



**CENTRE FOR MATHEMATICS, SCIENCE AND TECHNOLOGY
EDUCATION IN AFRICA (CEMASTE A)**

TENDER DOCUMENT

FOR

**PROVISION OF COMPREHENSIVE CLEANING SERVICES, GARBAGE
COLLECTION AND SANITARY BIN SERVICES**

AGPO CATEGORY- WOMEN

TENDER NO. CEM/GC/019/2020

Karen-Bogani road Junction

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NAIROBI, KENYA.

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SECTION I – INVITATION TO TENDER

Date: 25/02/2020

Tender REF No. CEM/GC/019/2020

**Tender name : PROVISION OF COMPREHENSIVE CLEANING SERVICES,
GARBAGE COLLECTION AND SANITARY BIN SERVICES**

- 1.1 CEMASTEА invites sealed tenders from eligible candidates for the Provision of comprehensive cleaning and Garbage collection services around the entire compound and areas immediately outside CEMASTEА compound, and Kenya Science Offices.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at from CEMASTEА Supply-Chain office, located of the junction of Karen-Bogani road, next to Blixen Museum during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates (Women) **free of charge from the CEMASTEА website: www.cemastea.ac.ke** or for a fee of Kshs. 1000 from the CEMASTEА office.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) 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 the Administration office at the Centre for Mathematics, Science and Technology Education in Africa or be addressed and posted to **‘The Centre for Mathematics, Science and Technology Education in Africa, P.O. Box 24214-00502** so as to be received on or before **10th March,2020 at 11.00 am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at CEMASTEА.

**THE DIRECTOR
CEMASTEА
P.O Box 24214-00502
Karen, NAIROBI**

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 This tender document is reserved for the firms owned by Women as described in the relevant laws of Kenya.

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) Performance security form

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

2.4 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, 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
- (c) tenderer is eligible to tender and is qualified to perform the contract if its
tender is accepted;
- (d) 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 and shall be within the existing market rates.

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 in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security 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 the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as 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 un-amended 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 Tuesday 10th March 2020, AT 11.00AM.

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 10th March, 2020**

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, **at 11.00 a.m. on Tuesday 10th March 2020** 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.

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. Tenderers who offer 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. 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

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

Tender Data Sheet Clause Number	INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
1	2.1.1	This invitation for tenders is open to Women, be they sole proprietors, partnerships, Companies or any other.	
	2.2.2	The tender documents shall be downloaded free of charge from the website	
	2.3.1	The tender document shall be read in conjunction with any addenda.	
	2.4.1	A prospective tenderer requiring any clarification of the tender document may notify CEMASTEА in writing or by post at the entity's address: Director, CEMASTEА Karen-Bogani road Junction P.O. Box 24214-00502 TEL: +254 020 2044406 NAIROBI, KENYA. Email: director@cemastea.ac.ke	
	2.6.3	The price quoted shall be in Kenya Shillings.	
	2.8	Tenders shall remain valid for 120 days.	
	2.11	Tenders must be received by CEMASTEА at the following address and be deposited in the Tender Box located at CEMASTEА Deputy-Director' office during normal working hours: Director, CEMASTEА Karen-Bogani road Junction P.O. Box 24214-00502 TEL: +254 020 2044406 NAIROBI, KENYA , so as to be received on or before Tuesday 10th March 2020 at 11.00 am.	

2	2.15.1	<p>2.16 Evaluation and Comparison of tenders</p> <p>2.16.1 The procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether the required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive will be rejected by the procuring entity. Other evaluation parameters are as specified in the TDS.</p> <p>2.16.2 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive</p> <p>2.16.3 The tender evaluation committee shall evaluate the tender within 15 days (but where the time is extended, within 30 days following the date of such an extension) of the validity period from the date of opening the tenders.</p>	
		<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents: -</p>	
		<p>a) Mandatory Requirements</p> <p>No. Requirements</p>	<p>Responsive/or Not-Responsive</p>
	MR1	Must submit a certified copy of certification of Registration (in accordance with the provisions of the registration of Business Names Act).	
	MR2	Must submit a certified copy of valid Access to Government Procurement opportunities (AGPO-Women) Certificate registration for women Registration (Under the Public Procurement & Disposal Act (Preference and Reservations)	
	MR3	Must submit a Certified copy of the current Business permit from the relevant Government Authority.	
	MR4	A copy of certified current Tax Compliance Certificate	
	MR5	Must provide evidence of Workers' Injury Benefit (WIBA) Insurance Policy.	
	MR6	Must provide proof of funds in (Organization's) bank account showing	

