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KENYATTA INTERNATIONAL CONVENTION CENTRE

TENDER NO. KICC/28/2018 – 2020

FOR PROVISION OF CLEANING SERVICES FOR PERIOD, CLOSING

DATE: 29TH MAY, 2018

TIME: 10:30 AM

TENDER NO.KICC/28/18-20

TABLE OF CONTENTS

	Page
SECTION I	
INVITATION TO TENDER	4
SECTION II	
INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTRUCTIONS TO TENDER	19
SECTION III	
GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	
SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V	
SCHEDULE OF REQUIREMENTS.....	30
SECTION VI	
TECHNICAL SPECIFICATIONS.....	31
SECTION VI	
STANDARD FORMS.....	
3SECTION I – INVITATION TO TENDER	

Date _____

TENDER REF NO. KICC / 28/ 18 – 20

TENDER NAME: PROVISION OF CLEANING SERVICES.

The **KENYATTA INTERNATIONAL CONVENTION CENTRE** invites sealed tenders from eligible candidates for the provision of cleaning services. Interested eligible candidates may obtain further information from and inspect the tender documents at [KICC website www.kicc.co.ke](http://www.kicc.co.ke) or [IFMIS supplier.treasury.go.ke](http://IFMIS.supplier.treasury.go.ke) at free cost during normal working hours. (8 A.M - 5 P.M.)

A complete tender document may be obtained by interested candidates from the above websites at free cost.

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

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **Tender Box on Fourth(4TH) Floor** (or be addressed and posted to

The Chief Executive Officer
Kenyatta International Convention Centre
P.O. Box 30746-00100 NAIROBI
to be received on or before **29TH May, 2018 AT 10:30 AM**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening.

The Chief Executive Officer
Kenyatta International Convention Centre
P.O. Box 30746-00100
NAIROBI

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
Eligible Tenderers	6
Cost of tendering	6
Contents of tender documents	7
Clarification of Tender documents	7
Amendment of tender documents	8
Language of tenders.....	8
Documents comprising the tender	8
Form of tender	9
Tender prices	9
Tender currencies	9
Tenderers eligibility and qualifications	9
Tender security	10
Validity of tenders	11
Format and signing of tenders	11
Sealing and marking of tenders	12
Deadline for submission of tenders	12
Modification and withdrawal of tenders.....	12
Opening of tenders.....	13
Clarification of tenders	14
Preliminary Examination.....	14
Conversion to other currencies	15
Evaluation and comparison of tenders.....	15
Contacting the procuring entity	16
Post-qualification.....	17
Award criteria.....	17
Procuring entities right to vary quantities.....	17
Procuring entities right to accept or reject any or all tenders	17 2.28
.....	No
tification of award	18
Signing of Contract.....	18
Performance security	19
Corrupt or fraudulent practices.....	19

SECTION II INSTRUCTIONS TO TENDERERS

ELIGIBLE TENDERERS

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.

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.

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.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of tendering

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.

The price to be charged for the tender document is free of charge.

The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

Contents of tender documents

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

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.

Clarification of Documents

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”

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

Amendment of documents

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.

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.

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.

Language of tender

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.

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.

Tender Prices

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.

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

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.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in

Instructions to Tenderers

Tenderers Eligibility and Qualifications.

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.

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.

Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

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

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.

The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

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.

Validity of Tenders

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

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.

Format and Signing of Tender

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.

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

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.

Sealing and Marking of Tenders

The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**"

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE**(29th May 2018 at 10:30 am.), ”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”. —

If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (29th May 2018 at 10:30 am)

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.

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

Modification and withdrawal of tenders

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.

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.

No tender may be modified after the deadline for submission of tenders. 2.17.4No 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.

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

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.

Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ... (29th May 2018 at 10:30 am) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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.

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.

Clarification of tenders

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.

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.

Preliminary Examination and Responsiveness

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.

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.

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.

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.

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.

Conversion to a single currency

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.

Evaluation and comparison of tenders.

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

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 service. 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;

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

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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.

Contacting the procuring entity

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.

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

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.

The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

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.

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.

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.

Notification of award

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.

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.

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

Signing of Contract

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.

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.

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.

Performance Security

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.

Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

Corrupt or Fraudulent Practices

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.

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;

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

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 tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.

