



COMMISSION ON REVENUE ALLOCATION

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NAIROBI
KENYA**

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TENDER FOR PROVISION OF CLEANING AND FUMIGATION SERVICES (Reserved for Youth, Women &PWD)

(TENDER NO. CRA/PROC/T05/2019-2020)

Issued on: 17th March 2020

Closing Date: 31st March 2020 at 12:00noon

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SECTION I – INVITATION TO TENDER

Date: 17th March 2020

Tender REF No. CRA/PROC/T05/2019-2020

Tender Name: Provision of Cleaning and fumigation Services (Reserved For AGPO (Youth, Women And Persons With Disabilities))

- 1.1 Commission on Revenue Allocation (CRA) invites sealed tenders from eligible candidates for provision of **Cleaning and Fumigation Services**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at our **Procurement Department**, Commission on Revenue Allocation, 14 Riverside Drive, Grosvenor Building 2nd floor, during normal office working hours as well as on our website www.crakenya.org.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1,000/=** in cash to Commission on Revenue Allocation Accounts **Office, 2nd Floor, Grosvenor Building**.
- 1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at Commission on Revenue Allocation , 14 Riverside Drive, Grosvenor Building 2nd floor, Nairobi or be addressed and posted to:

**The Commission Secretary/ CEO
Commission on Revenue Allocation
P O Box 1310 -00100
NAIROBI**

to be received on or before **Tuesday 31st March 2020 at 12:00noon**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the meeting room, 2nd floor, Grosvenor building.

**FOR COMMISSION SECRETARY/CEO
COMMISSION ON REVENUE ALLOCATION**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender declaration securing form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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 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.

N/A. To note: Please fill the tender securing declaration form

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 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 Tuesday 31st March 2020 at 12:00noon,”

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 the Procuring entity at the address specified under paragraph 2.15.2 no later than Tuesday 31st March 2020 at 12:00noon

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 31st March 2020 at 12:00noon** 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 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

