



East African Portland
Cement Co. Ltd

Holding Life Together

TENDER DOCUMENT

FOR

**OUTSOURCING OF CLEANING SERVICES
(RESERVED FOR YOUTH WOMEN &
PERSONS WITH DISABILITY)**

TENDER NO. EAPCC/OT/164/2018

CLOSING DATE: 21ST SEPTEMBER 2018

CLOSING TIME:12:00PM

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SECTION I – INVITATION TO BID

Provision for Outsourcing of cleaning services

- 1.1 The East African Portland Cement Company Ltd, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for **Provision of outsourcing of cleaning services**. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.
- 1.2 The candidates may obtain further information from the company website and at the Procurement Office, East African Portland Cement Company Ltd, off Namanga Road Athi River, during normal working (8.30-17.00 hours local time on Mondays to Friday except during lunch hour time from 13.00 to 14.00 hours and public holiday.
- 1.3 A complete set of bid documents can be downloaded from the company website (www.eastafricanportland.com) and IFMIS portal (<https://supplier.treasury.go.ke>) free of charge. Candidates who do not wish to download can obtain a hard copy by paying a non-refundable fee of Kenya Shillings 1,000.00 (One thousand Kenya Shillings only) in cash or bankers cheque payable to East African Portland Cement Ltd.
- 1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Bid Box located at the Customer Care office next the main entrance, East African Portland Cement Company Ltd, Off Namanga Road, Athi River, PO Box 20-00204, Athi River, Kenya; **Tel:+254-709 855 000** so as to be received **on or before 12.00 noon Friday 21st, September 2018**.
- 1.5 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for the entire contract period.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd Boardroom.
- 1.7 Tender security- Bidders are required to sign and submit the **tender securing declaration form attached** (*refer to page 33*).
- 1.8 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids and is bound to give reasons for doing so.
- 1.9 Site visit will be allowed from 6th September 2018 to tender closing date and time from 10.00am to 12.00noon. **Contact person is Mr. G.G Wachira.**

For: Managing Director

The East African Portland Cement Company Ltd

Off Namanga Road,

P O Box 20-00204

Athi River, Kenya.

Tel. 0709 855000,

E-mail: customercare@eapcc.co.ke

Website: www.eastafricanportland.com

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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderer 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. Tenderer 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.1,000/= but can be downloaded from the company website (www.eastafricanportland.com) and IFMIS portal (<https://supplier.treasury.go.ke>) free of charge.
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Performance security form
 - xi) Certificate of Tenderer Site visit 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 not 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 -(bidders are required to sign and submit a tender securing declaration form.)
- (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 quantity variation of goods and services shall not exceed fifteen per cent of the original contract quantity , the cumulative value of all contract variation do not result in an increment of the total contract price by more than twenty five percent of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a signed tender security declaration form
- 2.12.2 The Bid security ; bidders are required to sign and submit tender securing declaration form.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of bank guarantee.

- 2.12.5 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
- 2.12.6 Unsuccessful tenderers 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.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26.
- or**
- (ii) To furnish performance security in accordance with paragraph 2.27.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by 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- The Tenderer's shall submit proposals of both Technical and – Commercial envelope (combined).

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 (**EAPCC/OT/164/2018**) and name in the invitation to tender (**OUTSOURCING OF CLEANING SERVICES**) and the words: "**DO NOT OPEN BEFORE 21ST SEPTEMBER 2018 AT 12.00 P.M.**"

2.15.2 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".

2.15.3 Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and such other details as the Procuring entity, at its discretion, may consider appropriate, **will be announced at the opening.**

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified in the appendix to instructions to tenderers no later than **21ST SEPTEMBER at 12.00 P.M.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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, post marked 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 2.12.8.

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 **12.00 p.m. on Friday 21st September, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 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 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 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.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (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

