



**MULTI MEDIA UNIVERSITY OF KENYA**

**TENDER No: MMU/CS/07/2021-2022/2022-2023**

**TENDER DOCUMENT FOR  
PROVISION OF COMPREHENSIVE CLEANING &  
FUMIGATION SERVICES**

**CLOSING DATE:  
TUESDAY 8<sup>TH</sup> JUNE, 2021 AT 12NOON**

**YOUTH, WOMEN &  
PERSONS WITH DISABILITIES**

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## SECTION I - INVITATION TO TENDER

**TENDER NAME :** PROVISION OF COMPREHENSIVE CLEANING & FUMIGATION SERVICES  
**TENDER NO.** MMU/CS/04/2021-20222/2022-2023

Multimedia University of Kenya (MMU) invites sealed bids from Eligible and Competent Tenderers (**Youth, Women & Persons with Disabilities**) for Provision of Comprehensive Cleaning & Fumigation Services for a period of **two (2) years** (2021/2022 - 2022/2023) subject to satisfactory performance in the first (1<sup>st</sup>) year.

Interested eligible candidates may obtain further information from and inspect the Tender Documents at Multimedia University of Kenya, Mbagathi Campus Supply Chain Office during normal working hours or downloaded at Multimedia University of Kenya website [www.mmu.ac.ke](http://www.mmu.ac.ke) or the Government PPIP portal [www.tenders.go.ke](http://www.tenders.go.ke) free of charge. Bidders who choose to download the documents **MUST** register with the Procurement Office or notify us using the email [procurement@mmu.ac.ke](mailto:procurement@mmu.ac.ke) giving the following details: Name of tender, Name of the firm, address, telephone Number (s) and email before the closing date.

Prices quoted for tenders should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the particular tender.

There will be mandatory SITE VISIT any time before the closing date (working hours only) but limited to **3 persons** at a time.

Completed Tenders in plain sealed envelopes, marked with the Tender Number on the right-hand side corner and bearing no indication of the Tenderer should be addressed to:

**Vice Chancellor,  
Multimedia University of Kenya  
P.O. Box 15653-00503, NAIROBI.**

and placed in the Tender Box on the Ground Floor of the Administration Block I, Mbagathi Campus or sent by post so as to reach the above not later than **Tuesday 8<sup>th</sup> June 2021 AT 12NOON.**

Bids will be opened immediately thereafter in Admin Conference Hall, Administration Block I, in the presence of Tenderers who choose to attend.

Late Bids will not be accepted.

Vice Chancellor

## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement specified in the tender documents.
- 2.1.2 MMU employees, Committee members, Council members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subService Providers) 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 MMU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the Tender document shall be Kshs.1,000/ Same can be downloaded at **Multimedia University of Kenya website [www.mmu.ac.ke](http://www.mmu.ac.ke) free of charge.**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

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

i) Instructions to tenderers

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

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

2.5.1 At any time prior to the deadline for submission of tenders, MMU, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, MMU, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tenders**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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**

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 MMU's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

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

2.12.3 The tender security is required to protect MMU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 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

2.12.5 Any tender not secured in accordance with paragraph 2.12.2 and 2.12.3 will be rejected by MMU as non responsive, pursuant to paragraph 2.20

2.12.6 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 MMU.

2.12.7 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.

2.12.8 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 2.26 **or**

- ii. to furnish performance security in accordance with paragraph 2.27.

- 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 MMU, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MMU as nonresponsive.

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

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each –**ORIGINAL TENDER**” and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1. The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE the address specified under paragraph 2.15.2 not later than on Tuesday 8<sup>th</sup> June, 2021 at 12noon”**
- 2.15.3. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by MMU at the address specified under paragraph 2.15.2 not later than on **Tuesday 8<sup>th</sup> June, 2021 at 12noon.**
- 2.16.2 MMU 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 MMU 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 MMU 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 MMU 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 MMU may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 MMU 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 MMU open all Technical Tenders Bids in the presence of tenderers' representatives who choose to attend, on **Tuesday 8<sup>th</sup> June, 2021 at 12noon**, in the **ADMIN CONFERENCE HALL, ADMINISTRATION BLOCK** . The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as MMU, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 MMU 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 MMU 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 MMU'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 MMU 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 MMU 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 2.22, MMU 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. MMU'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 MMU and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 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.

**2.22 Evaluation and comparison of tenders.**

2.22.1 MMU 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 MMU'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.**

MMU 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 MMU'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. MMU 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 MMU**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact MMU 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 MMU 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**

- i. In the absence of pre-qualification, MMU 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.
- ii. 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 MMU deems necessary and appropriate.
- iii. 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 MMU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b. Award Criteria**

- i. Subject to paragraph 2.28 MMU 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 price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- ii. MMU 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 MMU's action. If MMU determines that none of the tenderers is responsive; MMU shall notify each tenderer who submitted a tender.
- iii. 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, MMU 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 MMU 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 2.27, MMU 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 MMU notifies the successful tenderer that its tender has been accepted, MMU simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MMU.

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 MMU, 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 MMU.