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

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

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

Notes on the appendix to instruction to Tenderers

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																		
2.1	Particulars of eligible tenderers: The tender shall only be open to firms registered under the youth, women and persons with disability category.																																		
2.2	Cost of Tendering: The Tender will be charged at Kshs. 1,000.00 non-refundable																																		
2.10	Particulars of other currencies allowed. None																																		
2.11	<p>Particulars of eligibility and qualifications documents of evidence required</p> <p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied notwithstanding any other requirement in the Tender documents.</p> <p>a) Mandatory Requirements</p> <table border="1" data-bbox="535 1144 1458 2104"> <thead> <tr> <th data-bbox="542 1153 620 1251">No.</th> <th data-bbox="626 1153 1230 1251">Requirements</th> <th data-bbox="1237 1153 1451 1251">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="542 1259 620 1323">1.</td> <td data-bbox="626 1259 1230 1323">Must submit a copy of certificate of Registration/ Incorporation</td> <td data-bbox="1237 1259 1451 1323"></td> </tr> <tr> <td data-bbox="542 1332 620 1395">2.</td> <td data-bbox="626 1332 1230 1395">Must Submit a copy of Valid Tax compliance certificate</td> <td data-bbox="1237 1332 1451 1395"></td> </tr> <tr> <td data-bbox="542 1404 620 1468">3.</td> <td data-bbox="626 1404 1230 1468">Must submit a copy of valid single Business permit</td> <td data-bbox="1237 1404 1451 1468"></td> </tr> <tr> <td data-bbox="542 1476 620 1540">4.</td> <td data-bbox="626 1476 1230 1540">Must fill the Form of tender in the format provided.</td> <td data-bbox="1237 1476 1451 1540"></td> </tr> <tr> <td data-bbox="542 1549 620 1655">5.</td> <td data-bbox="626 1549 1230 1655">Must submit a dully filled up Confidential Business Questionnaire in the format provided</td> <td data-bbox="1237 1549 1451 1655"></td> </tr> <tr> <td data-bbox="542 1664 620 1727">6.</td> <td data-bbox="626 1664 1230 1727">Must provide evidence of workers' Insurance Policy</td> <td data-bbox="1237 1664 1451 1727"></td> </tr> <tr> <td data-bbox="542 1736 620 1842">7.</td> <td data-bbox="626 1736 1230 1842">Must submit a copy of NHIF compliance certificate or evidence of remittance of employees NHIF contributions</td> <td data-bbox="1237 1736 1451 1842"></td> </tr> <tr> <td data-bbox="542 1851 620 1915">8.</td> <td data-bbox="626 1851 1230 1915">Must submit copy of NSSF compliance certificate or Registration evidence</td> <td data-bbox="1237 1851 1451 1915"></td> </tr> <tr> <td data-bbox="542 1923 620 1987">9.</td> <td data-bbox="626 1923 1230 1987">Must submit duly filled and signed tender securing declaration form</td> <td data-bbox="1237 1923 1451 1987"></td> </tr> <tr> <td data-bbox="542 1996 620 2102">10.</td> <td data-bbox="626 1996 1230 2102">The tender document must be serialized or paginated not handwritten including all the attachments</td> <td data-bbox="1237 1996 1451 2102"></td> </tr> </tbody> </table>		No.	Requirements	Responsive or Not Responsive	1.	Must submit a copy of certificate of Registration/ Incorporation		2.	Must Submit a copy of Valid Tax compliance certificate		3.	Must submit a copy of valid single Business permit		4.	Must fill the Form of tender in the format provided.		5.	Must submit a dully filled up Confidential Business Questionnaire in the format provided		6.	Must provide evidence of workers' Insurance Policy		7.	Must submit a copy of NHIF compliance certificate or evidence of remittance of employees NHIF contributions		8.	Must submit copy of NSSF compliance certificate or Registration evidence		9.	Must submit duly filled and signed tender securing declaration form		10.	The tender document must be serialized or paginated not handwritten including all the attachments	
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	11.	Must attach YAGPO certificate	
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	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.																							
Instructions to tenderers	Particulars of appendix to instructions to tenderers to																							
	<p>b) Technical Scores</p> <p>Technical evaluation will be marked out of 100 and will determine the technical score</p> <table border="1"> <thead> <tr> <th>Evaluation Attribute</th> <th>Weighting Score</th> <th>Max. Score</th> </tr> </thead> <tbody> <tr> <td>Number of years in Cleaning business</td> <td> <ul style="list-style-type: none"> • 5 years and above – 10 marks • Others prorated at: $\frac{\text{Number of Years} \times 10}{5}$ </td> <td>10</td> </tr> <tr> <td>Provide a list of clients and references to which the company has done similar services in the last Five years</td> <td> <ul style="list-style-type: none"> • 5 clients and above with reference letters from the clients – 30 marks • Others prorated at: $\frac{\text{Number of clients} \times 30}{5}$ </td> <td>30</td> </tr> <tr> <td>Financial Strength Provide audited accounts for the last two years</td> <td> <ul style="list-style-type: none"> • Two years audited accounts – 20 marks • One year audited accounts – 10 </td> <td>20</td> </tr> <tr> <td>Cleaning Equipment and Accessories owned by the firm and to be directly assigned to Commission on Revenue Allocation during the contract period.</td> <td>Provide details / list of at least five (5) equipment and accessories and explain what they will be used for. (3 marks for each) To provide the Cleaning Materials and Equipment as per page 26 : (Number the clauses for easy reference)</td> <td>15</td> </tr> <tr> <td>Organization structure</td> <td>Give structure with details of responsibilities</td> <td>10</td> </tr> <tr> <td>Detergents / Chemicals to be used for cleaning</td> <td>Provide a List</td> <td>5</td> </tr> </tbody> </table>			Evaluation Attribute	Weighting Score	Max. Score	Number of years in Cleaning business	<ul style="list-style-type: none"> • 5 years and above – 10 marks • Others prorated at: $\frac{\text{Number of Years} \times 10}{5}$ 	10	Provide a list of clients and references to which the company has done similar services in the last Five years	<ul style="list-style-type: none"> • 5 clients and above with reference letters from the clients – 30 marks • Others prorated at: $\frac{\text{Number of clients} \times 30}{5}$ 	30	Financial Strength Provide audited accounts for the last two years	<ul style="list-style-type: none"> • Two years audited accounts – 20 marks • One year audited accounts – 10 	20	Cleaning Equipment and Accessories owned by the firm and to be directly assigned to Commission on Revenue Allocation during the contract period.	Provide details / list of at least five (5) equipment and accessories and explain what they will be used for. (3 marks for each) To provide the Cleaning Materials and Equipment as per page 26 : (Number the clauses for easy reference)	15	Organization structure	Give structure with details of responsibilities	10	Detergents / Chemicals to be used for cleaning	Provide a List	5
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	Work Program / Operation Plan / Schedule of Cleaning	Provide details	10
	<p>Only Bidders who score 70 % and above will be subjected to financial evaluation where the contract shall be awarded to the lowest evaluated bidder. 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	<p>Particulars of post – qualification if applicable: Commission on Revenue Allocation may inspect the premises and confirm details</p>		
2.16.3	<p>Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Department</p>		
Other's as necessary	<p>Complete as necessary</p>		

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 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.

3.6.3 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.

3.6.4 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.

3.7 Inspections and Tests

3.7.1 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.