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: Firms Offering Cleaning Services Registered in Kenya (Reserved for Youth, Women & Persons living with Disability)
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase the tender document directly and free for those who download the document.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements below
2.12.1	Bidders are required to sign and submit a tender security declaration form - attached
2.13	Validity of Tenders 90 days after date of Tender Opening.
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the Tender box located at Customer Care Office- East African Portland Cement - Athi river along Namanga Road.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit. <i>(signing of register to confirm delivery will be required)</i>
	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p>a) <u>Mandatory Requirements (MR)</u></p> <p>The following requirements must be met by the tenderer</p> <p>MR 1: Must submit copy of certificate of registration/incorporation .</p> <p>MR 2: Must submit a copy of valid tax compliance certificate from KRA.</p> <p>MR3. Must fill the price schedule in the format provided</p> <p>MR4. Must fill the tender securing declaration form in the format provided (refer page 33)</p> <p>MR5. Must fill the form of tender in the format provided/ must provide evidence of workers injury benefit (WIBA) insurance policy Must submit a duly filled</p> <p>MR6. Must submit a copy of valid certificate from National treasury for the purpose of benefiting from preference and reservation schemes for enterprise owned by youth , women and Persons living with disability.</p> <p>MR7. Provide evidence of site visit - attach site visit form (as signed by EAPCC representative)</p>

INSTRUCTIONS TO TENDER'S.

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.

b) Technical Scores (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

	Evaluation Attribute	Weighting score	Max score 10
T.S 1	Provide details of any relevant certifications and /or trainings. Such certifications /trainings may be for your company or for your individual staff as relevant to providing cleaning services (attach evidence)	Details of at least 3 certifications-and/or trainings with proof – 10 marks Others prorated at ; Number of certifications and/or <u>trainings</u> $\frac{x10}{3}$	10
T.S 2	Certificates of good conduct	Provide copies of certificates of good conduct from the Kenya Police, Criminal Investigations department for all employees (24) (1 marks for each)	24
T.S 3	Cleaning equipment and accessories owned by the firm and to be directly assigned to EAPCC during contract period.	5 equipment and accessories and explain what they will be used for (1 Mark for each)	5
T.S 4	Physical facilities , provide details of physical address and contact	Details of physical address and contacts with copy of either title lease document or latest utility	5
T.S 5	No. of cleaning staff to be deployed directly to EAPCC	Minimum 24 (1 marks for each) (2 supervisors , 16 general cleaner, 6 sanitary cleaner)	24
T.S 6	Organization structure	Give structure with details of responsibilities & job description for supervisor and cleaners	10
T.S 7	Detergents/chemicals to be used for cleaning	Provide list	5
T.S 8	Provide a)Work program/operational plan/schedule of cleaning service b) Standard operating procedures c) Safety management plan- d) submit a sample checklist for cleaning services for the different cleaning sites	Provide details- To be evaluated on the quality through demonstration of a measurable items that will help in simplifying the management and supervision of the cleaning services.	12
T.S 9	State the maximum period of compensation to your client for incidence of loss where you are blamed from the time it is determined .	(our requirement is a maximum of 30 days)	5
	TOTAL		100

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.

c) Financial Score (FS)

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

$FS = 100 \times \frac{Fm}{F}$ where *FS* is the financial score; *Fm* is the lowest priced bidder and *F* is the price of the bidder under consideration.

S/No	CRITERIA	SCORE
1	Price	15
2	Payment terms indicated	5
3	Delivery period - (<i>bidders to confirm their readiness to start the job after award- the number of days- EAPCC prefers 1 week after signing of contract</i>)	5
4	Validity of Price – state willingness to hold for the entire contract period.	5
	Total	30

2.24 Particulars of post – qualification if applicable. **EAPCC May inspect the premises and confirm details.**

2.24.4 **Award Criteria:**
Award shall be to the lowest evaluated bidder who has submitted the tender document in line with the tender requirements- (responsive bids - those who score 70 % and above in Technical evaluation.

2.27 Particulars of performance security if applicable. **5% of contract sum**

Note.

Negotiations may be held with the tenderer with the lowest bid who passed the technical evaluation stage and upon successful negotiations will be awarded the contract. if negotiations fail, the bidder with the second lowest bid will be invited by EAPCC for negotiations, and upon successful negotiations, be awarded the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)

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 requirements stated in the Schedule of requirements

3.4 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 .

3.5 Performance Security

- 3.5.1 The specific performance contract shall be submitted together with the tender document, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of bank guarantee.

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

3.6 Inspections and Tests

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

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

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

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 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.

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 5% of Contract Sum
3.7	Specify method Payments. Payment shall be made within 30 days of submission of invoice.
3.8	Specify price adjustments allowed. None
3.16	Specify applicable law. Laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

A) SERVICES

EAPCC intends to contract a professional cleaning firm to provide cleaning services as specified in the Description of Services for a contract period of two years

B) SCHEDULE OF CLEANING

Tentatively, the Contractor will be expected to engage in cleaning services from 6.30 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 12:00 p.m.