2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Definitions
Application
Standards
Use of contract documents and information
Patent Rights
Performance security
Inspections and tests
Payment
Prices
Assignment
Termination for default
Termination for insolvency
Termination for convenience
Resolution of disputes
Governing language
Force majeure
Applicable law
Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

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

Application

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

Standards

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

Patent Right's

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

Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the

successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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.

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.

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.

Inspections and Tests

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.

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.

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.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

Payment

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

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.

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.

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.

Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination

will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

Termination for convenience

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.

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.

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 proceed to file a case for determination of the court.

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.

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.

Applicable Law.

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

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

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

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

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 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 TECHNICAL SPECIFICATIONS
CRITERIA FOR OUTSOURCED SERVICE PROVIDER**

Section F. Schedule of Requirements

Kenyatta International Convention Centre will require the selected Bidder to provide cleaning services for the following activities;

Sno.	Area to be serviced	Specification of Works
1.	<p>Cleaning of Lower Ground</p> <p>All KICC offices on the lower ground, Cafeteria Washrooms, canteen, stores, Police station, staff washrooms, Waste collection point, Police changing rooms, Transformer area All Conference halls (Aberdare, Lenana&Taifa) on the lower ground. All terrazzo and carpeted stair cases</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Monthly carpet shampoo for carpeted offices ❖ Clean all conference hall before, during and after exhibition, conference, concert or after any event ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Polishing tiled areas monthly ❖ Cleaning and shining of the glass areas ❖ Cleaning the drainage along the lower ground weekly and as when called to do so ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously ❖ Supply of toiletries for all washrooms ❖ Provision of sanitary bins with sensor
	<p>Basement area: All stores, Basement parking area, all offices , all drainages, all switch rooms, All changing rooms for service providers, all technical workshops, pump room and any other area as will identified</p>	<ul style="list-style-type: none"> ❖ Daily cleaning; sweeping, ❖ Mopping smooth and tiled areas daily ❖ Dusting daily, ❖ Scrubbing of the parking area ❖ Sweeping and mopping all stores weekly ❖ Cleaning workshops daily ❖ Cleaning drainages daily

		<ul style="list-style-type: none"> ❖ Pump room to swept, mopped and dried ❖ Provision of sanitary bins with sensor
2.	FIRST&SECOND FLOOR AREA	
	<p>Impala / Turkana / Magadi rooms and the adjacent studio rooms,</p> <p>All caucuses, VIP lounge, Shimba hills, Batian and delegates lounge area, Tsavo galleries and Control rooms</p> <p>Amphie theatre hall, control rooms, galleries, Amphie foyer, PH galleries</p> <p>Second floor offices</p> <p>All terrazzo and carpeted stair cases</p> <p>All corridors surrounding first floor</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Polishing tiled areas after every two months ❖ Scrubbing the tiled area of the Amphitheatre and terrazzo surfaces ❖ Cleaning and shining of the glass areas ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously ❖ Supply of toiletries for all washrooms ❖ Provision of waste bins on all floors of the tower block ❖ Provision of sanitary bins with sensor
	FROM 3 RD FLOOR TO HELIPAD	
	<p>All offices, Lift landing, stairs, Corridors Switch rooms, Service ducts, Revolving restaurant, All washrooms, Fire exit from Helipad to 1st floor,</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Cleaning and shining of the glass areas weekly ❖ Vacuum clean all corridor, lift and stair carpets daily and shampoo

		<p>every quarter</p> <ul style="list-style-type: none"> ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously ❖ Sweep and mop fire exit and remove any obstacles ❖ Clean all lifts daily ❖ Supply of toiletries for all washrooms ❖ Provision of waste bins on all floors of the tower block and lift landings ❖ Provision of sanitary bins with sensor
	GROUND FLOOR	
	Tsavo ballroom, Marketing offices, Front office, Business centre, Makueni offices, All corridors surrounding ground floor, Exit A & B, Refuse entrance,	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Cleaning of the telephone, Computer, printer in the office ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Clean all conference hall before, during and after exhibition, conference, concert or after any event
	WASTE COLLECTION POINT	<ul style="list-style-type: none"> ❖ Collect all waste from all areas of the facility and dispose at the collection point ❖ Separate waste according to type ❖ Ensure waste is cleared from KICC every 3 days in a week by 5am ❖
	OPEN GROUND, PARKING, CITY HALL, COMESA AND HARAMBEE ENTRANCES, DRIVEWAYS	<ul style="list-style-type: none"> ❖ Sweep and clean the open areas, parking and gates everyday ❖ Scrub the Parking and gates weekly ❖ Clear any waste and debri after an event in the open area ❖ Driveways; Sweeping daily, Washing weekly and machine scrubbing monthly