3.7.2 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.

3.7.3 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.

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 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
3.6	Specify performance security if applicable: 10% of tender sum
3.8	Specify method and conditions of payments: Payments to be made on monthly basis after the services have been rendered.
3.9	Specify price adjustments allowed: None
23.14	Specify resolution of disputes: Disputes to be settled as per the arbitration laws of Kenya
3.17	Specify applicable law: Laws of Kenya
3.18	Indicate addresses of both parties Client: Commission on Revenue Allocation P. O Box 1310-00200 NAIROBI
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

SERVICES

Commission on Revenue Allocation intends to contract a professional cleaning firm to provide comprehensive cleaning services and fumigation as specified in the description of Services for a contract period of one year with a possibility of renewal for another one year subject to satisfactory performance.

SCHEDULE OF CLEANING

Tentatively, the service provider 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.

EQUIPMENT AND CLEANING MATERIAL

The service provider 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. Adequate precautionary signs which are neat and presentable shall be kept on wet floors while cleaning.

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

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

STAFF

The service provider will be expected to deploy a minimum of 5 Cleaning staff with not more than three (3) being of the same gender.

UNIFORM AND BADGES

The service provider will provide the Cleaning staff with protective wear and safety gadgets to enable them do their work and identification badges which they will be required to put on all the times when they are working for CRA.

UNIFORM

- a. Contractor shall provide and maintain a high standard of cleanliness to all Uniforms (including footwear), and provide name tag to be worn by Contractor personnel in performance of their respective duties under this Contract;
- b. Two (2) sets of uniform and two (2) pairs of safety shoes to be provided to each employee annually;
- c. Uniforms to be replaced at a minimum on an annual basis and earlier if deemed necessary by Commission Representatives;
- d. All uniforms shall be subject to regular inspection by the Commission Representatives. Contractor's personnel shall ensure that the uniform is clean and appearance is neat and tidy at all time while providing the services;
- e. All cost related to uniforms and safety shoes shall be borne by Contractor.

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. CRA will be at liberty to confirm compliance to this from whatever source.

GENERAL

Age of employees

Aged between 21 and 55 years

Training

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

Vetting

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

Adequate Personnel

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

DESCRIPTION OF SERVICES

Commission on Revenue Allocation occupies 2nd and 3rd floors of Grosvenor building, 14 Riverside Drive, Nairobi. The total area measures approximately 17,330 Sq. Ft plus the common areas for the two floors. The offices are mostly open space. The offices partitions are of glass with glazed aluminum casement and gypsum walling in some areas.

The two floors also each have:

i) Tiled Kitchen

ii) Washrooms with tiled floors as follows;

a) 2nd Floor:

- Gents: (Four) 4 Urinals, (Two) 2 toilets and (Two) 2 Sinks
- Ladies: Four (4) Toilets and Four 4 Sinks

b) 3rd Floor

- Gents: Four Urinals, Three (3) Toilets and Three (3) Sinks
- Ladies: Six (6) Toilets and Six (6) Sinks

DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

1) Areas with floor and tiles

- Daily sweeping and mopping using necessary detergent
- Machine scrubbing and polishing weekly

2) Washrooms -Tiled floor, urinals, & hand washing basins

a) Floors

- Daily cleaning of floors & machine scrubbing at least four times a day or “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.
- Polishing & stripping on weekly basis
- Ensure that floors are always dry
- Place a daily rota of activities that is reviewed on an hourly basis to ensure cleanliness of toilets

b) Sinks, toilet bowls, & seat bidets:

- Scrubbing with brush twice daily using necessary detergent and materials
- Disinfecting twice daily including all hand touch facilities
- Flush all soap dispensing units once weekly

- Cisterns to be cleaned once a month with due care
- Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly
- Any System failure causing leakage/spillage of water in any of the areas to be reported to the caretaker immediately

c) Toiletries

- Daily supply of hand washing antibacterial soap & urinal naphthalene coloured balls in the urinals as and when required.
- Supply of approximately Sixty (60) Rolls of Jumbo Toilet Roll 9” Diameter, per month to be distributed as directed.
- Supply of approximately 5 cartons (10 pkts x 250 pcs) of toilet seat cover liners per month to be distributed as directed.

Payment for tissue paper and toilet seat cover liners will be as per consumption.

3) Partition walls and ceilings

Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers

4) Windows, Window Latches and Grilles

- Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with management.