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

C) EQUIPMENT AND CLEANING MATERIAL

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

D) STAFF

The Contractor will be expected to deploy a minimum of **16 general cleaners, 6 sanitary cleaners, and 2 supervisors.**

E) UNIFORM AND BADGES

The Contractor will provide the Cleaning staff with uniform and identification badges which they will be required to put on all the times when they are working for East African Portland Cement Co. Ltd.

F) TERMS AND CONDITIONS OF EMPLOYMENT

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

G) GENERAL

Age of employees

All employees **Must** meet the requirements as set out in Labour laws in particular Employment Act , 2007.

Vetting

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

Adequate Personnel

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

H) PERFORMANCE

The contractor must perform the required services to standard acceptable to EAPCC. Key Performance Indicators (KPIs) will be established to measure the ongoing performance of the contractor.

The Company may apply the following KPIs

- i. Standard of cleanliness
- ii. Cleaning complaints
- iii. Customer service
- iv. Safety requirements
- v. Stability of supervisor and staff
- vi. Presentation & uniforms
- vii. Cleaning staff attendance

- The contractor in consultation with the EAPCC representative may propose KPI's which may be used to measure the ongoing performance of the contract.
- The contract will be required to attend a particular site/location with the EAPCC representative to undertake the KPI
- The Company shall carry out routine and random inspection of the contract areas as specified in the scope of works and bills of quantities. The results of the daily/ random inspections shall be factored in factored in during weekly/monthly evaluations.
- The tenderer/contractor shall permit free and unfettered access to and provide such assistance as the Company may require to the company's representatives or other persons authorized or engaged by the company, for purposes of determining the standards or services or compliance with this contract, to inspect, audit or conduct a survey of the contract areas, equipment, materials, records, work methods or any other aspect related to the services.
- Where the indicates that the contractor has not performed the services to the specified standards, the Company shall deduct from the contract price, the cost of materials and labor and of the service for which the Contractor is in default and the Company has had to rectify.
- The company shall evaluate the performance of the services by the contractor and at its absolute discretion grade the service levels in respect of each month.
- The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Administration Manager and shall comply with and adhere strictly to the Administration Manager's (or his representative's) instructions and directions.
- The tenderer shall be required to maintain the highest standards of cleaning services and decorum as is applicable. The services required shall be to the satisfaction of the Administration Manager.
- The contractor in consultation with the Company shall enter into Service Level Agreements (SLAs) which will be used to measure the performance of the contractor. Wherever the service levels will not be met or falls below the evaluated performance, then the above deductions (of Section on Performance Management) will be effected.
- Grading for performance standards attained in each month shall be made in the following manner.

90% and above	-Excellent (Satisfactory)
80% to less than 90%	-Good (Satisfactory)
60% to less than 80%	-Fair
50% to less than 60%	-Poor
Less than 50%	- Very Poor

- In the event that the level of service provided is not satisfactory, the company may deduct from the applicable contract price in respect of the relevant month on the following percentages:-

Evaluated Performance	Deduction
60% to less than 80% (average)	5%
50% to less than 60% (poor)	10%
Below 50% (very poor)	30%

- Where the performance for consecutive three months will be below 60%, then termination proceedings will commence.

SECTION VI - DESCRIPTION OF SERVICES

The East African Portland Cement Co. factory/ head office is in Athi River along Namanga road . Interested bidders are required to visit our factory so as to understand the scope of work and before proving their bids . **Site visit will be allowed from 6th September 2018 to tender closing date and time from 10.00am to 12.00pm. Contact person is Mr. G.G Wachira.**

DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

**LOT 1: FACTORY OFFICES
SCHEDULE OF CLEANING ACTIVITIES**

Technical Specifications			
	SPECIAL REQUIREMENTS	EAPCC'S Frequency	State Frequency
1.	Cleaning /Mopping of all Screed/ PVC/Tile floors	Daily	
2.	Cleaning /washing of walls both interior and exterior sides	Monthly	
3.	De-Dusting of all office furniture including desks, telephone headsets, computer monitors, keyboards, CPUs, printers, Fax machines etc, and all window sills and low level partitions.	Daily	
4.	Vacuum cleaning of all carpeted areas (Central Control Rooms (CCR), MD board rooms, etc.)	Daily	
5.	Removal of all wet and dry waste from offices to waste receptacles	Daily	
6.	Cleaning and Washing of Service floors i.e. corridors, Main entrances	Daily	
7.	Washing of concrete screed and paved areas.	Daily	
8.	Shampooing of all carpeted offices (CCR, waiting rooms, board rooms, etc.)	when necessary	
9.	Cleaning and Washing of roof and storm Drains, and Manholes and application of drain cleaner to eliminate foul smell.	Weekly/Monthly	