		availability of funds for purposes of undertaking the works. Provide bank statements for the last 1 year certified by the respective bank.	
	MR7	Must fill the price schedule in the format provided.	
	MR8	Must fill, sign and stamp the form of tender in the format provided.	
	MR9	Must submit a copy of fully signed, stamped and filled Confidential Business questionnaire form.	
	MR10	Must submit Certified copy of NSSF Compliance Certificate or Evidence of Registration.	
	MR11	Submit Certified NEMA Certificate for handling Waste	
	MR12	Must submit Certified Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions.	
	MR13	Submit a certified copy of License for waste disposal from County Government of Nairobi	

NB: CERTIFICATION SHALL BE BY COMMISSIONER OF OATHS

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.

Technical Scores

No	Evaluation Attribute	Weighting Score	Max Score
T.S.1	Number of years in cleaning business	Above 2 years	10
T.S.2	Provide a list of clients and references to which the company has done similar services in the last 2 years	5 clients with reference letters	20
T.S.3	Financial strength, Provide proof	Provide bank statements for 2 year(2018 and 2019)	10
T.S.4	Provide details of any relevant certifications and or trainings. Such certifications / trainings may be for your company or for your individual staff relevant to providing cleaning services	Details of at least 3 certifications and/ or trainings with proof-	10

T.S.5	Cleaning equipment owned by the firm/leased by the firm and to be directly assigned to CEMASTEAM DURING THE CONTRACT period	Attach evidence of ownership or lease	10
T.S.7	Physical facilities – Provide details of physical address and contacts- attach evidence	Details of physical address and contacts with copy of title, lease document or latest utility bill	10
T.S.8	Number of cleaning staff to be deployed to CEMASTEAM and Kenya Science directly.	Attach evidence of staff to be deployed to CEMASTEAM directly and Kenya Science offices	15
T.S.9	Organization structure	Give structure with details of responsibilities	5
T.S.10	Detergents/ chemicals to be used for cleaning	Provide list	10
T.S.11	Provide plan/schedule of cleaning	Provide details Plan/Schedule of cleaning	10

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

Financial Score (FS)

The formulae for determining the Financial Score (FS) shall be as follows: -

FS = 100 X FM/F; Where FS is the Financial Score; FM is the lowest priced bidder and F is the price of the bidder under consideration.

Combined Technical and Financial Scores (S)

Bidders will be ranked according to their combined technical (TS) and Financial (FS) Scores using the weights (T=the weight given to the Technical Proposal: P= the weight given to the Financial

Proposal; T + p=1) Indicated below. The combined Technical and Financial Score, S shall be calculated as follows:-

$$S = TS \times T\% + FS \times P\%$$

Weighting

T = 0.70

P = 0.30

AWARD CRITERIA: The evaluation committee will conduct a financial price comparison.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
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- 3.10 Assignment
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- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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

3.13 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 AND DESCRIPTION OF SERVICES

- 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: The firm shall furnish CEMASTEIA with a total sum of 5% of contract sum.
3.7	Specify method of payments: Payments to be made on monthly basis after the services have been rendered.(Credit period of at least 30 days)
3.8	Specify price adjustments allowed; Not more than 10% of the total contract sum after 12 months
3.14	Specify resolutions of disputes. Disputes shall be settled as per the laws of Kenya.
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Centre For Mathematics, Science and Technology Education in Africa P.O. Box 24214-00502 Karen, Nairobi
Others as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