5) Kitchen

- Daily sweeping and mopping using necessary detergent and materials
- Scrubbing with suitable brushes
- Stripping & polishing weekly
- Collect and manage all refuse in the kitchenettes and twice daily empty bins and clean the kitchen in the Staff Lounge

6) Furniture –desks & tables

- Dusting and damp wiping daily
- Polishing of tables & desks once weekly
- Dusting and damp wiping telephones & computers daily
- Disinfecting telephone handset daily

7) Fumigation

Undertake fumigation at least once a month on:

- Second floor two wings (East and West)
- Third floor two wings (East and West)
- Tiled kitchen
- washrooms with tiled floors as follows;

2nd Floor:

- Gents: (Four) 4 Urinals, (Two) 2 toilets and (Two) 2 Sinks
- Ladies: Four (4) Toilets and Four 4 Sinks

3rd Floor

- Gents: Four Urinals, Three (3) Toilets and Three (3) Sinks
- Ladies: Six (6) Toilets and Six (6) Sinks

8) Sanitary Bins

- Provision of Eleven (11) Automatic Foot Peddled Sanitary bins to be disposed off twice a month.

9) Air fresheners

Provision of automatic Airfreshners and their dispensers and refilling them when necessary.

10) Emptying of waste paper baskets.

To be done on daily basis

11) Regular Monitoring & Evaluation

The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly before invoicing.

12) DURATION

The contract for cleaning services will be for a period of one (1) year with an option to renew for another year subject to satisfactory performance starting from or as may be mutually agreed between the Commission and the service provider.

13) SUB-CONTRACT

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

14) PROVISION AND STANDARD OF SERVICE

- (a) The Contractor shall provide services of acceptable standards set by the Commission in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Commission;
- (b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by the Authority;
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the contractor shall immediately and without any delay notify the Commission in writing

of the condition, its cause and duration and possible solution thereto and as soon as practicable the Commission shall evaluate the condition and may, at its sole discretion, waive the contractors obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

15) CLAIMS

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

16) INSURANCE

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

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

17) MONTHLY REPORT, MEETING, AND PERFORMANCE EVALUATION

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

- a. Executive summary describing actual areas cleaned vs required in the Contract;
- b. Status of cleaning equipment;
- c. Number of personnel, Absenteeism, replaced personnel, etc. to be provided on monthly;
basis.
- d. Areas of concern encountered during performance of the Services i.e. access to work site, technical issue, etc, this to be provided on monthly basis;
- e. Any incidence/accidents shall be reported in writing immediately to the concerned
Commission Representative;
- g. Other reports as requested by the Commission Representative.

18) COMPLAINTS

The Commission Representative shall receive all complaints and any received directly by the Contractor will be redirected to the Representative forthwith;

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

19) SITE VISIT

The contractor will be expected to visit the Commission premises before submitting the quotation. This is a mandatory requirement and bidders will be required to ensure a site attendance certificate is signed by an authorized client's representative. The Site Visit meeting shall be held on **27th March 2020 at 2:30pm**. Bidders shall meet at 2nd Floor, Grosvenor Building, 14 Riverside Drive and they will meet their own cost of transport to and from the venue.

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Business Questionnaire form
5. Tender Securing Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in*
words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices
attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the
services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to
_____ percent of the Contract Price for the due performance of the Contract, in the form
prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for
tender opening of the Instructions to tenderers, and it shall remain binding upon us and
may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written
acceptance thereof and your notification of award, shall constitute a binding Contract
between us.

Dated this _____ day of _____ *[signature]* *[In* 20
the capacity Duly authorized to sign tender for and on behalf of _____ *of]*

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____

Page _____ of _____

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

Item No.	Item Description	Monthly Charges (KSH)	Totals for 12 Months (KSH)

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

Note: The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract shall be completed after the award and shall incorporate the accepted contract price.

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 applies to your firm.

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p>																																																																						
	<p>Citizenship details</p> <p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Give details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</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.
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Date.....Signature of
Candidate.....

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

Part 1 General

Business Name

Location of Business Premises

Plot No,Street/Road

Postal addressTel No. Fax Email

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers

Branch

SECOND SCHEDULE TENDER – SECURING DECLARATION FORM

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

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

To: [insert complete name of Purchaser] We, the undersigned

declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase 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 ITT
3. We understand that this Bid 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 Tender
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid 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 Bid 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]



CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that,

.....
(Name of Bidder or his representative)

Of the firm of,

.....
(Name of the Firm Bidding)

In the company of,

.....
(Name of CRA representative conducting the visit)

Visited the site in connection with Bid for:

TENDER NAME: **PROVISION OF CLEANING AND FUMIGATION SERVICES**

TENDER REFERENCE NO. : CRA/PROC/T05/2019-2020

Having previously studied the tender documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works, cost thereof and I am fully aware that all work will be done while the areas remain in use.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

On behalf of Bidder

Signed.....

Date

On behalf of Commission on Revenue Allocation

Signed.....

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER