



REPUBLIC OF KENYA

STATE DEPARTMENT FOR EAST AFRICA COMMUNITY

**TENDER NO.MEAC/ONT/02/2022-2024: TENDER FOR
PROVISION OF CLEANING SERVICES THROUGH
FRAMEWORK CONTRACT**

CLOSING DATE: WEDNESDAY DATE 19TH SEPTEMBER,2022

SECTION I

INVITATION TO TENDER

DATE: MEAC/ONT/02/2022-2024

TENDER REF NO: TENDER FOR PROVISION OF CLEANING SERVICES THROUGH FRAMEWORK CONTRACT.

- 1.1 MINISTRY OF EAST AFRICAN COMMUNITY AND REGIONAL DEVELOPMENT (MEAC&RD) invites

Sealed bids from **eligible Tenderers (Youth, women and PWD'S) registered with AGPO** for provision of Cleaning Services through Framework Contract.
- 1.2 Tenderers may obtain further information from office of the HSCMS, CO-OP BANK HOUSE, 12TH FLOOR during normal working hours.
- 1.3 A complete set of Tender documents may be obtained by interested firms upon payment of a non-refundable fee of Ksh.1000 payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website www.meac.go.ke or the Public Procurement Information Portal website www.tenders.go.ke free of charge Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications.
- 1.4 Prices quoted should be inclusive of all taxes and delivery costs, in Kenya Shillings and shall remain valid for 90 days from the closing date of the Tender.
- 1.5 Completed Tender documents should be enclosed in plain sealed envelopes, marked with Tender reference number and shall be addressed to:

THE PRINCIPAL SECRETARY,
STATE DEPARTMENT FOR EAST AFRICAN
COMMUNITY
P.O.BOX 8846-00200
NAIROBI.

Or be deposited in the Tender Box at the 16th Floor reception , CO-OP BANK HOUSE, so as to be received on before 19th October, 2022, at 11.00 am East African Time.

- 1.6 The Tender will be opened immediately thereafter in the presence of the Tenderer representatives who choose to attend the opening, at the 18th floor boardroom, Co-op Bank House, Haile Selassie Avenue, Nairobi.

HEAD SUPPLY CHAIN MANAGEMENT
FOR; PRINCIPAL SECRETARY

TENDER DOCUMENT

For

**PROVISION OF CLEANING SERVICES
STATE DEPARTMENT FOR EAST AFRICAN COMMUNITY**

TENDER NO. MEAC/ONT/02/ 2022– 2024

SUBMISSION DEADLINE –19th October , 2022

**16TH FLOOR, CO-OP BANK HOUSE
HAILE SELASSIE AVENUE
P.O.BOX 8846 -00200
TEL: +2542245741/2211614/2245752
FAX: +254--20-2229650
NAIROBI, KENYA
Wireless- +254-20 2603599/20 2603733
E-mail:ps@meac.go.ke; psmeac2020@gmail.com
Website www.meac.go.ke**

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TENDER NO. MEAC/0NT/02/2022-2024 FOR PROVISION OF CLEANING SERVICES FOR STATE DEPARTMENT FOR EAST AFRICAN COMMUNITY

The State Department for East African Community invites sealed tenders from eligible candidates in the special category for the provision of cleaning services for two years effective October, 2022. The contract will be subject to annual Satisfactory Performance review.

A complete set of tender document may be viewed and *downloaded free of charge from the State Department's website: www.meac.go.ke. Tenderers who download the document should register with the State Department through ps@meac.go.ke; psmeac2020@gmail.com to access any clarifications or addendum issued*

Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and should remain valid for 150 days after date of tender opening. Tenders shall remain valid for 120 days from the date of opening.

The Tenderer must fill the Tender Securing Declaration Form provided, provide a self-declaration that the firm is not debarred from participating in Public Procurement and provide a self-declaration that the firm will not engage in corrupt practice.

Tenderers are invited for site visit to verify details and scope of services as scheduled here below:

- i. 12th floor including corridors- 1,2 Wing A and 1,2,3,4,5 wing B (Entire wing A and win B)
- ii. 13th floor- 1,2,3 Wing A including corridors (Entire wing A and B)
- iii. 14th floor- 1,2,3, 4 including corridors Wing A(Entire wing A)
- iv. 16th floor including corridors
- v. 17th floor including corridors
- vi. 18th floor including corridors
- vii. 19th floor including corridors
- viii. 21st floor including corridors
- ix. Washrooms, kitchen, canteens, stairs/fire escape, chutes, small rooms 12th to 21st floor
- x. Namanga RIC- office floor and corridor
- xi. Lunga lunga-office and verandah
- xii. Busia- two offices- border office rented space-two offices, corridor and toilets

NB

The successful bidder will be advised on the start date which is expected to be within the first quarter of year 2022.

Completed tender documents are to be enclosed in plain sealed envelopes, marked '**TENDER NO. MEAC/ONT/02/2022-2024 FOR PROVISION OF CLEANING SERVICES**' and be

deposited in the tender box provided at The State Department for East African Community Offices, **16th floor, Co-op Bank House , Haile Selassie Avenue, Nairobi** addressed to:

**The Principal Secretary
State Department for East Africa Community
P. O. Box 8846 - 00200
NAIROBI**

So as to be received on or before...19th October, **2022 AT 11.00 A.M.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, 18th floor, Co-op Bank House, Haile Selassie Avenue.

EAC reserves the right to accept or reject any tender and may 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.

PRINCIPAL SECRETARY

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers under restricted tenders 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 the PPAD Act 2015.
- 2.1.2. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The document shall be downloaded free of charge from the EAC website www.meac.go.ke.

Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 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
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.3 Clarification of Documents

- 2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, 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 entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.3.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.4 Amendment of documents

- 2.4.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.5 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security declaration form for the amount and form specified in the price schedule (if applicable).
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

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

or

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

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

or

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

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

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

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original in an envelope, duly marked as "ORIGINAL" and shall:

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

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 19th October, 2022 at 11.00AM.**"

- 2.15.2 The envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **19th October , 2022 at 11.00 AM.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **11.00 a.m. on 19th October, 2022** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer,

pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- 2.24.5 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.

- 2.24.6 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.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

PROVISION OF CLEANING SERVICES

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms Offering Cleaning Services Registered in Kenya and is reserved for special groups.
2.9	Price to be charged for tender documents. the tender document shall be downloaded free of charge from www.meac.go.ke
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.3.11 below
2.12.1	Particulars of tender security if applicable. Tender Securing Declaration in the format provided
2.1.2	Form of Tender Security: Tender Securing Declaration in the format provided
2.13	Validity of Tenders 120 days after date of Tender Opening.
2.14	Copies of Tender Documents to be Submitted: One (1) original copy only.
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The State Department for East African Community Offices, 16th floor, Co-op Bank House, Haile Selassie Avenue, Nairobi and be addressed to: The Principal Secretary , State Department for East African Community P. O. Box 8846 - 00200 NAIROBI Marked Tender No.....and name
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.
2.22	Evaluation and comparison of Tenders: The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

Instructions to tenderers	Particulars of appendix to instructions to tenderers		
	<p>a) Mandatory Requirements (MR)</p>		
	<p>The following requirements must be met by the tenderer</p>		
	<p>No.</p>	<p>Requirements</p>	<p>Responsive or Not Responsive</p>
	MR1	Must Submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury.	
	MR2	Must Submit a copy of Valid Tax Compliance certificate from Kenya Revenue Authority	
	MR3	Must Fill the Price Schedule in the Format provided	
	MR4	Must Fill the Form of Tender in the Format provided	
	MR5	Must submit a duly completed Tender Security declaration form.	
	MR6	Must submit a duly filled up Confidential Business Questionnaire in format provided.	
	MR7	Must be Provide a copy of work injury Benefit insurance cover as evidence	
	MR8	Current Compliance Certificate from National Social Security Fund (NSSF).	
	MR9	Current Compliance Certificate from National Hospital Insurance Fund (NHIF).	
	MR10	<p>A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are</p> <ul style="list-style-type: none"> • Payment of salaries in time- there should be no complaints from your staff of delayed salaries. • EAC requesting for a tax Compliance certificates from NSSF. 	

Instructions to tenderers	Particulars of appendix to instructions to tenderers														
		<ul style="list-style-type: none"> • EAC requesting for a Compliance certificates from NSSF. • EAC requesting for a Compliance certificate from NHIF. 													
	MR11	Three letter of recommendation based on contracts that you are have serviced in the last three years. In the letter the contracting manager/ organization must give a rating on your performance based on a scale of one (1) to ten (10) (one being the lowest and ten the highest). For bidders who have provided the service to EAC during the three years a Recommendation/rating by EAC must be among the three.													
	MR12	The bid must cover provision of the services to the Head office.													
	MR13	Must fill the Anti-corruption in the format provided													
	MR14	Must fill the Debarment in the format provided													
	<p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p><i>b) Technical Scores (TS)</i></p> <p>This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)</p> <table border="1" data-bbox="472 1598 1458 1898"> <thead> <tr> <th data-bbox="472 1598 581 1669">No.</th> <th data-bbox="581 1598 906 1669">Evaluation Attribute</th> <th data-bbox="906 1598 1333 1669">Weighting Score</th> <th data-bbox="1333 1598 1458 1669">Max. Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1669 581 1787">T.S. 1</td> <td data-bbox="581 1669 906 1787">Registration by NSSF as an employer</td> <td data-bbox="906 1669 1333 1787">Provide the certificate</td> <td data-bbox="1333 1669 1458 1787">5</td> </tr> <tr> <td data-bbox="472 1787 581 1898">T.S. 2</td> <td data-bbox="581 1787 906 1898">Registration by NHIF as an employer</td> <td data-bbox="906 1787 1333 1898">Provide the certificate</td> <td data-bbox="1333 1787 1458 1898">5</td> </tr> </tbody> </table>			No.	Evaluation Attribute	Weighting Score	Max. Score	T.S. 1	Registration by NSSF as an employer	Provide the certificate	5	T.S. 2	Registration by NHIF as an employer	Provide the certificate	5
No.	Evaluation Attribute	Weighting Score	Max. Score												
T.S. 1	Registration by NSSF as an employer	Provide the certificate	5												
T.S. 2	Registration by NHIF as an employer	Provide the certificate	5												

Instructions to tenderers	Particulars of appendix to instructions to tenderers			
	T.S. 3	Cleaning Equipment and accessories owned by the firm and to be directly assigned to EAC during the Contract period.	Provide details / list of at least five (5) equipment and accessories and explain what they will be used for. (2 marks for each)	10
	T.S. 4	Physical Facilities • Provide details of physical address and contacts – attach evidence	• Details of physical address and contacts with copy of either title, lease/agreement document or latest copy of a utility bill.	5
	T.S. 5	No of Cleaning staff to be deployed directly to EAC office	• Minimum five for head office and one per regional office (2 Marks for each)	10
	T.S. 6	Organization structure	Give structure with details of responsibilities	5
	T.S. 7	Detergents / Chemicals to be used for cleaning	Provide List	10
	T.S. 8	Work Program / Operation Plan / Schedule of Cleaning	Provide details	15
	T.S. 9	Submit a Sample checklist for cleaning services for the different cleaning sites	<ul style="list-style-type: none"> • Offices and open working areas occupied by workstations and corridors that have a mixture of floor boards and tiles (5 Marks) • Tiled Kitchen (5 Marks) • Washrooms with tiled floors (5 Marks) <p>To be evaluated on the quality through</p>	15

Instructions to tenderers	Particulars of appendix to instructions to tenderers			
			demonstration of a measurable items that will help in simplifying the management and supervision of the cleaning services	
	T.S. 10	NEMA license	Provide Certificates	10
	TS 11	Office Support Services	<p>The cleaning staff deployed to EAC offices will therefore be expected to undertake the following assignments.</p> <ul style="list-style-type: none"> • Prepare and serve 10 o'clock tea. • Collecting and cleaning crockery for serving tea <p>They will therefore be expected to have Food handlers Medical Certificate</p>	10
	TOTAL			
	<p>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p>			
2.24	Particulars of post – qualification if applicable. EAC may inspect the premises and confirm details			
2.24.4	FINANCIAL EVALUATION			

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
2.24.4	Award Criteria: <i>Award will be made to the lowest evaluated bidder. The contract will be for a period of two years subject to annual Satisfactory Performance review.</i>
2.27	Particulars of performance security, 5% of contract sum
Other's as necessary	<p>Complete as necessary.</p> <p>Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Authority for negotiations, and upon successful negotiations, be awarded the tender.</p> <p>Prior to the signing of the contract the successful bidder will be required to submit/agree with the procuring entity on the following :-</p> <ul style="list-style-type: none"> • Evidence of Workers' Injury Benefit (WIBA) Insurance Policy • Police Clearance Certificates for all staff that will be deployed to work at all premises of the procuring entity. • Agree with the Contract Manager on a Performance Monitoring tool. • Food handler's Medical certificate for staff to be deployed in the regional offices.

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

- 3.2.1 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

3.4 Patent Right’s

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

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 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

3.8.1 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

3.9.1 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

3.10.1 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.

3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 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.

3.13 Resolution of disputes

3.13.1 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.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
2.7	Specify performance security if applicable: N/A
	Specify method Payments. Payments shall be made at the end of every 2 weeks upon receipt of Invoice(s) or as agreed.
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
	Specify applicable law. Laws of Kenya
	Indicate addresses of both parties. Client: The State Department for East African Community Co-op Bank House 18th Floor P. O. Box 8846-00200 Nairobi
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 Services Required

A) SERVICES

EAC intends to contract a professional cleaning firm to provide comprehensive cleaning services as specified in the Description of Services for a contract period of one year

B) SCHEDULE OF CLEANING

Tentatively, the Contractor will be expected to engage in cleaning services from 6.30 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for weekly cleaning will however be agreed with the successful contractor. A roster of activities undertaken especially in the washroom should be kept.

C) EQUIPMENT AND CLEANING MATERIAL

The Contractor will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

D) STAFF

The Contractor will be expected to deploy a minimum of five (5) Cleaning staff and the head Office with not more than three (3) being of the same gender and one (1) staff at each regional office

E) UNIFORM AND BADGES

The Contractor will provide the Cleaning staff with uniform and identification badges which they will be required to put on all the times when they are working for PPRA.

F) TERMS AND CONDITIONS OF EMPLOYMENT

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the labour laws. PPRA will be at liberty to confirm compliance to this from whatever source.

G) GENERAL

Age of employees

Aged between 18 and 60 years

Vetting

The successful contractor should have thorough knowledge of employees' background and must provide certificate of good conduct before engagement

Adequate Personnel

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

SECTION VI -DESCRIPTION OF SERVICES**MEAC (CO-OPERATIVE HOUSE BUILDING OFFICES)**

S/No.	Service Required	Frequency
1.	Cleaning of lift lobbies and executive lift lobbies 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
2.	Cleaning Staircase and fire escapes terrazzo floors on	Daily
3.	Cleaning of all Kitchens, floors and walls of 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
4.	Cleaning of windows(interior)/ glass partitions of metal ventilation grills on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
5.	Removal of rubbish from all offices including shredders to chutes on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
6.	Cleaning of all office desks with sheen in all floors, on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
7.	Cleaning of dust in high areas on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
8.	Feather dusting of the padding of the executive offices and Boardroom on 18 th floor and cut walls along stairs.	Weekly
9.	Cleaning appropriately of all Furniture fixtures Equipment's such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Water Dispensers, Tv's etc. thoroughly on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
10.	Continuous Cleaning and disinfecting of Toilets including Urinals during the day , Toilet bowls, Toilet loor, Toilet walls and Wash basins , Mirrors on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily (throughout the day)
11.	Cleaning , Vacuuming (hoovering) of Offices with Carpets on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily
12.	Shampoo cleaning of Offices with Carpets on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Weekly or "as" and "when" required.
13.	Cleaning of rooms with PVC Tiles and Chutes on 12 th , 13 th , 14 th , 16 th , 17 th , 18 th ,19 th and 21 st floor.	Daily

REGIONAL INTERGRATION CENTRES- LUNGA LUNGA , NAMANGA AND BUSIA OFFICES

S/No	Service Required	Frequency
1.	Cleaning of lobbies and executive lobbies for Namanga, Lungalunga and Busia.	Daily

2.	Cleaning staircase and Fire escapes terrazzo floors in Namanga, Lungalunga and Busia.	Daily
3.	Cleaning of all Kitchens, Canteens, Floors and Walls in Namanga, Lungalunga and Busia.	Daily
4.	Cleaning of windows(interior)/glass partiions of metal ventilation grills in Namanga, Lungalunga and Busia.	Daily
5.	Removal of rubbish from all offices including Shredders to Chute in Namanga, Lungalunga and Busia.	Daily
6.	Cleaning of all office desks with sheen in all floors in Namanga, Lungalunga and Busia .	Daily
7.	Cleaning of dust in high areas in Namanga, Lungalunga and Busia	Daily
8.	Feather dusting of the padding of the executive offices and Boardroom's floor and cut walls along stairs in Namanga, Lungalunga and Busia	Weekly
9.	Cleaning appropriately of all Furniture fixtures Equipment's such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, Water Dispensers, Tv's etc. thoroughly in Namanga, Lungalunga and Busia	Daily
10.	Continuous Cleaning and disinfecting of Toilets including Urinals during the day , Toilet bowls, Toilet loor, Toilet walls and Wash basins , Mirrors in Namanga, Lungalunga and Busia.	Continous Daily
11.	Cleaning , Vacuuming (hoovering) of Offices with Carpets in Namanga, Lungalunga and Busia.	Daily
12.	Shampoo cleaning of Offices with Carpets in Namanga, Lungalunga and Busia.	Weekly or "as" and "when" required.
13.	Cleaning of rooms with PVC Tiles and Chutes in Namanga, Lungalunga and Busia.	Daily

SDEAC (CO-OPERATIVE HOUSE BUILDING OFFICES)

AREA	FLOOR SURFACE	TOTAL AREA
12 th floor including corridors- 1, 2 wing A and 1,2,3,4,5 Wing B(entire wing A and wing B)	Carpet	
13 th floor -1,2,3 wing A including corridors(entire wing A and B)	Carpet	
14 th floor- 1,2,3 ,4 wing A including corridors wing A(entire wing A)	Carpet	
16 th floor including corridors	Carpet	
17 th floor including corridors	Carpet	
18 th floor including corridors	Carpet	
19 th floor including corridors	Carpet	
21 st floor including corridors	Carpet	

Wash rooms, Kitchen, Canteens, Stairs/Fire escapes, Chutes, Small rooms 12 th to 21 st floor	Terrazzo/PVC	45,944 sq/ft
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REGIONAL INTERGRATION CENTRES

AREA	FLOOR SURFACE	SIZE
Namanga RIC-office floor and corridor	Tiles	47.85 sq.or 14.5 sq .mtrs
Lunga lunga –office and verandah	Tiles	47.85 sq.or 14.5 sq .mtrs
Busia –Two offices-border office Rented space-Two Offices , Corridor and Toilets	Tiles	105 sq.ft or 2sq mtrs

1. CLEANING OF THE OFFICES.

The contractor will be required to maintain the highest standards of cleanliness and decorum as is applicable to the State Department for East African Community, to the satisfaction of the Principal Secretary or his representatives and for this purpose his obligations will at a minimum include the following:

- To have cleaners deployed to the Department observe high standards of hygiene.
- To have cleaners who are of high integrity.
- To remove all rubbish, dirt, stains, spills or foreign objects on or around the surface and to ensure that they are free from blemish.
- To ensure that all areas are free from any foul or unpleasant odors.
- To collect and dispose off all rubbish, dirt, waste materials, or refuse to places designated for this purpose.
- To clean and empty dustbins.
- To check the working conditions of plumbing leakages etc. and report to the designated officer any fault for rectification by the contractor.

A. CARPETS

All carpeted areas to be vacuum cleaned daily and shampooed twice a month. Cleaning should be done with care so as to prolong the lifespan of carpets.

B. PVC TILED FLOOR, CERAMIC FLOORS/WALLS and Rough-cut Walls

all tiled floor/wall areas should be kept clean at all times, should remain polished at all time. the rough-cut walls need dusting regularly.

C. Glass Partitions/Windows/Metal Ventilation grills.

All glass partitions and windows shall be kept clean with an appropriate detergent at all times.

D. Washrooms

All toilets shall be kept clean and shall be maintained at all times. The walls, tiling and fixtures to be maintained to their original glitter. Continuous cleaning and sanitation of all toilets, sanitary bins, floor, bowls, sinks, urinals, mirrors, doors and walls. They shall be air freshened and manned at all times.

E. Furniture fixtures, equipment such as Fridges, Microwaves, Photocopiers, Telephone heads, Faxes, TV's, Water dispensers etc.

Use appropriate sheen/detergent and disinfectant to clean exterior surfaces for furniture fixes, photocopiers, telephone heads, faxes, TV's, fridges, microwaves and water dispensers also clean detachable parts at least twice a month. Due care must be taken not to damage the equipment by cleaning inappropriately.

2. DETERGENTS

The contractor should ensure to use detergents that have been proved to be user friendly as well as environmental friendly sourced from reputable organizations such as Henkel, Johnson's Wax East Africa Ltd, Safi Products, Diversity Lever, GNLD among others. The contract should use non-slip polishes on PVC/ Ceramic tiled floors and parquets.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter should be on the organization's letterhead.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form**-The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form**-This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Securing Declaration Form**-The tenderer shall provide the tender securing declaration in the form included.
6. **Debarment** – Self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal
- 6 **Corruption Declaration** –The person/tenderer will declare that it will not engage in any corrupt or fraudulent practice
- 7 **Labor Laws and the minimum wage regulations** - The person/tenderer will commit to comply with labor laws and minimum wage regulations during the entire period of the contract Failure to meet this requirement during any time of the contract period will be a ground for cancellation of the contract
- 8 SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.
- 9 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

1 FORM OF TENDER

Date _____
Tender No. MEAC/ONT/ 02/2022-2024

To: **The Principal Secretary**
State Department for East African Community
P. O. Box 8846-00200
NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert..... numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of ***[As per the price Schedule]*** 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 _____

2 PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of PPRA.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to item 2 below upon contract execution.

2. PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the scope of works in Section VI
(Description of Services)

ITEM NO.	ITEM DESCRIPTION	MONTHLY CHARGES (KSHS.)	TOTALS FOR 24 MONTHS (KSHS.)
1.	Head Office Nairobi 12 th floor including corridors- 1,2 Wing A and 1,2,3,4,5 wing B (Entire wing A and wing B) 13 th floor- 1,2,3 Wing A including corridors (Entire wing A and B) 14 th floor- 1,2,3, 4 including corridors Wing A(Entire wing A) 16 th floor including corridors 17 th floor including corridors 18 th floor including corridors 19 th floor including corridors 21 st floor including corridors		
2.	Namanga RIC- office floor and corridor		
3.	Lunga lunga- office and verandah		
4.	Busia- two offices- border office rented space-two offices, corridor and toilets		
	TOTAL (inclusive of all applicable taxes) and this shall be the tender sum to be filled in the form of tender.		

3 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 _____.

4 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.</p> <p>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="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">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</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

5 TENDER SECURING DECLARATION FORM

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

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2 years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
 - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
 - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
 - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Thirty days after the expiration of validity of my Tender.

Signed: *[insert signature of the consultant]*

Dated on day of[insert date of signing]

6 SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

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

Bidder Official Stamp

7 UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.

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

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a tac Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

8. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

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

Bidder Official Stamp

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

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

.....
.....(Title)

.....
(Signature)
(Date)

Bidder's Official Stamp