CEMASTE CLEANING SERVICE STANDARDS

GENERAL RULES AND REGULATIONS

- ALL HOUSEKEEPING STAFF SHOULD BE HOLDERS OF A CERTIFICATE IN THE DISCIPLINE, BE IN FULL UNIFORM (WELL DRESSED CLEAN, CLOSED BLACK SHOES, NO JEWELLERY EXCEPT WEDDING RINGS, LITTLE OR NO MAKE UP, NEAT HAIR AND NAME TAGS AT ALL TIMES).
- THE STAFF SHALL OBSERVE PUNCTUALITY WITH REGARD TO ARRIVAL AT WORK AND WHILE UNDERTAKING THEIR DUTY.
- ANY STAFF HANDLING KEYS TO SIGN FOR THEM AT THE BEGINNING OF DUTY AND KEEP THEM UNTIL WHEN THEY HAND THEM IN AT THE END OF THE DAY.
- THE STAFF SHALL OBSERVE HYGIENE PRACTICES DURING WORK.
- THE STAFF SHALL OBSERVE SAFETY MEASURES DURING WORK.
- STAFF SHALL FOLLOW THE PROCEDURES FOR WORK IN THE VARIOUS ALLOCATIONS AS PUT ON THE NOTICE BOARD

LOCATION	SERVICE STANDARDS	FREQUENCY
ASSIGNED OLD OFFICES: - Administration Block and Department offices including Garage areas/and offices	<ul style="list-style-type: none"> i. Uniform and name tags to be worn at all times ii. All floors will be cleaned (using an appropriate detergent as described) and buffed to give a shiny look iii. All walls, windows / glass works will be cleaned and remain clear. No smudges iv. All wall hangings and wall clocks will be free of dust (through careful wiping and cleaning). v. All carpets will be shampooed vi. Pest control within the areas/rooms cleaned will be done (using an appropriate disinfectant) vii. All dustbins will be placed straight and have paper liners of clear color. viii. Cobwebs be removed ix. The provided dustbins will be emptied as soon as they get filled up. x. All lights must be in working order. Any defects should be reported immediately. xi. All open areas will be swept clean. 	<ul style="list-style-type: none"> Daily Daily Daily Daily Monthly (every last Friday of the Month) Quarterly (every last Friday of the Quarter) Quarterly (every last Friday of the Quarter) At all times Daily Daily Daily Daily
CLASSROOMS AND COMPUTER LAB	<ul style="list-style-type: none"> i. Uniforms and name tags to be worn at all times ii. All floors will be cleaned and buffed to give a shiny look. iii. All walls, windows / glass works will be cleaned and remain clear. No smudges 	<ul style="list-style-type: none"> At all times Daily Daily

	<p>iv. All wall hangings and wall clocks will be free of dust by way of dusting.</p> <p>v. Pest control will be done</p> <p>vi. All dustbins will be placed Straight and have paper liners of clear color.</p> <p>vii. Cob webs to be removed</p> <p>viii. Dustbins will be emptied as soon as they get filled up.</p> <p>ix. Curtains and sheers will be dry cleaned.</p> <p>x. All open areas will be swept clean.</p>	<p>Daily</p> <p>Quarterly (every last Friday of the quarter)</p> <p>At all times</p> <p>Daily</p> <p>Daily</p> <p>Every last Friday of the quarter and month respectively.</p> <p>Daily</p>
CONFERENCE ROOMS, T.V. / COMMON ROOMS	<p>i. All furniture and furnishing will be spotless and well arranged.</p> <p>ii. All carpeted floor will be hovered and any spots removed.</p> <p>iii. All carpets will shampooed</p> <p>iv. Pest control shall be done (spraying)</p> <p>v. Curtains will be dry cleaned.</p>	<p>Daily</p> <p>Daily</p> <p>Every last Friday of the month</p> <p>Last Friday of the quarter</p> <p>Last Friday of the quarter</p>
BED ROOMS	<p>i. Uniform and name tags to be worn at all times.</p> <p>ii. All walls, windows / glass works will be cleaned and remain clear. No smudges.</p> <p>iii. All wall hangings will be free from dust.</p> <p>iv. Pest control will be done.</p> <p>v. All dustbins will be placed</p>	<p>At all times</p> <p>Daily</p> <p>Daily</p> <p>Quarterly (every last Friday of the quarter)</p>