LOT 11- FACTORY TOILETS
SCHEDULE OF CLEANING ACTIVITIES

Technical Specifications			
	SPECIAL REQUIREMENTS	EAPCC 's Frequency	State Frequency
1.	Cleaning and Washing of toilet areas ,Service floors and sanitary ware	Daily	
2.	Provision of paper towel dispensers in every Executive Toilet where necessary.	Weekly	
3.	Removal of all wet and dry waste from the toilets	Daily	
4.	Cleaning and Washing of wall and windows	Weekly	
5.	Provision of toilet rolls in each Executive toilet /closet as and when required	Twice daily	
6.	Washing of concrete screed and paved areas around the stand alone ablution blocks.	Weekly	
7.	Installation of hand liquid dispenser and provision of ½ litre liquid soap in each toilet cubicle & supply of toilet balls in the urinals as and when required.	Replenish daily	
8.	Cleaning and Washing of storm Drains, and Manholes and application of drain cleaner to eliminate foul smell.	Twice weekly.	
9.	Supply of approximately 540 rolls of Premium brand white toilet tissue paper (Premium brand Sheet Size 100mmx 125mm) per week to be distributed as directed. Monthly supply will therefore be approximately 2,160 Rolls and 51,840 rolls for 24 months. (<i>payments will however be made on the actual consumption per month which will be carefully monitored</i>)	Replenish daily	

**LOT III: FACTORY PREMISES (OUTDOOR ENVIRONMENT)
SCHEDULE OF CLEANING ACTIVITIES**

	*Description of the Services	EAPCC'S Frequency	State frequency
	<u>GENERAL CLEANLINESS OF THE FACTORY PREMISES</u>	Daily	
1.	<input type="checkbox"/> The successful bidder will ensure thorough cleanliness in all designated areas within the factory.	Daily	
2.	<input type="checkbox"/> All the manholes, foul drains, sewer drains and storm water drains will be clearly identified and kept free of dirt and any waste, which may cause blockage.	Daily	
3.	<input type="checkbox"/> All grass, hedges, trees, flowers shall be properly maintained. <input type="checkbox"/> All roads and footpaths to be swept and kept free of grass.	Daily	
4.	<input type="checkbox"/> Cleaning of Gutters and removal of cobwebs from the hidden areas and high roofs and Cleaning of the exterior face of walls		
5.	<input type="checkbox"/> Contractor must provide working outfits to the workers such as; - gloves, overalls, and gumboots etc.	Daily	
	SWEEPING AND GENERAL CLEANLINESS OF THE FACTORY PREMISES		
1	The contractor will be responsible for sweeping of all applicable areas.	Daily	
2	Contractor must provide all sweeping equipment.	Daily	
3	The contractor will be responsible for cleaning and sweeping of the factory roads and compound every day of the week.	Daily	
4	All roads must be free from weeds, grass, soil or any other material deemed as wastes.	Daily	
5	The contractor will ensure that all roads and boundary live fence /hedges in all premises are properly maintained.	Daily	
	OPENING OF SEWER, FOUL AND STORM WATER DRAINS (BOTH OPEN AND CLOSED)		
1.	The contractor will be responsible for opening and cleaning of all sewer lines and manholes, foul water and storm drains including open drains and all toilets particularly those designated for use by security guards in the estates, which may be blocked.	Daily	
2.	All manholes will be clearly identified and kept free of dirt and any wastes that may cause blockage. Contractor will also make sure that all manhole covers are in place and properly closed.	Daily	
3.	Contractor must have sewer opening rods and or other tools as necessary for proper cleaning of the drains.	Daily	
	GRASS CUTTING, TRIMMING/WEEDING OF HEDGES AND FENCES, CUTTING UNWANTED OR DRY TREES AND WEEDING OF LIVE HEDGE		

1.	The contractor will ensure that the grass, flowers, plants, trees and live hedges in the whole compound are trimmed and weeded to give the required well-kept appearance. The weeding of walk ways will be done on both sides up to one meter wide. All the roads and drainage edges will be trimmed to be free of grass which cause blockage.	Daily	
2.	Dry trees in the factory will also be cut and disposed of by the contractor when required in consultation with the Company .	Daily	
3.	Dry trees will also be cut and disposed of by the contractor when required in consultation with the Company .	Daily	
4.	The Contractor will provide a lawn mower machine to cut the grass.	Daily	

LOT 1V: JUNIOR STAFF QUARTERS
SCHEDULE OF CLEANING ACTIVITIES

	DESCRIPTION OF THE SERVICES	EAPCC's Frequency	State Frequency
	<u>GENERAL CLEANLINESS OF THE STAFF QUARTERS</u>		
1.	<input type="checkbox"/> The successful bidder will ensure thorough cleanliness in all areas Within the quarters.	Daily	
2.	<input type="checkbox"/> All the manholes, foul drains, sewer drains and storm water drains will be clearly identified and kept free of dirt and any waste, which may Cause blockage.	Daily	
3.	<input type="checkbox"/> All grass, hedges, trees, flowers shall be properly maintained. <input type="checkbox"/> All roads and footpaths to be swept and kept free of grass.	Daily	
4	<input type="checkbox"/> Cleaning of Gutters and removal of cobwebs from the hidden areas and high roofs. <input type="checkbox"/> Cleaning of the exterior face of walls		

5	<input type="checkbox"/> Contractor must provide working outfits to the workers such as; - gloves, Overalls, and gumboots.	Daily	
	<u>SWEEPING AND GENERAL CLEANLINESS OF THE STAFF QUARTERS</u>		
1	The contractor will be responsible for sweeping of all applicable areas This will include the removal of cobwebs and any other necessary works in All the areas.	Daily	
2	Contractor must provide all sweeping equipment.	Daily	
3	The contractor will be responsible for cleaning and sweeping of the estate Roads and compound every day of the week.	Daily	
4	All roads must be free from weeds, grass, soil or other wastes.	Daily	
5	The contractor will ensure that all roads and boundary fences in all Premises are properly maintained.	Daily	

OPENING OF SEWER, FOUL AND STORM WATER DRAINS (BOTH OPEN AND CLOSED)			
1.	The contractor will be responsible for opening and cleaning of all sewer lines and manholes, foul water and storm drains including open drains and all toilets particularly those designated for use by security guards in the estates, which may be blocked.	Daily	
2.	All manholes will be clearly identified and kept free of dirt and any wastes that may cause blockage. Contractor will also make sure that all manhole covers are in place and properly closed.	Daily	
3.	Contractor must have sewer opening rods and or other tools as necessary for proper cleaning of the drains.	Daily	
GRASS CUTTING, TRIMMING/WEEDING OF HEDGES AND FENCES, CUTTING UNWANTED OR DRY TREES AND WEEDING OF LIVE HEDGE			
1.	The contractor will ensure that the grass, flowers, plants, trees and live hedges in the whole compound are trimmed and weeded to give the required well kept appearance. The weeding of plot fences will be done on both sides up to one meter wide. All the roads and drainage edges will be trimmed to be free of grass which cause blockage.		
2.	Dry trees in the estates will also be cut and disposed of by the contractor when required in consultation with the Company .		
3.	Dry trees in the estates will also be cut and disposed of by the contractor when required in consultation with the Company .		
4.	The Contractor will provide a lawn mower machine to cut the grass.		

STAFF QUARTER COMMON ABLUTION BLOCK

Technical Specifications			
	SPECIAL REQUIREMENTS	EAPCC 's Frequency	State Frequency
1.	Cleaning and Washing of toilet areas ,Service floors and sanitary ware	Daily	
2.	Cleaning and Washing of wall and windows	Weekly	
3.	Washing of concrete screed and paved areas.	Once every week	
4.	Cleaning and Washing of roof and storm Drains, and Manholes and application of drain cleaner to eliminate foul smell.	Twice weekly.	

Consumables –Minimum Requirements

No	Item
1	Polishes
2	Detergents
3	Stain Removers
4	Degreasers
5	Toilet Papers
6	Hand paper towels
7	Hand cleaners/Sanitizers
8	Disinfectants
9	Litter Gins in the washrooms
10	Automated Air Fresheners(Consistent scent approved by the client)
11	Toilet Balls
	Minimum Tools and Equipment
1	Mop Buckets
2	Aluminum Mop Handles
3	Round and Kentucky mops
4	Floor shining mops
5	Window cleaners
6	Scrubbing /Buffing machine with a corresponding number of extension cables
7	Wet and dry Vacuum cleaner
8	Broom/Hand brooms/Makuti Brooms
9	Dustpan (office) /Dust broom
10	Long handled brush
11	Yellow duster and white cleaning cloths
12	Ordinary dusters

13	Ladders
14	Feather Dusters
15	Helmets, gloves and dust masks, ear plug/muffs safety
16	Caution Signs
17	House keeper Trolleys/Detergent Basket
18	Two (2) sets of well fitted uniforms
19	Sewer Opening Rods
20	Wheel Barrow
21	Gumboots
22	Helmet

VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument** - When required by the 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. EAPCC/164/2018

To: **The Head of Supply Chain**
East African Portland Cement Co. Ltd,
P. O. Box 20-00204
Athi River

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Cleaning Services** in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* **(inclusive of taxes)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20____.

(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

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

Tenderers are advised to visit the site and verify sizes of the various areas to determine the scope of services before providing quote.

S/NO.	ITEM DESCRIPTION	UNIT PRICE (Per month) inclusive of vat	TOTAL (24MONTHS)
1.	Cleaning services at the factory Premises		
2.	Cleaning services at the junior staff quarters		
3.	Supply of approximately 540 rolls of Premium brand white toilet tissue paper (Premium brand Sheet Size 100mmx 125mm) per week to be distributed as directed. Monthly supply will therefore be approximately 2,160 Rolls and 51,840 rolls for 24 months. <i>NOTE: PAYMENTS WILL HOWEVER BE MADE ON THE ACTUAL CONSUMPTION PER MONTH WHICH WILL BE CAREFULLY MONITORED.</i>	<i>Provide cost of 2,160 rolls - Month</i>	<i>Provide cost of 51,840- for 24 months</i>
<u>GRAND TOTAL- (Inclusive of vat)</u>			

Authorized official _____

Name

Signature

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- . Negotiations may be held with the tenderer with the lowest bid who passed the technical evaluation stage and upon successful negotiations will be awarded the contract, if negotiations fail, the bidder with the second lowest bid will be invited by EAPCC for negotiations, and upon successful negotiations, be awarded the tender.

CONFIRMATION BY BIDDER:

I, of P. O. Boxbeing the authorized representative of(name of firm) do hereby confirm that the firm shall provide the numbers of staff as indicated above, and that the firm shall comply with all legal regulations relating to payment of wages to their employees (Regulation of Wages (General) (Amendment) Order, 2013 or subsequent amendments to it).

Signed & Stamped:

Date:

Kindly state the monthly wages that you will pay to your employee

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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,..... Street/Road</p> <p>Postal addressTel No.</p> <p>FaxE-MAIL:</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch</p>

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
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3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

4.5. TENDER SECURING DECLARATION FORM.

(to be submitted on the tenderer’s letterhead) [The Bidder shall complete in this Form in accordance with the instructions indicated]

Tender: EAPCC/OT/164/2018- OUTSOURCING OF CLEANING SERVICES.

To: The MANAGING DIRECTOR

East African Portland Cement Co. Ltd,

Off Namanga Road

P.O Box 20- 00204

Athi River Kenya

We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid securing Declaration.
2. I/we have not been debarred from participating in public procurement by anybody or institution/person. in corrupt
3. fraudulent practices regarding public procurement.
4. I/We are not insolvent , in receivership, bankrupt or in process of being wound up & is not the subject of legal proceedings relating the forgoing.
5. I/we are not associated with any other tenderer participating in this tender.
6. I /we do hereby confirm that the information given in this tender is accurate, factual and true to the best of our

.....

Name of Tenderer

.....

Name and capacity of the duly authorized person signing the tender

Dated onday of

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. 200,000 per month.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
5	Name of company	
	Name of contact person	

	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

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



CERTIFICATE OF TENDERER'S SITE VISIT: EAPCC/OT/ 164/2018

This is to certify that,(Name of Tenderer or his representative) of the firm of,
.....(Name of Firm Tendering)

In the company of, (Name of Clients representative
conducting the visit)

Visited the site in connection with Tender for Provision for cleaning services to EAPCC at Athi River.

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

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the EAPCC representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

NameSigned..... (Tenderer or his representative)

Witnessed.....Signed (Signature of EAPCC representative)

Date..... Time (Stamp.....)