TOILETRIES TO BE DELIVERED TO KICC

No	Commodity	Quantity	Frequency
1.	Jumbo tissues (white)	75 bales	monthly
2.	Inter leave toilet tissues (white)	75 bales	monthly
3.	Harpic	64 bottles	Quarterly
4.	Domestos urinal balls	6 x 3kg bucket	monthly
5.	Urinal Mats	4 dozens	Monthly
6.	Disinfectant	24 bottles	Quarterly
7.	Small white tissues (Tena, Cosy or Fay)	8 bales	Monthly

CLEANING MATERIALS REQUIRED TO EXECUTE TASKS

Expert Multipurpose detergent		
Floor stripper		
Carpet shampoo		
Carpet deodorant		
Carpet stain remover		
Deformat Carpet stain remover		
Jumbo tissues		
Small tissues		
Wooden Furniture cream		
Leather care cream		
Domestos urinal balls		
Urinal Mats		
Air freshners for the automatic dispensers (check the type of air freshner for ease of getting refill)		
hand paper towels		
Airfreshners		
Pledge		
Bleach		
Disinfectant		
Window cleaner		
Yellow dusters		
Mutton cloth		
Steel wool		
Hand cream/ liquid soap		

Harpic		
Wax polish		
Floor maintainer		

SCHEDULE OF EQUIPMENT AND WORKING TOOLS

S/N	Description	No. Required
1.	Scrubbing machines with the following attachments Scrubbing, Buffing and Polishing	4 Machines
2.	Vacuum cleaning machines with all attachments (Noiseless)	6 machines
3.	Sucking machines with all attachments	2 machines
5.	Sweepers for smooth surfaces	6 pcs
6.	Signage for caution while work is going on: Slippery floor Cleaning in progress, Trip caution	10 of each
7.	Window squeezers	10 pcs
8.	Hard hand brushes	1 for each staff working
9.	Soft Hand brushes	1 for each staff working
10.	Gum boots	For staff cleaning pools
11.	Wire brushes	12 pcs
12.	Heavy duty gloves	For each staff working in the toilets
13	Scrappers	10 pcs
14.	Squeegees	10 pcs
15.	Mops and mop buckets	For each staff
16.	Soft brooms	For each staff
17.	Dust pan brushes	For each staff

18	Dust pans	For each staff
19	High dusters (feather dusters)	8 pcs
20	Waste bins (For tower block and other toilets)	36 pcs
21.	Hose pipes	6
22.	Water pump	2 no.
23.	High Pressure machine to clean large surface	4 machines
24.	Automatic dispensers with air freshners (functional and refillable) as follows: Cafeteria toilets (ladies & gents) Amphie toilets (ladies & gents) VIP toilets All tower washrooms Staff toilets	5each 3 each 2 each 1 each 1 each
25.	Cleaners trolley	For each floor to be assigned (Tower block 3 can share one trolley)

STAFF DEPLOYMENT AT KICC

Item No.	Area to be deployed	Day	Night	Total
1.	Supervisors	4	2	6
2.	Exit A	2		2
3.	Exit B	1		1
4	Tower block, All corridors, All offices, All washrooms, Helipad	7	7	14
5.	Lenana / Aberdare, Taifa, interpreter stairs	1	1	2
6.	Tsavo, Galleries, Interpreter stairs, Impala, Turkana &Magadi	4	1	4
7.	Ist floor; All caucuses, Senate lounge area, VIP & VIP Washrooms	6	6	12
8.	Cafeteria Toilets	2	2	4

9.	Amphie theatre, Amphie washrooms, Ampie foyer	4	6	10
10.	Refuse area, chute waste collection on all floors	2	2	4
11.	Courtyard, driveways, parking, Presidential driveway	8	2	10
12.	Basement	2		2
13.	Cleaning of glasses tower block	4		4
	Total	47	29	75

SPECIFICATION FOR STAFF TO BE DEPLOYED AT KICC

Item No.	Description	Remarks
1.	Provide six (6) 4 supervisors during the day and 2 at night <ul style="list-style-type: none"> ➤ Diploma in Housekeeping ➤ C- ➤ Certificate of good conduct ➤ Honest ➤ Ability to communicate and express in English and Kiswahili ➤ Ability to stand for long hours ➤ Ability to work under pressure ➤ Hands on ➤ Knowledge to operate machines ➤ Ability to carry out demonstrations for basic housekeeping works 	To ensure all areas are covered and night work supervision is well covered. Show proof of certificates (attach cvs) for at least 2 supervisors
2.	Provide 42 Housekeeping staff who possess <ul style="list-style-type: none"> ➤ D+ ➤ Certificate of good conduct ➤ Have a certificate in Housekeeping ➤ Honest ➤ Ability to communicate and express in English and Kiswahili ➤ Ability to stand for long hours ➤ Ability to work under pressure 	Show proof list of staff to be deployed
3.	Provide 27 Housekeeper staff; <ul style="list-style-type: none"> ➤ D+ ➤ Certificate of good conduct ➤ Have a certificate in Housekeeping ➤ Honest ➤ Ability to communicate and express in English and Kiswahili ➤ Ability to stand for long hours 	Show proof list of staff to be deployed
4.	Hire and pay minimal wages according to Government structure for both Supervisors and Housekeeping staff	Show proof attach payroll 2 months; 2 months pay slip for 4

		housekeeping staff 2 months pay slip for 3 supervisors
5.	Provide minimal outpatient and inpatient medical cover as and when required to do so	Show proof
6.	Provide temporary staff as and when requested to do with the same qualifications as noted above	
7.	Provide all safety gear and tools for staff deployed at KICC including; <ul style="list-style-type: none"> ➤ Gum boots ➤ Harness ➤ Gloves ➤ Safety helmets ➤ Dust masks ➤ Others that will be identified according to the type of work 	Show proof
8.	Ensure number of staff agreed at all times should not be compromised because of day offs or leave schedule within your company	
9.	Basic Knowledge of first aid among your staff	At least 6 staff with training show proof
10.	Provide company Identification cards with photo of staff	
11.	Specific uniform which include; <ul style="list-style-type: none"> ➤ Neatly laundered uniform, not torn no missing buttons with company logo inscribed ➤ Provide warm clothing for cold season ➤ Rain coat and umbrella for rainy season ➤ Black shoes (no rubber, sandak, open shoes or sandals) 	Uniform must include trousers for ladies because of cleaning high areas
12.	Provide cellphone for communication within KICC	
13.	Provide machine for cleaning including; <ul style="list-style-type: none"> ➤ See list of requirements above 	Ensure staff are trained in the use of the said machines
14.	The contractor shall not exchange or replace staff from another outlet without agreeing with the Management of KICC	
15.	Provide welfare requirements for the staff working at KICC	

TENDER RESPONSIVENESS CRITERIA

The submission of the following documents will be evaluated in the Determination of tender responsiveness and the following requirements are Mandatory to be submitted by bidder to be evaluated further .

No.	Criteria	Requirements	Marks	Total Qualification Marks
1	Eligibility (Must meet all requirements, failure to which will lead to disqualification)			
1.1	Incorporation in the area specified	Proof, registration certificate attached	Must meet requirement	
1.2	Registration with City Council	Business permit attached	Must meet requirement	
1.3	Permission for garbage trucks to operate in the CBD and to dispose at dump site	Attach city council permit to operate in the CBD and transport waste to dumping site license	Must meet	
1.4	Tender security (Bid Bond is 2% of the tender sum)-	Proof of Bid Bond attached	Must meet requirement	
1.5	Tax Compliance	Proof of tax compliance certificate	Must meet requirement	
1.6	Certificate for safely handling of chemicals	Letter from manufacturer / supplier/ Government chemist	Must meet requirement	
1.7	Sworn Anti –Corruption Affidavit	Attach copy of the affidavit	Must meet requirement	
1.8	Compliance with Government minimum wage as required by ministry of labor	Provide certified copies of workers Pay slip for past two months for cleaner and supervisors Two months payroll	Must meet requirement	
1.9	Evidence of Training programs for workers past, present and future in Customer care, First Aid, Fire and safety and Housekeeping skills	Provide schedule of training by training Institution on Letter head and stamp	Must meet	
1.8	Valid insurance cover e.g work injury, liability all risks	Provide evidence letters of recommendation from Insurance company	Must meet	
1.9	Registration with NSSF and NHIF	Attach recommendation letters from NHIF & NSSF	Must meet	
2.0	3 years Audited Accounts/cash flow statement (2010,2011 2012)	Proof of Audited accounts attached	Must meet requirement	

No.	Criteria	Requirements	Marks	Total Qualification Marks
2.1	Proof of ability to clean High windows from the outside	Attach letter from office block from 7 – 30 floors office working.		Must meet requirement

NB : Only Bidders who have complied with above Mandatory requirements will be Evaluated Further , Failure to comply will lead to disqualification .

TECHNICAL EVALUATION CRITERIA

TABLE 1

i	Key Management Personnel			
	Key Management of the firm (Attach evidence) <ul style="list-style-type: none"> ○ Holder of degree or Higher National diploma in any discipline-----4 ○ Holder of Professional diploma in Housekeeping and Human resources field-----2 ○ No degree nor diploma certificate -----0 		4	
	Evidence of a reasonable professional Capacity to Provide Cleaning services <ul style="list-style-type: none"> Supervisor- diploma in Housekeeping.....4 Experienced Supervisor no diploma-----2 Cleaners trained with certificate in housekeeping---2 Untrained Cleaners.....0 		8	
	Recommendation letters 4 major clients indicating areas and nature of work show evidence of number of staff on the assignment (each letter 1point).....		4	
ii	Major contracts in the last five (5) years (A max of 4No.contracts) <ul style="list-style-type: none"> ○ Contracts of similar nature, complexity and magnitude ---2 per contract (show proof of amount per annum) ○ Contracts of similar nature but of lower value than the one in consideration----- 1 per contract ○ No completed project of similar nature ----- 0 		8	
iii	Schedules of equipment--1, transport (proof or evidence of ownership attach schedule)and physical location(offices leases)--1 <ul style="list-style-type: none"> ○ Means of transport (Vehicle)/office lease ----- 		4	

	<p>-1(show proof copy of log book service contract with machine dealer)</p> <p>○ Provision machines---(attach pictures of the machines as listed in the schedule of tools and machines)----- -----1</p> <p>○ No means of transport no machine----- 0</p>			
iv	<p>Financial report</p> <p>Audited financial report (last three (3) years)</p> <p>○ Turn over greater or equal to 5 times the Estimated cost of the Contract --- 6</p> <p>○ Turn over greater or equal to 3 times the estimated cost of the Contract --- 3</p> <p>○ Turn over greater or equal to the estimated cost of the contract ----- 1</p> <p>○ Turn over below the cost of the contract ----- 0</p>		6	

Item	Description	Point Scored	Max. Point
v	<p>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc)</p> <p>○ Has financial resources equal or above the estimated cost of the Contract -- 4</p> <p>○ Has financial resources below the estimated cost of the contract -----2</p> <p>○ Has not indicated sources of financial resources ----- -----0</p>		4
	TOTAL		40

The parameter to be considered under this section includes the following:

- a) Arithmetic errors

(A) **ARITHMETIC ERRORS**

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

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 – SUMMARY OF SCOPE OF WORKS FOR OUTSOURCED SERVICES
2018/ 2020**

Cleaning services

Sno.	Area to be serviced	Specification of Works
1.	Cleaning of Lower Ground	
	<p>All KICC offices on the lower ground, Cafeteria Washrooms, canteen, stores, Police station, staff washrooms, Waste collection point, Police changing rooms, Transformer area All Conference halls (Aberdare, Lenana&Taifa) on the lower ground.</p> <p>All terrazzo and carpeted stair cases</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Monthly carpet shampoo for carpeted offices ❖ Clean all conference hall before, during and after exhibition, conference, concert or after any event ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Polishing tiled areas monthly ❖ Cleaning and shining of the glass areas ❖ Cleaning the drainage along the lower ground weekly and as when called to do so ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously ❖ Supply of toiletries for all washrooms ❖ Provision of sanitary bins with

		sensor
	<p>Basement area:</p> <p>All stores, Basement parking area, all offices , all drainages, all switch rooms, All changing rooms for service providers, all technical workshops, pump room and any other area as will identified</p>	<ul style="list-style-type: none"> ❖ Daily cleaning; sweeping, ❖ Mopping smooth and tiled areas daily ❖ Dusting daily, ❖ Scrubbing of the parking area ❖ Sweeping and mopping all stores weekly ❖ Cleaning workshops daily ❖ Cleaning drainages daily ❖ Pump room to swept, mopped and dried ❖ Provision of sanitary bins with sensor
2.	FIRST & SECOND FLOOR AREA	
	<p>Impala / Turkana / Magadi rooms and the adjacent studio rooms,</p> <p>All caucuses, VIP lounge, Shimba hills, Batian and delegates lounge area, Tsavo galleries and Control rooms</p> <p>Amphie theatre hall, control rooms, galleries, Amphie foyer, PH galleries</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Polishing tiled areas after every two months ❖ Scrubbing the tiled area of the Amphitheatre and terrazzo surfaces