	<p>straight and will have paper liners of clear color.</p> <p>vi. Dustbins will be emptied as soon as they get filled up.</p> <p>vii. Corridor shall be kept clean and clear from any obstructions.</p> <p>viii. All lights must be in working order. Any defects should be reported immediately</p> <p>ix. Cobwebs to be removed</p> <p>x. All furniture and furnishings will be spotless and well arranged.</p> <p>xi. The bed shall be neat and made in the proper way.</p> <p>xii. Reporting of repairs to be done on sinks, fittings, toilets and furniture.</p>	<p>At all times</p> <p>Daily</p> <p>At all times</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>At all times</p> <p>Daily</p>
TOILETS	<p>i. All toilets will be manned at all times, gents cleaned by male cleaners and ladies by a lady cleaner</p> <p>ii. All toilets must have enough toilet paper at all times (White in color).</p> <p>iii. All soap dispensers will have liquid soap acceptable to CEMASTEAM management. All changes must be approved by the Head Housekeeper/ Cateress.</p> <p>iv. All lights must be in working order. Any defects should be reported immediately.</p> <p>v. All toilet seats will be placed down and the toilet cover up.</p> <p>vi. All pedal bins shall be placed directly underneath the hand paper dispenser or hand dryer.</p> <p>vii. All bins will be emptied as soon as full and straight.</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p>

	<p>viii. All walls must remain shinny, no stains or smudges seen</p> <p>ix. All urinals will have toilet balls, enough, not scanty.</p> <p>x. Sanitary bins will be placed on the right side of the toilet with the pedal step facing the door.</p> <p>xi. All the toilets will be cleaned as soon as used.</p> <p>xii. Ensure that all toilets are free from any foul or unpleasant odours by placing a suitable Air-freshener in each toilet.</p> <p>xiii. Tissue papers (of a sound quality) to be placed in each and every toilet)</p> <p>xiv. Deep cleaning will be done (scrubbing) the floors, surrounding areas and walls</p> <p>xv. Cobwebs to be removed.</p> <p>xvi. Security and safety must be observed by all staff members.</p> <p>vii. Remove rubbish, dirt stains or spills or foreign objects and generally, ensure that these areas are free of any blemish.</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Every last Friday of the Month</p> <p>Daily</p> <p>At all times</p> <p>Daily</p>
BATHROOMS AND SHOWERS	<p>i. Uniforms and name tags to be worn at all times</p> <p>ii. All lights must be in working order. Any defects should be reported immediately.</p> <p>iii. Cobwebs to be removed</p> <p>iv. All walls, tiles, windows / glass works will be cleaned and remain clear. No smudges.</p> <p>v. Dustbins will be emptied as soon as they get filled up.</p> <p>vi. All dustbins will be placed</p>	<p>At all times</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>At all times</p>

	<p>straight and will have paper liners of clear colour.</p> <p>vii. Deep cleaning will be done (scrubbing) the floors, ground areas and walls</p>	<p>Every last Friday of the month</p>
STORES AND MAINTENANCE YARD	<p>i. Remove all the rubbish from the area and ensure that the area is clean.</p> <p>ii. Clean Stores office and maintain the same standards like administration block</p> <p>iii. Pest control</p> <p>iv. Toilets to be serviced same as the general toilets</p>	<p>Daily</p> <p>Daily</p> <p>Last Friday of the quarter</p> <p>Daily</p>
SECURITY OFFICE	<p>i. Remove all the rubbish from the area and ensure that the area is clean.</p> <p>ii. Clean the office and maintain the same standards in the area surrounding the office.</p> <p>iii. Pest control</p> <p>iv. Toilets to be serviced same as the general toilets</p>	<p>Daily</p> <p>Daily</p> <p>Last Friday of the quarter</p> <p>Daily</p>
COMPOUND (INCLUDING STAFF RESIDENTIAL COMPOUND AREAS)	<p>i. Sweeping of the road</p> <p>ii. Pruning of the flowers, clearing weeds and gardening around flower beds and watering the flowers.</p> <p>iii. Sweeping of the compound</p> <p>iv. Cutting of the grass and watering.</p> <p>v. Trimming of the fence</p> <p>vi. Ensuring the compound is clean and up to standards of Health and safety.</p> <p>vii. Pruning of trees</p>	<p>Daily</p> <p>Daily (or as may be required)</p> <p>Daily</p> <p>Daily/or as may be required.</p> <p>Daily</p> <p>At all times</p> <p>As may be required</p>
AREA OUTSIDE CEMASTEIA PERIMETER WALL	<p>i. Weeding all around the planted ka apple just outside CEMASTEIA perimeter-wall and watering it.</p> <p>ii. Cutting grass and weeding it.</p>	<p>Continuous</p> <p>As regularly as possible all the compound.</p>

	iii. Watering flower beds, pruning and weeding	As regularly as possible all the compound.
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SECTION VI – DESCRIPTION OF SERVICES

The Centre for Mathematics, Science and Technology Education in Africa (CEMASTEA) headquarters in Karen at the junction of Karen-Bogani road occupies an area of approximately 14 Hectares with the buildings and hostels occupying approximately one third (1/3) of this area. The offices at the newly constructed one storey building are mostly open with an exception of the offices for the Director, Deputy Director, and at least seven others. The Director's office is red-carpeted.

Offices on the ground floor are a mixture of Granito tiles and whitish/Grey terrazzo on the stairs and outside corridors, while the upper floor is mostly made up of Granito tiles. Both the ground and upper floors have washrooms both gents and ladies.

The multipurpose hall has a floor wooden parquet floor and wooden false walling. Washrooms are located at suitable positions for both gents and ladies.

Hostels have partitioned rooms whose floors are made of PVC **tiles**, four washrooms and three urinals whose floors and sides are made of ceramic tiles.

FURTHER DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

1. Carpeted Areas

- ∑ Vacuum cleaning of all carpeted floors twice weekly.
- ∑ Cleaning of offices and daily cleaning of corridors, waiting rooms, reception and conference room daily. Shampooing once every month or as need arises.
- ∑ Removal of stains when necessary.

2. Areas with wooden floors and tiles

- ∑ Daily sweeping and mopping using appropriate detergent;
- ∑ Machine scrubbing and polishing weekly.

3. Washrooms

∑ Tiled floors, Urinals, and hand washing basins

a) Floors

∑ Daily cleaning of floors and machine scrubbing at least four (4) times a day or “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.

Polishing and stripping on weekly basis;

∑ Ensure that floors are always dry.

b) Sinks, toilet bowls, and 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 leakages/spillage of water in any of the areas to be reported to the Estate officer immediately.

c) Toiletries

∑ Daily supply of hand washing soap and urinal naphthalene colored balls in the urinals as and when required.

Supply of Jumbo white two ply Size ... 250*92mm length 300m

Toilet tissue paper approximately 21 rolls **per week** to be distributed as directed.

Monthly supply will therefore be approximately **84 rolls** (white two ply Size ... 250*92mm length 300m

∑ Toilet tissue paper).

NB: Payment for tissue papers will however be subject to consumption.

4) Reception Areas

∑ Daily sweeping and mopping as and when required using appropriate detergent and materials;

∑ Machine scrubbing and polishing weekly.

5) Walls and ceilings

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

6) 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 the management.

7) Furniture- Desks and tables

∑ Dusting and damp wiping daily;

∑ Polishing of tables and desks once weekly;

∑ Dusting and damp wiping telephones, T. Vs and computer daily;

∑ Disinfecting telephone handset daily.

8) Air fresheners

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

9) Emptying waste paper baskets

To be done daily

10) NI3C (SMASE) Offices located at Kenya Science

- ∑ Sweeping and mopping as and when required using necessary detergent and materials;
- ∑ Machine scrubbing and polishing;
- ∑ Provision of an automatic foot peddled sanitary bin to be disposed off twice a month.
- ∑ Provision of air fresheners and refilling them when necessary.
- ∑ Provision of naphthalene balls in urinals as and when required.

11) HOUSE 47.

- ∑ Sweeping and mopping as and when required using necessary detergent and materials;
- ∑ Machine scrubbing and polishing;
- ∑ Provision of an automatic foot peddled sanitary bin to be disposed off twice a month.
- ∑ Provision of air fresheners and refilling them when necessary.
- ∑ Provision of naphthalene balls in urinals as and when required
- ∑ Vacuum cleaning carpeted areas

13)WARE HOUSE.

- ∑ Sweeping and mopping as and when required using necessary detergent and materials;
- ∑ Machine scrubbing and polishing;
- ∑ Provision of an automatic foot peddled sanitary bin to be disposed off twice a month.
- ∑ Provision of air fresheners and refilling them when necessary.
- ∑ Provision of naphthalene balls in urinals as and when required

14)Regular Monitoring and Evaluation

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

SECTION VII - 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 authorized representatives of the tenderer.
2. **Price schedule Form** – The price schedule form must similarly be completed and submitted with the tender.
3. **Contract form-** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Questionnaire form-** This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument:** When required by tender document the tenderer shall provide the tender security in the form included hereinafter.
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. **List of clients:** The form is to be filled in the format provided.