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 MMU may make the award to the next lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

2.28.1 MMU 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 MMU will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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



## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: (Youth ,Women and PWD's)
2.10	Particulars of others currencies allowed:  <b>Only Kenya Shillings</b>
2.11	Particulars of eligibility and qualifications  Documents of evidence required:  <b>As per Evaluation Criteria</b>
2.12	Particulars of tender security:  <b>Bidders should fill and submit at Tender Securing Declaration Form (template Form attached)</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days</b>
2.16.1	Address of Receiving Tenders: <b>Completed Tender Documents should be deposited in the tender box provided at The Multimedia University of Kenya's Administration Building located at the ground floor or be addressed to:</b>  <b>Vice Chancellor, MULTIMEDIA UNIVERSITY OF KENYA P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD Tel. +254 20 2071391, Fax: +254 20 2071247</b>
2.16.3	Bulky tenders who will not fit in the tender box shall be delivered to the Procurement Unit and recorded accordingly
2.22	<b>Evaluation and comparison of Tenders:</b> The Evaluation Criteria on <b>page 18</b> shall be applied notwithstanding any other requirement in the tender documents.
2.24	Particulars of post - qualification if Applicable - <b>The University may carry out Due Diligence visits to the tenderers premises to ascertain some details in the Tender Documents</b>
2.30	Particulars of performance security - <b>not applicable</b>
Other's as necessary	Complete as necessary

## EVALUATION CRITERIA

Pursuant to paragraphs 2.20, 2.21 and 2.22 of Instructions to Tenderers, the following Evaluation Criteria will be applied:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

### A. PRELIMINARY EVALUATION CRITERIA

No	MANDATORY REQUIREMENTS	RESPONSIVENESS	
		Yes	No
1	Copy of Certificate of Registration / Incorporation		
2	Copy of Valid Tax Compliance Certificate/Tax Exemption Certificate		
3	Certificate of registration from National Treasury/County Government (YAGPO/WAGPO Certificate Persons with Disabilities (PWDs) should attach evidence of Registration by National Council Of Persons With Disabilities		
4	Copy of valid CR12 showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company. <b>NB/Sole proprietors should attach a copy of their ID</b>		
5	Copy of Valid Single Business Permit		
6	A copy of valid NHIF Compliance Certificate		
7	A copy of valid NSSF Compliance Certificate		
8	A copy of Work Injury Benefit Insurance Cover		
9	Current Certification/Letter from Ministry of Labour as proof of compliance with Guidelines on Minimum Wage and labour laws		
10	Duly filled, signed and stamped <b>Tender Securing Declaration Form</b>		
11	Declaration that the Bidder shall not engage in any corrupt or fraudulent practice. The form must be duly signed by a person lawfully authorized (senior management) - <b>Form SD2</b> (attached)		
12	Original & copies of tender document must be <b>properly bound and pages serialized</b> in line with Section 74 (1) (f) of the Public Procurement and Asset Disposal Act 2015 Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected		
13	Duly signed Form of Tender		

Tenderers who do not satisfy any of the above requirements shall be considered **Non-Responsive** and their tenders will not be evaluated further.

**NOTE: The validity of mandatory documents shall be deemed valid as at the time of opening of Tenders.**

**B. TECHNICAL EVALUATION**

Bidders meeting all the above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:

No	Technical Requirement		Maximum Sore
1	<b>Proof of Experience in provision of Cleaning Services</b> - copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years. a) 1 client - 5 marks b) 2 clients - 10 marks c) 3 clients - 15 Marks d) 4 clients - 20 marks	Recommendation Letters should have the following details:- <ul style="list-style-type: none"> <li>• Signed,</li> <li>• Stamped,</li> <li>• physical location,</li> <li>• Postal address,</li> <li>• phone numbers,</li> <li>• Clients contacts name,</li> <li>• Duration of contract.</li> </ul>	20 marks
2	<b>Tools and facilities</b> Bidder should have enough tools and facilities to undertake the assignment	a) Indicate the description and trade names of each consumable (eg. detergent) and categorize them as per the nature of service they will be used for. <b>(5 marks)</b> <i>attach catalogue</i> b) Breakdown of machines, equipment and tools related to the services to be provided. <b>(9marks)</b> <ul style="list-style-type: none"> <li>• Wet and dry suction machine (3 marks)</li> <li>• Scrubbing machine (3marks)</li> <li>• Vacuum cleaner (3 marks)</li> </ul> c) List of Personal protective equipment. <b>(6marks)</b> <ul style="list-style-type: none"> <li>• Uniform clothes - 2marks</li> <li>• Protective shoes ( 2 marks)</li> </ul> OTHERS - Gloves, Dust and ear masks ( 2marks) <b>NB</b> Tenderers must provide proof of ownership or evidence of hiring (lease) for equipment under (b) above	20 marks
3	<b>Human Resources</b> Competency of Supervisors and Managers:-	Attach copies of certificates and CVs of the proposed supervisors and Managers for the contract.	20 marks

	<p><b>1. Experience of supervising/ managing similar scope:</b></p> <p>□ <u>Supervisor</u></p> <p>a) 1 year (1 mark) b) 2 years (2 marks) c) 3 years (3 marks) d) 4 years (4 marks) e) 5&gt; years (5 marks) <b>(Maximum 5 marks)</b></p> <p>□ <u>Manager</u></p> <p>a) 1 year (1 mark) b) 2 years (2 marks) c) 3 years (3 marks) d) 4 years (4 marks) e) 5&gt; years (5 marks) <b>(Maximum 5 marks)</b></p> <p><b>2. Relevant courses such as housekeeping, hospitality and management;</b></p> <p>□ <u>Supervisor</u></p> <p>a) Certificate level = (3 marks) b) Diploma or higher = (5 marks ) <b>( Maximum 5 marks)</b></p> <p>□ <u>Manager</u></p> <p>a) Diploma level = (3 marks) b) Degree level = (5 marks) <b>( maximum 5 marks)</b></p>	<p>Recommendation letters should have the following details:-</p> <ul style="list-style-type: none"> <li>• Signed,</li> <li>• Stamped,</li> <li>• physical location,</li> <li>• Postal address,</li> <li>• phone numbers,</li> <li>• Clients contacts name,</li> <li>• Duration of contract.</li> </ul>	
4	<p><b>Work Plan and methodology of execution</b></p>	<p>An Operational plan Providing a detailed daily operational plan for the whole contract duration. (This to include staffing required to undertake particular tasks, sequence and frequency of events and tools to necessary to carry tasks etc)</p> <ol style="list-style-type: none"> <li>1) Work plan including Daily duty procedure <b>(4 Marks)</b></li> <li>2) Cleaning of different types of floors and fabrics <b>(4 Marks)</b></li> <li>3) Waste handling procedure e.g. biodegradable, hazardous, filters &amp; oily rags, bottles, plastics, polythene etc. <b>(4marks )</b></li> <li>4) Washroom rooms cleaning procedure etc. <b>(4marks)</b></li> </ol>	<b>20 marks</b>

		5) Handling procedures of fittings & fixtures. (2marks) 6) Handling procedures of office equipment (2marks)  <b>Tenderers must submit their signed and Stamped procedures and methodology of execution which shall form part of the contract</b>	
5	Physical Facilities Provide details of physical address - attach evidence of either title deed, lease or latest utility bill	Details of physical address by way of either copy of title deed or lease documents or latest utility bill - 10 marks • Not provided - 0 marks	<b>10marks</b>
6	Copy of Food Handlers Medical Certificate for at least two(2) workers not more than 6 months old	(2.5 Marks for each certificate)	<b>5marks</b>
7	Provide with relevant evidence of paying allowance e.g house allowance, overtime, leave, etc.) paid to the cleaners on monthly basis.	Attach copy of cleaners salary structure/pay slip (3 Pay slips- 5 marks, 2 Payslips-3 Marks, 1 Pay slip, 1 Mark)	<b>5marks</b>
<b>TOTAL MARKS</b>			<b>100</b>
<b>PASS MARK</b>			<b>70</b>
Award Criteria: <b><i>The firm achieving the lowest evaluated price per item will be awarded the contract.</i></b>			

Bidders in the target group who feel they lack the capacity for this tender are encouraged to have a partnership agreement with other established entity and the role of the parties to the agreement must be clearly defined. **The Lead Role must be the entity from Special group.** Both or/all entities party to the agreement submitted will be liable to contractual obligation in case of award.

For joint ventures, bidders must submit signed agreements and Power of Attorney Where transportation of the bids is outsourced, attach proof - i.e. contract/agreement and Power of Attorney. Multimedia University of Kenya at its discretion may authenticate the contract/agreement.

- 1) Multimedia University of Kenya reserves the rights to undertake due diligence to verify information and evidence provided above.
- 2) A tender must score a minimum mark of 70 (70%) to qualify for financial evaluation

### C. FINANCIAL EVALUATION CRITERIA

Tenderers shall state their bid as detailed on a schedule outlined in section V - schedule of requirements and the price schedule. Tenders will be evaluated on the basis of this base price.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the technical stage above

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

### D. DUE DILIGENCE

Multimedia University may carry out a Due Diligence exercise on the tenderers premises to confirm the information provided. Bidder whose details do not correspond to the details in the tender documents will be disqualified.

The due diligence report will comprise assessment of the bidders' ability to perform the work. The Evaluation Committee shall visit the provided sites by the bidder under evaluation to determine:

- a) The bidder's **capacity** to discharge duties of similar nature and magnitude comparable to the University.
- b) **Quality** of service offered by the bidder shall be established by the Evaluation Committee to previous clients.
- c) **Customer Satisfaction** of previous clients.

## 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 MMU 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 Service Provider including materials and incidentals which the tenderer is required to provide to MMU under the Contract.
- d) The “Procuring entity” means the Multi Media University of Kenya (MMU) the organization sourcing for the services under this Contract.
- e) The “Service Provider” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### **3.4 Patent Right's**

The tenderer shall indemnify MMU 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MMU 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 MMU 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 MMU 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 MMU 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 MMU 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 sub Service Provider(s). If conducted on the premises of the tenderer or its sub Service Provider(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to MMU.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, MMU 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 MMU.

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**

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

### **3.8 Prices**

Prices charged by the Service Provider 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 MMU's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with MMU's prior written consent.

### **3.10 Termination for Default**

MMU 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 MMU.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.  
if the tenderer, in the judgment of MMU has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event MMU 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 MMU for any excess costs for such similar services.

### **3.11 Termination for insolvency**

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

### **3.12 Termination for convenience**

MMU by written notice sent to the Service Provider 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 MMU convenience, the extent to which performance of the Service Provider 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 Service Provider on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

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

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract	
3.5	Specify performance security if applicable	<b>Not Applicable</b>
3.7	Payment	At the end of every month, the supplier shall submit invoices addressed to the <b>Vice Chancellor, Multimedia University of Kenya, and P.O. Box 15653-00503, Nairobi</b> . The credit period shall be 30 days.  <b>Payments will be made upon proof of satisfactory performance</b>
3.8	Specify price adjustments allowed	<b>Not allowed</b> except as provided by Section 139 of the Public Procurement and Asset Disposal Act 2015
3.10	Termination	The agreement shall terminate at the end of the second (2 <sup>nd</sup> ) year from the date hereof, subject to proven satisfactory performance in the 1 <sup>st</sup> year.  However either party may terminate the Agreement by giving to the other party two (2) months' notice in writing or payment of two (2) months the contract price and charges in lieu of such notice.  On termination of this Agreement, the Cleaning Services Company shall be expected to remove all its equipment, which may have been placed on the premises within one month from the date of termination.
3.13	Specify resolution of disputes	<b>Arbitration</b>  Both parties shall endeavor to settle amicably any dispute or difference of any kind but should any such dispute or difference persist then it shall be settled in accordance with the Arbitration Act 1995.