	<p>Second floor offices</p> <p>All terrazzo and carpeted stair cases</p> <p>All corridors surrounding first floor</p>	<ul style="list-style-type: none"> ❖ Cleaning and shining of the glass areas ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously ❖ Supply of toiletries for all washrooms ❖ Provision of waste bins on all floors of the tower block ❖ Provision of sanitary bins with sensor
	<p>FROM 3 RD FLOOR TO HELIPAD</p>	
	<p>All offices, Lift landing, stairs, Corridors Switch rooms, Service ducts, Revolving restaurant, All washrooms, Fire exit from Helipad to 1st floor,</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Cleaning of the telephone, Computer, printer in the office ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Cleaning and shining of the glass areas weekly ❖ Vacuum clean all corridor, lift and stair carpets daily and shampoo every quarter ❖ Clean all washrooms daily, continuously maintain the cleanliness of the toilets by assigning cleaner continuously

		<ul style="list-style-type: none"> ❖ Sweep and mop fire exit and remove any obstacles ❖ Clean all lifts daily ❖ Supply of toiletries for all washrooms ❖ Provision of waste bins on all floors of the tower block and lift landings ❖ Provision of sanitary bins with sensor
	GROUND FLOOR	
	<p>Tsavo ballroom, Marketing offices, Front office, Business centre, Makueni offices,</p> <p>All corridors surrounding ground floor, Exit A & B, Refuse entrance,</p>	<ul style="list-style-type: none"> ❖ Daily cleaning of the offices: High dust, low dust , vacuum cleaning, shining of leather & wooden furniture ❖ Carpet shampoo for carpeted offices ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Cleaning of the telephone, Computer, printer in the office ❖ Mopping uncarpeted floors daily and stripping weekly ❖ Clean all conference hall before, during and after exhibition, conference, concert or after any event
	WASTE COLLECTION POINT	<ul style="list-style-type: none"> ❖ Collect all waste from all areas of the facility and dispose at the collection point ❖ Separate waste according to type

		<ul style="list-style-type: none"> ❖ Ensure waste is cleared from KICC every 3 days in a week by 5am
	<p>OPEN GROUND, PARKING, CITY HALL, COMESA AND HARAMBEE ENTRANCES, DRIVEWAYS</p>	<ul style="list-style-type: none"> ❖ Sweep and clean the open areas, parking and gates everyday ❖ Scrub the Parking and gates weekly ❖ Clear any waste and debri after an event in the open area ❖ Driveways; Sweeping daily, Washing weekly and machine scrubbing monthly

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 authorization 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 _____
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

Pricing schedules as per above specification in square metres.

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

S/No.	Area to be serviced	Area in square metre	Rate per square metre	unit cost	Total cost For One Year
1.	Lower Ground	935			
2.	Ground: Tsavo ballroom, business area , market offices and front offices	2,666			
3.	Basement area:	3,749.3			
4.	First & Second Floor Area	5230.3			
5.	From 3 Rd Floor To Helipad	11,128.32			
6.	Open Ground, Parking, City Hall, Comesa and Harambee Entrances, Driveways	22,023			
7.	Amphitheatre	2,444			
GRAND TOTAL COST (KSHS)					

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 _____.

TENDER NO.KICC/28/18-20

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p 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 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 align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER 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.....

Of.....having registered office at

[name of procuring entity](Hereinafter called “the Bank”)are bound unto.....

[KENYATTA INTERNATIONAL CONVENTION CENTRE](Hereinafter called “the procuring entity”) in the sum offor 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 ___day of 20___.

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)

TENDER NO.KICC/28/18-20

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.....

[**Provision of Cleaning 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)

TENDER NO.KICC/28/18-20

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 there under 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]

TENDER NO.KICC/28/18-20

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 2.
- etc

SIGNED(Applicant)

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

TENDER NO.KICC/28/18-20

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED
Board Secretary