4.1 FORM OF TENDER

Date _____

Tender No. **CEM/GC/019/2020**

To: **The Director**

Centre for Mathematics, Science and Technology Education in Africa (CEMASTE A)

P.O. Box 24214-00502

NAIROBI.

Sir/Madam:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[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 2 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the tender documents.

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

2. PRICE SCHEDULE OF SERVICES

**A) Please fill in the charges taking into account the scope of works in section VI
 (Description and service) For CEMASTEVA HEADQUARTERS AT**

S. NO	ITEM DESCRIPTION	UNIT	QUANTITY	RATE PER MONTH	AMOUNT
1	Terrazzo Floors	SM	1335		
2	Floor Tiles (Heavy Duty Granito)	SM	2275		
3	Floor Tiles (PVC Tiles)	SM	1161		
4	Wall tiles (Ceramic)	SM	1591		
5	Glazing (5mm thick pane glass)	SM	850		
6	Flooring (Cemented toweled smooth)	SM	270		
7	Flooring (Carpeted Area)	SM	110		
8	Flooring (Herring borne Pattern T &G timber) Multipurpose hall	SM	356		
9	Walling (Timber paneling) Multipurpose hall	SM	128		
10	Provide a sum for cleaning tarmac road, Gabbro and paving ways (Multipurpose Hall	ITEM			
11	Lawn mowing and maintenance of adjacent gardens and flower beds	Acre	4.2		
12	Sanitary bins service	No	24		
13	Garbage collection Twice per week – Tuesday and Fridays	ITEM			
Subtotal					
16%					
Gross Total per month					

GROSS

NB: Tenderers are advised to visit the site and verify the sizes of the various areas to determine the actual scope of the services. The general floor plan is part of the attachment.

UNIT COST OF TOILET PAPER

ITEM DESCRIPTION	QUANTITY	UNIT COST (KSHS.)	TOTAL COST
Toilet paper white (Jumbo white two ply Size ... 250*92mm length 300m	Per Bale(6 pieces)		

B) Please fill in the charges taking into account the scope of works in section VI (Description and service) For NIC3 (SMASE) OFFICES and HOUSE 47 at Kenya Science

S. No.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE PER MONTH	AMOUNT
1.	Floor Tiles(Heavy Duty Granito)	SM	566		
2.	Floor, Wooden parquets	SM	156		
3.	Wall tiles (Ceramic)	SM	183		
4.	Glazing (5mm thick pane glass)	SM	243		
5.	Provide a sum for cleaning tarmac road and paving	ITEM			
6.	Lawn mowing and maintenance of adjacent gardens and flower –beds (including pruning)	SM	2104		
7	Sanitary bins service	No	1		
Sub-total					
16% VAT					
GROSS AMOUNT (Monthly)					

Signature of tenderer _____

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

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

3. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

4.4 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.

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.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality.....Country of Origin.....

Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public
State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.
5.
6.

Date..... Signature of Candidate.....

4.5 TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”)

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

Of.....having registered office at

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

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

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

6. PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20____to

supply.....

[Description services] (Hereinafter called “the contract”)

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

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

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

[amount of the guarantee in words and figures],

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7. List of clients

Indicate the details of companies in the private /public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least Kshs. 500,000/- per month.

No	Contact Information	Details
1	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	E-mail address	
	Contract amount (Kshs. per month)	
2.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	E-mail address	
	Contract amount (Kshs. per month)	
3.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	E-mail address	
	Contract amount (Kshs. per month)	

ENSURE THAT YOU HAVE PROVIDED REFERENCE LETTERS FOR ALL THE ABOVE ORGANIZATIONS

8. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender]

Gentlemen and/or Ladies:

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

.....

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

The contract in an amount
Of
[amount of guarantee in figures and words].
We, the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

9. 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 OFFICE

APPENDIX I - GENERAL FLOOR LAYOUT

Tenderers should visit the site to confirm details