITEMS HOSPITALS	UNIT	UNIT PRICE
Paper toilet 2 ply white 200 sheets	Roll	
Mop head extra large	NO.	
Mop head with wooden handle	NO.	
Soap washing medicated 90gm	NO.	
Bar soap assorted std 1x25 pieces	Box	
Steel wool 250 gm	Pkt	
Brooms sweeping head	NO.	
Brushes scrubbing hard	NO.	
Brushes cleaning W.C	NO.	
Watering can 20 litres	NO.	
Jelican water plastic 20 litres	NO.	
Mop buckets G.I/Heavy gauge	Tin	
Soap washing Powder 500gm	pkt	
Soap alkaline for laundry washing white powder	Kgs.	
Towel, hand cotton 50cmx60cm	NO.	
Brooms, sweeping – with long handle	NO.	
Bucket laundry 20 litres, plastic	NO.	
Disinfectant (Lysol)	Ltrs.	
Gloves hand care industrial	Pairs	
Gloves fire chemical/hazardous resistant	Pairs	
Shovels C.W. Handle	No.	
Rakes	No.	
Slashers	No.	
Torch cells medium C	Pair	
Torch cells large D	Pair	
Torch cells A'A'	pair	
Insecticide spray 600ml.	Tin	
Insecticide fluids 5 litres tin	Tin	
W/C cleaner, medium (vim) powder 500gm	No	
W/C Cleaner,medium (Harpic liquid 500gm)	No	
Air freshener, spray medium 300 ml	No.	
Liquid soap 20 litres ordinary	No.	
Liquid soap 20 litres high perfumed	No.	
Fork jembes England 4”	NO	
Fork jembes England 6”	NO	
Fork jembes England 8”		
Ordinary jembes English 4”	NO	
Ordinary jembes English 6”	NO.	
Ordinary jembes English 8”	NO.	
Overall (White)/Blue	NO	
Pangas ordinaryEnglish	NO	
Plastic Standard dust bins	NO	

Gas mask(special)	NO	
Gum boots (Black)	NO	
Filing Standard	NO	
Helmet fire resistant	NO	
Hose pipes ½” 30m rubber	NO	
Hose pipes ½” 30m PVC	NO	
Hose pipes ¾” 30m rubber	NO	
Hose pipes ¾” 30m PVC	NO	
Hose pipes 1” 30m rubber	NO.	
Hose pipes 1” 30m PVC	NO.	
Squeezers	No.	
Cobweb remover	No.	
Batteries AA Eveready	pairs	
Batteries AA Energizer	pairs	
Bin Liners 36’x30”x150 gauge	bag	
10 LT plastic Buckets with lid	No	
Plastic Basin 60lts	No	
Stain Remover LTS	LTS	
Battery 9 Volts(energizer)	No	
Serviettes	pkt	
Soap dish	No	
Sanitary Disposal Bins with Foot Pedal	No.	
Toilet soap standard 90gms	pcs	
Henkel washing powder (For Soiled clothes)	kgs	
Plastic 50lts waste bins	No	
Secateurs for prowling	prs	
Knap sack sprayer	pcs	
Waterjar with tap-70ltrs	Pcs	
Gum Boots	Pcs	
Lab coats	Pcs	
Overall	Pcs	
Waste Bins	Pcs	
Disinfectant (Lysol)-20ltrs	Ltrs.	
Stools-hand washing stand	Pcs	
Insecticides	Pkts	
Receiving Buckets		
Hand sanitizer-5LTRS	Ltrs.	
Motorized sprayer	pcs	
Hand Sprayer	pcs	
Footbath Basins	pcs	
Decontamination Basins	pcs	
	TOTAL	

Signatureoftenderer

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... .. [COUNTY GOVERNMENT OF KIAMBU] of[REPUBLIC OF KENYA](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>BusinessName.....</p> <p>Location of Business Premises.....</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business.....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time –Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

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

TENDER SECURITY FORM

Whereas..... [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Ofhaving registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_dayof20____.

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20_____ to

supply.....

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

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

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

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

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

_____ *[name of bank or financial institution]*

_____ *[address]*

_____ *[date]*

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the

contract in an amount of

.....
[amount of guarantee in figures and words].
We, the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: TenderNo. _____

TenderName _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**FORM
RB 1**

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLI

CANT AND

.....RESPONDENT (*Procuring
Entity*)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter ofTender No...
.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above..... named Applicant(s), of
address: Physical
address.....Fax No.....Tel.No.....Email... , hereby request the Public
Procurement

Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for
an order/orders that: - 1.

- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of
.....20.....

SIGNED
Board Secretary