3.16	Specify applicable law	Laws of Kenya
3.17	Indicate addresses of both parties	Client: Multimedia University of Kenya P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI+ ROAD
4.30	<b>Must submit copies of the following documents ( <i>other Mandatory Requirements</i> )</b>	
	a) All workers to be engaged in the provision of services must be of high integrity and must have a valid certificate of Directorate of Criminal Investigation (DCI) ( <i>Bidder to provide a written undertaking on the same</i> )	
	b) Tenderer must give a copy of a Valid WIBA Insurance Cover for workers to be engaged in the provision of the cleaning services to MMU.	
	c) Statement of occupational, safety and health policy of the tenderer.	
	d) Statement of the corporate policy on instilling and achieving high moral standards among staff.	
	e) Statement by tenderer on adherence to the Labour Laws.	
	f) Evidence of (b), (c) and (d).	
Other's as necessary	Complete as necessary	

## SECTION V - SCHEDULE OF REQUIREMENTS

### TENDER SPECIFICATIONS FOR PROVISION OF CLEANING AND FUMIGATION SERVICES AT THE MULTIMEDIA UNIVERSITY OF KENYA, MBAGATHI CAMPUS

This is a tender for provision of **Cleaning and Fumigation Services** for twenty-four **24 months** from date of award, subject to satisfactory performance in the first (1<sup>st</sup>) twelve (12) months.

#### A. PROVISION OF CLEANING SERVICES

Areas to be covered as follows:

##### 1. OFFICES

- i. Administration block
- ii. Library
- iii. Engineering block
- iv. Business Studies Blocks A, B, C, and D
- v. Procurement
- vi. Student Centre, Estates & Transport
- vii. Access Network (prefabs)
- viii. Dispensary
- ix. Security office
- x. EGs, Hs and Rs Blocks
- xi. Research & Development
- xii. Prefabs behind block D
- xiii. Common Lecture rooms block
- xiv. Collection/movement and arrangement of chairs from compound and inter-rooms
- xv. Graduation Square

##### 2. HOSTELS

- i. A (TV room included)
- ii. B
- iii. C
- iv. D
- v. E
- vi. Prefab A.
- vii. Prefab B.
- viii. Arusha
- ix. Entebbe
- x. Kigali
- xi. Mbale

##### 3. STAFFING REQUIREMENTS

- The Service Provider shall ensure that the staff posted in the campus is of unquestionable integrity and character and that the levels or categories, grades and qualifications of such staff are maintained at all times. The Service provider shall particularly ensure the following:
  - Minimum of 22 staff and one supervisor for Main Campus

- The supervisors should **not be a working staff and should** have at least KCSE certificate, 2 years relevant work experience and Certificate in Housekeeping.
- All staff should be fluent in English and Kiswahili.
- Ensure the staff is properly identifiable by badges at all times.
- Staff shall, at all times while within or outside the campus premises, be clean and in well maintained uniforms in order to preserve the values and good image of the campus taking cognizance of the fact that the University hosts high level functions.
- The Client reserves the right to bar entry or request immediate removal of any staff member of the Service Provider who in the opinion of the Client, is improperly dressed or misbehaved and therefore not desirable. The Service Provider shall arrange to immediately replace the staff so removed and advise the School of its action accordingly and in reasonable time.
- The Service Provider shall inform the Client of any staff movement and rotations prior to effecting such movements and rotations.
- Staff shall have presentable footwear for use around seminar areas and gumboots for use around wet areas.
- The legal and generally accepted safety, health and occupational standards and measures for the staff should be complied with.
- The Service Provider shall bring adequate number of staff to perform its contractual obligation and where the Client deems the staff is inadequate, it reserves the right to request for additional staff.
- The staff shall be of high moral integrity and with the relevant testimonials'
- The Service Provider shall provide staff with protective clothing including rain coats (when necessary) gum boots, hand gloves, face masks and other clothing recommended by the Labour Laws.

### **Cleaning Staffing**

- Bring an adequate number of staff (**Minimum no. 37**) of cleaners and one supervisor **for Main Campus** to do cleaning duties in the compound and the number of staff may be increased as need arises to cope with the work.
- The campus reserves the right of sending away any Service Providers staff who behaves in a manner not acceptable by the campus.
- The supervisors should have at least 3 years' experience in cleaning.
- Ensure the staffs are properly identifiable and presentable i.e. badges and uniforms.
- Copies of valid certificate of good conduct and 2 passport photos.

- Staff should have minimum 2 pairs of uniforms and rain coats.
- Only white round neck T. Shirts can be worn inside.
- Staff should be in flat black leather shoes or gumboots when necessary.  
Personal hygiene of staff is very important; they should be clean and presentable all the time.
- The recommended and generally accepted safety, health and occupational measures for the staff should be complied with.
- The staff should be of high integrity and with the relevant testimonials
- The Service Provider is expected to provide adequate equipment for use during cleaning.
- The Service Provider is expected to bring in his or her own detergents subject to approval by the campus.
- The cleaning supervisor shall randomly inspect detergents before use in the campus.
- The Service Provider is to provide for insurance cover for all workers (documentary proof shall be required before signing of the contract).
- The nearest hospital where the staff can be rushed in case of an emergency.
- Work may at times necessitate working beyond the official hours as may be directed by the campus's management work may extend to midnight or beyond.

#### **4. WORKING HOURS**

Monday to Friday's 6.00 am to 5.00 P.M

Saturday's 7.00 AM to 13.00 P.M

#### **3.1 Administration, communication, engineering, research, FAMECO, printing, block A, B, C&D, prefabs, estates /transport, dispensary and Library areas**

- Buffing machines and pad should be used when cleaning and maintaining offices, seminar rooms, lecture rooms and library to remove stains and give the floor a shiny finish
- Cleaning and sweeping of the roads and storm water drainage within the administration and academic areas to be done daily
- Cleaning and Collection of litter and other rubbish from dust bins to central points of collection for disposal to be done twice every day Cleaning of all louvers in the compound shall be done daily
- Cleaning of storm water drainage outside the campus perimeter fence shall be washed and scrubbed with soap and hard brush three times a week and sweeping will be done daily and if need be twice a day

#### **3.2 Hospitality, hostels, sports and kitchen area**

- Collection of garbage from the above specified areas. Collection to be done daily before 10:00 am.
- Cleaning and sweeping of roads including cleaning of storm water drainage to be done daily.
- All roads and parking around these areas to be cleaned daily
- Cleaning of gutters to be done three days a week
- Removing of litter and other garbage from the fence area to be done daily if need

be twice

- The Service Provider shall collect the said refuse from all the points in the compound including kitchen, residential, and any other point in the compound

3.3 The Service Provider shall **provide cleaning services** at the following points

**A. BLOCK A - BY 7.30AM**

**1. GROUND FLOOR - 7.30AM**

- Reception/Lobby Area
- All offices
- All lecture rooms
- Corridors
- Staircases
- Walls
- Wooden partitions
- Skirting's
- Control rooms
- And any other area called upon to clean
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**2. 1ST FLOOR - 7.30AM**

- All Offices
- All lecture rooms
- Corridors
- Mini Kitchen
- All washrooms
- Corridors
- Walls
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms
- Partitions
- Windows
- Any other areas called upon

**5. BLOCK B - 7.30**

**GROUND FLOOR - 7.30AM**

- Reception/Lobby Area
- All offices
- All lecture rooms



- Corridors
- Staircases
- Walls
- Wooden partitions
- Skirting's
- Control rooms
- And any other area called upon to clean
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**4. 1ST FLOOR - 7.30AM**

- All Offices
  - All lecture rooms
  - Corridors
  - Mini Kitchen
  - All washrooms
  - Corridors
  - Walls
  - All carpeted rooms following the procedures provided on cleaning of carpeted rooms
  - Partitions
  - Windows
- Any other areas called upon

**6. Block C - 7.30 am**

**5. GROUND FLOOR - 7.30AM**

- Reception/Lobby Area
- All offices
- All lecture rooms
- Corridors
- Staircases
- Walls
- Wooden partitions
- Skirting's
- Control rooms
- And any other area called upon to clean
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**6. 1ST FLOOR - 7.30AM**

- All Offices
- All lecture rooms
- Corridors
- Mini Kitchen
- All washrooms
- Corridors
- Walls
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms
- Partitions
- Windows
- Any other areas called upon

**1. BLOCK D 7.30 am**

**7. Ground Floor - 7.30am**

- Reception/Lobby Area
- All offices
- All lecture rooms
- Corridors
- Staircases
- Walls
- Wooden partitions
- Skirting's
- Control rooms
- And any other area called upon to clean
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**8. 1ST FLOOR - 7.30AM**

- All Offices
- All lecture rooms
- Corridors
- Mini Kitchen
- All washrooms
- Corridors
- Walls
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms
- Partitions
- Windows

- Any other areas called upon

## **8. RESEARCH AND DEVELOPMENT - 7.30 AM**

### **GROUND FLOOR - 7.30AM**

- Reception/Lobby Area
- All offices
- All lecture rooms
- Corridors
- Staircases
- Walls
- Wooden partitions
- Skirting's
- Control rooms
- And any other area called upon to clean
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

## **9. 1st Floor - 7.30am**

- All Offices
- All lecture rooms
- Corridors
- Mini Kitchen
- All washrooms
- Corridors
- Walls
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

## **10. ENGINEERING BLOCK - 8.00 AM**

- Lecture rooms & computer Labs
- All offices
- Stores
- Seminar room
- All washrooms
- All Corridors
- Windows
- Louvers
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**10. FAMECO - 8.00am**

- All the washrooms
- All Stores
- All Offices
- All corridors and walkways
- Louvers and walls
- Stairs
- All lecture rooms & labs
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

**11. PROCUREMENT - 7.30 am**

- All Offices
- Washrooms
- Corridors
- Windows
- All walkways
- All stores

**12. SECURITY OFFICES - 7.30am**

- Security room
- Washrooms
- Corridors
- Windows
- All corridors and walkways

**13. PRINTING - 7.30am**

- All offices,
- All windows
- All Corridors and walkways
- All washrooms
- Stair cases
- All walk ways to and around the building

**. 14.ADMINISTRATION BLOCK . 7: 30 am**

- All offices
- All partitions
- All windows

- All Corridors and walkways
- All washrooms
- Stair cases
- All rails
- All walk ways to and around the building
- Boardrooms
- Conference halls
- All carpeted rooms following the procedures provided on cleaning of carpeted rooms

This gives a guideline on what is supposed to be cleaned with the buildings mentioned in the contract and must be absorbed at all times.

**15. COMMON LECTURE ROOMS BLOCK - 7.30am**

- All the washrooms
- All Stores
- All Offices
- All corridors and walkways
- Louvers and walls
- Stairs
- All lecture rooms & labs

**16 HOSTELS - 7.30am**

1. A (TV room included)
2. B
3. C
4. D
5. E
6. Prefab A.
7. Prefab B.
8. Arusha
9. Entebbe
10. Kigali
11. Mbale

**Note:**

1. The Service Provider is expected to clean the following areas in the hostels listed above:

- Toilets,
- Bathrooms,
- Urinals,
- Corridors,
- Stairs,
- Pavements,
- Interior slabs,
- Laundries,

- Offices,
  - Common Areas,
  - Windows,
  - Rooms,
  - Entry Lobby &
  - Miscellaneous Rooms
2. Miscellaneous rooms include TV rooms, power rooms, storage spaces etc and are of various sizes.
  3. Toilets and bathrooms are individual rooms housed within units that hold different numbers and have open spaces of various sizes
  4. Cleaning cycles are as follows:

### Cleaning Cycles

	Area	Frequency	
1.	Corridors	2	Daily
2.	Washrooms	3	Daily
3.	Offices	1	Daily—except weekends
4.	Staircases	2	Daily
5.	Entrance lobbies	2	Daily
6.	Laundry Areas	1	Daily
7.	Common rooms	1	Weekly
8.	Pavements	1	Monthly
9.	Slabs in the hostels	1	Daily
10	Windows	1	Monthly
11	Emptying trash bins	3	Daily
12	Student rooms - comprehensive cleaning	2	Yearly

### IMPORTANT

- Do not use metal scrapers, blades or steel wool on either surface of the glass
- Do not allow water or cleaning fluids to remain in contact with the glass, frame, sealants or gaskets for long periods
- Do not use abrasive cleaning solutions or materials

### C. EQUIPMENT AND MATERIALS

The campus shall have the right to inspect, approve or reject equipment and materials provided by the Service Provider before commencement of the contract.

#### *Equipment*

The Service Provider is expected to provide adequate and working equipment for use during the duration of the contract. The following is a list of the minimum required equipment for the contract:

- Two (2) buffing/scrubbing machines and accessories.

- Two (2) sucking machines and accessories.
- Two (2) 20m long telescopic poles and accessories
- Two (2) Hoover machines,
- One (1) Carpet extractor
- Two (2) Extension cables capable of stretching 100 m.
- Five (5) hose pipes of 30 m each.
- Two (2) 20 Ft. Ladders.
- 10 Cleaning signs
- Any other equipment required in cleaning
  - ***every cleaner shall have the following items:***
    - Fur-on-stick (cobweb remover)
    - Hand brushes,
    - Soft broom.
    - Floor rug
    - Dust pan
    - Dusters
    - Bucket
    - Scouring pads
    - Steel wool
    - Masks and gloves
    - Caddy box

**Before the start of the contract, there will be an inspection to ensure that ALL prerequisite equipment is provided. Failure to provide the required equipment could lead to cancellation of the contract**

***Other Items***

- The Service Provider shall provide and keep and store in the premises of the Client the following materials and the quality and brand of the said materials shall match the samples provided by the Service Provider.
  - Floor polish
  - Stripper
  - Floor Maintainer
  - General Purpose Cleaner/Multipurpose
  - Toilet cleaner
  - Furniture cleaner/R4
  - Window cleaner

- Leather cleaner as per sample
- Dettol
- Hand washing cream
- Carpet shampoo
- Carpet extractor
- Traffic wax liquid for wooden floor
- Floor wax
- Scouring powder
- Bleaching agent
- Polishing agent
- Toilet balls
- Air freshener
- Wooden floor polish
- Wax / polish for corridors.
- White board spirit.
- Assorted buffing and scrubbing pads - black, green, yellow
- Grease remover
- washing detergents.
- Disinfectants.
- Any other materials that may be necessary for effective execution of the contractual obligation of the Service Provider



## **B. FUMIGATION & PEST CONTROL SERVICES**

### **PROVISION OF FUMIGATION & PEST CONTROL SERVICES (Fumigation should include Fumigation against Covid - 19 ) .**

Multimedia University of Kenya requires the services of fumigation and pest control services for the financial years 2021-2023. The requirements are as follows:

- 1) The services to be carried out at least monthly or six weekly as specified below.
- 2) Bidders must specify the chemicals that they will use to provide the services. This should include information that these chemicals are certified for use and do not harm the environment.
- 3) Provide evidence that these services meet dairy and food industry standards due to the high incidences of pest re-infestation due to prevailing conditions.
- 4) Provide evidence that these services meet Environmental management systems standards, Food safety management systems standards and quality management system standards
- 5) Provide evidence that the chemical used is permitted for use in Food Industries by the pest control board.

#### **NOTE:**

Regular fumigation and pest control services that will include but not limited to:-Treatment against and eradication of the following:

1. Covid -19
2. Cockroaches.
3. Sugar ants.
4. Fleas.
5. Bedbugs.
6. Mosquitoes.
7. Flies and other flying insects
8. Rats & Mice

The services to be carried out Monthly/ Quarterly as shown in schedule below and to allow repetitions when needed.

Fumigation and Pest Control services for Multimedia University of Kenya will be for the following stations making up Multimedia University of Kenya network.

**SCHEDULE OF REQUIREMENTS (Locations and frequencies)**

S/ NO	LOCATION	PEST CONTROL & ANTI-COVID-19 FUMIGATION FREQUENCY	REMARKS
1	All Offices	Four times (quarterly) Per Year	
2.	MAIN KITCHEN	Four times (quarterly) Per Year	
3.	STUDENT'S HALLS OF RESIDENCE (ALL)	Four times (quarterly) Per Year	
4.	HOTEL CONFERENCE FACILITIES &	Four times (quarterly) Per Year	
5.	CLUB HOUSE	Four times (quarterly) Per Year	
6.	ADMIN CONFERENCE HALL	Monthly	
7.	PROCUREMENT OFFICES & STORES	Monthly	
8.	LIBRARY	Monthly	
9.	HOSTELS	Twice per year	

## SECTION VI - DESCRIPTION OF SERVICES

### 6 PROVISION OF CLEANING SERVICES

#### 6.1 PVC and Ceramic Tiled Floors

These should be scrubbed to remove embedded dirt and stains, polished to ensure a shiny finish and maintain so as to protect the floor. Scrubbing or stripping and polishing should be done at least twice a month while maintenance is on daily basis.

#### 6.2 Terrazzo Floors

Scrubbed to remove embedded dirt and stains polishing to ensure a shiny finish and maintain so as to protect the floor.

Scrubbing and polishing to be done twice a month and maintenance shall be on daily basis.

#### 6.3 Furniture and Fittings

These should be dusted daily and should be properly arranged. This exercise should be done before the official working hours, that is, 8.00 a.m. Doors and doorframes should be cleaned and dusted daily.

Windows should be cleaned and dusted daily using approved detergent. Walls-both internal and external, should be free from any type of marks and cobweb.

Telephone sets, computers, printers, door handles and equipment's should be dusted and disinfected daily and polished once a week. Waste paper baskets should be emptied twice per day.

#### 6.4 Carpeted Areas

Hovering of carpets should be done on daily basis. All the carpeted areas should be shampooed at least twice per month.

#### 6.5 Sanitary Fitting

Wash basins, urinals, toilets bowls and seat covers should be cleaned four times a day and be free from any kind of stains.

Glass mirrors and windows should be cleaned at least once a day and should be free from finger marks at all times.

All hand touch facilities in the cloakrooms including doors, doorframes, door handles, flush and taps should be cleaned, dusted daily.

The Service Provider shall provide multicolor urinal balls and other air fresheners to maintain a constant freshness.

All toilet floors should be wiped/ mopped, kept dry and disinfected using approved disinfectants twice a day i.e. mornings and after lunch. Any system failures such as leakages should be reported for prompt repair.

Ensure adequate supply of liquid soap in the soap dispensers and liquid hand washing soap for areas with soap dispensers. Any faulty soap dispensers or hand dryers should be reported immediately.

#### **6.6 Offices and Meeting rooms**

All the offices and floors must be mopped first thing in the morning and scrubbed using approved detergents and polished and polished once a week.

Cleaning, polishing and buffing should be done as frequently as necessary. Any stains should be rubbed off with an appropriate cleaner.

Vacuum cleaning of all carpeted surfaces must be done daily and shampooing be done once a week.

#### **6.7 Materials stores**

All materials stores should be swept and mopped daily and scrubbed twice a month under the supervision of the College staff.

#### **6.8 Basins, Sinks and Urinals**

These must be cleaned with approved disinfectant throughout the day. Such cleaning must include the flush handles.

#### **6.9 Walls and Ceilings**

All stains on the wall, ceilings should be removed using an appropriate spot cleaner. Any signs of dampness on the ceiling should be promptly reported to the College representative.

#### **6.10 Workshops, and Laboratories, clinics**

These should be swept clean and mopped daily and as often as the user may request. An approved detergent must be applied to remove the stains on the walls and floor. Special care to consult users before the commencement of the cleaning should be emphasized. All cobwebs, birds nest and wasp nests should be removed immediately.

#### **6.11 Corridors, staircases and fire escapes**

All corridors, staircases and landing areas in and around offices and classrooms building should be swept and mopped daily and the floor should be dry throughout the day. Ceiling should be free of cobwebs.

### 6.12 Classrooms

These should be swept, mopped daily and scrubbed once a week and applicable wax/ polish applied. All windows should be dusted and wiped daily. Walls should be wiped and any marks or stains removed with approved removing agents.

Chairs and tables should also be dusted and wiped daily and arranged as appropriately. All garbage and waste paper should be collected and disposed at agreed sites.

### 6.13 Office Equipment, furniture and Fittings

All office desks, chairs, and storage units (wooden or metal) should be dusted every morning and stains removed.

All telephone headsets should be wiped and regularly cleaned and disinfected. Computers, printers, photocopiers should be dusted every morning. All office furniture covered with fabric should be shampooed once a month.

### 6.14 Requirements for cleaning materials

#### 1. All purpose detergents

- The all-purpose detergent must be user friendly i.e. should not emit awful smell
- Must have excellent dirt suspension powers with reasonable viscosity
- Should not be corrosive on the floors
- Must not be toxic and or irritate skin during use
- Should be soluble in water

#### 2. Liquid Disinfectant

- An ideal disinfectant should possess a pleasant fragrance
- The fragrance should at least last for 5 hours to deodorize the relevant areas
- Should not be corrosive on the floor
- Should be user friendly i.e. no awful smell?
- Should not irritate the skin during usage
- Should have high disinfecting powers to kill germs

#### 3. Carpet Shampoo

- Should have foaming powers to loosen dirt
- Should not leave any awful smell on carpets after cleaning and drying
- Should not damage the carpets
- Should be able to dry within a reasonable period of time i.e. 12 hours after cleaning. Should be a neutral product
- Other products should be neutral and friendly on the user and floor surfaces.th while maintenance is on daily basis.

## 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. **Tender Securing Declaration Form** - to be filled by Special Group Tenderers
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **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.
6. **Performance Security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Letter of Notification of Award** - To be filled by Multimedia University of Kenya
8. **Form RB 1** - Filled by Tenderers who choose to Request for Review of Procurement Process with the Public Procurement Administrative Review Board (PPARB)
9. **Anti-Corruption Self-Declaration Forms**
  - a) Bidder not debarred in the matter of PPAD Act 2015 - **Form SD1**
  - b) Bidder shall not engage in any corrupt or fraudulent practice - **Form SD2**

### 7.1 FORM OF TENDER

Date \_\_\_\_\_

To: THE VICE CHANCELLOR  
MULTIMEDIA UNIVERSITY OF KENYA  
P. O. Box 15653-00503, NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Comprehensive Cleansing & Fumigation 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 deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries - including any sub Service Providers or suppliers for any part of the contract - has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. 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.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tender for and on behalf of

\_\_\_\_\_

**7.2 PRICE SCHEDULE OF SERVICES****PART A: OFFICES**

ITEM NO	AREA DESCRIPTION	MONTHLY CHARGES	Cost for 12 months	Cost for 24 months
1	Administration block			
2	Graduation Square			
3	Library			
4	Engineering block			
5	Business Studies Blocks A, B, C, and D			
6	Procurement			
7	Student Centre, Estates & T Transport			
8	Access Network (prefabs)			
9	Dispensary			
10	Security office			
11	EGs, Hs and Rs Blocks			
12	Research & Development			
13	Prefabs behind block D			
14	Common Lecture rooms block			
15	Collection/movement and arrangement of chairs from compound and inter-rooms			
	VAT 16%			
	<b>TOTAL FOR PART A</b>			



**PART B: HOSTELS**

	AREA DESCRIPTION	MONTHLY CHARGES	Cost for 12 months	Cost for 24 months
1.	A (TV room included)			
2.	B			
3.	C			
4.	D			
5.	E			
6.	Prefab A.			
7.	Prefab B.			
8.	Arusha			
9.	Entebbe			
10.	Kigali			
11.	Mbale			
12.	Mbarara			
<b>16% VAT</b>				
<b>TOTAL FOR PART B</b>				

NB: Minimum No. of personnel Should NOT be less than 37 cleaning personnel

**PART C: PROVISION OF TISSUE PAPERS**

Area Description	Qty	Unit cost (per roll)	Weekly cost	Monthly cost	Cost for 12 months	Cost for 24 months
Toilet paper 2 ply white (Premium Brand 200 Sheets Blended tissue. Sheet Size 10 x 12.5 cm) 320pcs per week	320pcs					
<b>16% VAT</b>						
<b>TOTAL FOR PART C</b>						

**PART D: AUTOMATIC AIR FRESHENERS AND DISPENSERS**

Description	Qty	Unit cost (per roll)	Monthly cost	Cost for 12 months	Cost for 24 months
Provision of Automatic air fresheners and their dispensers and refilling them	4				
<b>16% VAT</b>					
<b>TOTAL FOR PART D</b>					

**PART E: FUMIGATION AND PEST CONTROL**

S/ NO	LOCATION	FREQUENCY	Unit cost (Kshs)	Cost for 12 months (Kshs)	Cost for 24 months (Kshs)
1.	ALL OFFICES ( <i>as indicated under Part A of the Price Schedule</i> )	Monthly (12) times			
2.	MIN KITCHEN	Four (4) times (quarterly)			
3.	STUDENT'S HALLS OF RESIDENCE (ALL)	Four (4) times (quarterly)			
4.	HOTEL & CONFERENCE FACILITIES	Four (4) times (quarterly)			
5.	CLUB HOUSE	Four (4) times (quarterly)			
6.	ADMIN CONFERENCE HALL	Monthly (12) times			
7.	PROCUREMENT OFFICES & STAORES	Monthly (12) times			
8.	LIBRARY	Monthly (12) times			
<b>16% VAT</b>					
<b>TOTAL FOR PART E</b>					

**SUMMARY OF COSTINGS**

S/ NO	LOCATION	Monthly Cost (Kshs) VAT Incl	Cost for 12 months (Kshs) VAT Incl	Cost for 24 months (Kshs) VAT Incl
1.	PART A - Cleaning of Offices			
2.	PART B - Cleaning of Hostels			
3.	PART C - Tissue Papers			
4.	PART D - Air Fresheners			
5.	PART E - Fumigation & Pest Control			
	<b>GRAND TOTALS</b>			

**NOTES**

1. Please fill in the charges taking into account Schedule of Requirements in Section V and Section VI scope of works (Description of Services)
2. Tenderers are REQUIRED to VISIT THE SITE and verify sizes of the various areas to determine the scope of services. **THIS IS A MANDATORY REQUIREMENT**

Signature and Stamp of tenderer \_\_\_\_\_

**Note:**

In case of discrepancy between unit price and total, the unit price shall prevail.

### 7.3 TENDER-SECURING DECLARATION FORM (MANDATORY)

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

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

Tender No.....

To: Vice Chancellor  
Multimedia University of Kenya  
P.O Box 15653-00503  
NAIROBI

We, the undersigned, declare that:

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

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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

Signed: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: .....*[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**7.4 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.

	<b>Part 1 General</b>  1) Business Name..... 2) Location of Business Premises ..... Plot No,..... Street/Road..... 3) Postal Address..... .Tel No.....Fax Email..... 4) Nature of Business..... 5) Registration Certificate No..... 6) Maximum value of business which you can handle at any one time - Kshs..... 7) Name of your Bankers..... 8) Branch.....																				
	<b>Part 2 (a) - Sole Proprietor</b> 1) Your name in full.....Age..... 2) Nationality.....Country of Origin..... 3) Citizenship details.....																				
	<b>Part 2 (b) - Partnership</b>  Given details of partners as follows <table border="0"> <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. ....																					
	<b><u>Part 2 (c) - Registered Company</u></b>  1) Private or Public 2) State the nominal and issued capital of company 3) Nominal Kshs. 4) Issued Kshs. 5) Given details of all directors as follows <table border="0"> <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. ....																					
	<b>Date.....Signature of Candidate.....</b>																				

## 7.5 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 goods] and has accepted a  
tender by the tenderer for the supply of those goods in the sum of .....  
[Contract price in words and figures] (Hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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 \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 7.6 PERFORMANCE SECURITY FORM

To .....  
[Name of procuring entity]

WHEREAS ..... [Name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [Description of goods] (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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

## 7.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: MMU/ / / 2021-2022/2022-2023

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**7.8 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 of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- Etc.

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

- 1.
  - 2.
- Etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary

## 7.9 SELF DECLARATION FORMS

(r.47)

### 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 hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp