

*TENDER DOCUMENT FOR PROVISION OF CLEANING AND SANITARY
SERVICES*



TENDER DOCUMENT

FOR

PROVISION OF CLEANING AND SANITARY SERVICES

TENDER NUMBER: KNL/HQ/T015/2014-2015

(JUNE 2015)

TABLE OF CONTENTS

		PAGE
Section A	TENDER NOTICE	3
Section B	GENERAL INFORMATION	4
Section C	GENERAL CONDITIONS OF CONTRACT	18
Section D	SPECIAL CONDITIONS OF CONTRACT	23
Section E	SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS	31
Section F	TENDER FORMS AND PRICE SCHEDULES	45
Section G	QUALIFICATION INFORMATION	47
Section H	TENDER SECURITY FORM	59
Section I	CONTRACT FORM	60
Section J	PERFORMANCE SECURITY FORM	61
Section K	BANK GUARANTEE FOR ADVANCE PAYMENT	62
Section L	STATEMENT OF VERIFICATION	63
Section M	SUMMARY OF EVALUATION CRITERIA	64

SECTION A .TENDER NOTICE

Date 5th JUNE, 2015

TENDER FOR PROVISION OF CLEANING AND SANITARY SERVICES FOR KENYA NATIONAL LIBRARY SERVICE HEAD OFFICE AND BRANCHES.

Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

The Kenya National Library Service invites sealed Tenders from eligible and competent Contractors for the provision of **Cleaning and Sanitary Services** to various branches located in **Nairobi** and **outside Nairobi** as detailed in the tender documents.

Interested suppliers should obtain the Tender documents from the Procurement Office, 3rd floor, **Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi** upon payment of a non-refundable fee of Kshs. **1,000.00** either in cash or bankers cheque or downloaded free of charge from Kenya National Library Service website : www.knls.ac.ke or Treasury portal www.supplier.treasury.go.ke

Tender documents shall be accompanied by the following Mandatory/statutory requirements for the preliminary evaluation: -

1. Certificate of Company/Firm registration
2. Tax compliance certificate
3. Details of Directorship/Ownership with respective shareholding and details of citizenship
4. Dully filled Declaration form.
5. Certificate from National Treasury for reserved group
6. Proven Physical Location and Address of the firm
7. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005.

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes (in “original” and “copy”) all clearly marked **knls Tender No: KNL/HQ/T015/2014-2015: For the Provision of Cleaning and Sanitary Services for Kenya National Library Service Head office and Branches** as per instructions in the tender documents and addressed to:-

The Director
Kenya National Library Service
Mumias Road/Oldonyo Sabuk Road Junction
P.O. Box 30573- 00100
Nairobi, Kenya
TEL NO.254-20-7786710/2158352
Email:knls@knls.ac.ke
Website:www.knls.ac.ke

TENDER FOR PROVISION OF CLEANING AND SANITARY SERVICES-TENDER NO.KNL/HQ/T015/2014-2015 should be deposited in the **Tender Box on 3rd Floor**, Reception area, **Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi**, on or before **Tuesday 23rd June, 2015 at 11.00 a.m. local time**. Tender documents will be opened immediately thereafter in the **Conference Room,Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi**,Directors wing ,in the presence of Bidders representatives who choose to attend.

The Kenya National Library Service reserves the right to accept or reject any tender either in whole or in part without giving reasons for either rejection or acceptance.

SECTION B. GENERAL INFORMATION

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is reserved for **Youth, Women and Persons with Disability** eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Services

- 2.1 All services to be supplied under the contract shall be as stated on the Schedules of requirements and technical specifications

3. Cost of Tendering

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

The Tender Document

4 Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - a. Tender Notice
 - b. General information
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
 - e. Schedule of Requirements
 - f. Technical Specifications
 - g. Tender Form and Price Schedules
 - h. Tender Security Form
 - i. Contract Form
 - j. Performance Security Form
 - k. Statement of not debarred

- 4.2 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.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) 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 tenderer that have received the tender document.

6. Amendment of Documents

- 6.1 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 amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 6.3 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.

Preparation of Tenders

7. Language of Tender

- 7.1 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, provided that 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.

8. Documents Comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components:
- (a) Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 13 that the services to be supplied by the tenderer are eligible services and conform to the tender documents;

- (d) Statement of verification that not debarred in the Matter of Public Procurement and Disposal Act 2005; and
- (d) tender security furnished in accordance with paragraph 14

9.Tender Form

- 9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be supplied, a brief description of the services, quantity, and prices.

10.Tender Prices

- 10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) the price of the services quoted, including all customs duties and sales and other taxes already paid or payable;
 - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the services to their final destination;
- 10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11.Tender Currencies

- 11.1 Prices shall be quoted in Kenya shillings.

12. Tenderers Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section III, 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.
- 12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
 - (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (b) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if

13. Services' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.
- 13.3 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the services;
 - (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14.Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a dully signed declaration form.
- 14.2 The declaration form is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7
- 14.3 Any tender not secured in accordance with paragraph 14.1 and 14.2 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's declaration form will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 14.6 The successful Tenderer's declaration form will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

15.2 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 14 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.

16.Format and Signing of Tender

16.1 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.

16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17.Sealing and Marking of Tenders

17.1 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.

17.2 The inner and outer envelopes shall :

(a) be addressed to the Procuring entity at the following address:

The Director
Kenya National Library Service
Mumias Road/Oldonyo Sabuk Road Junction
P.O. Box 30573- 00100
Nairobi, Kenya
TEL NO.254-20-7786710/2158352
Email:knls@knls.ac.ke
Website:www.knls.ac.ke

- (b) Bear **Tender No KNL/HQ/T015/2014-2015:PROVISIONS OF CLEANING AND SANITARY SERVICES FOR KENYA NATIONAL LIBRARY HEAD OFFICE AND BRANCHES**, and the words: "DO NOT OPEN BEFORE," **11.00a.m on 23rd June, 2015**

- 17.3 The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18.Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **11.00a.m on 23rd June, 2015**.
- 18.2 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.

19.Modification and Withdrawal of Tenders

- 19.1 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 tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.
- 19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 19.4 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 14.7.

Opening and Evaluation of Tenders

20.Opening of Tenders

- 20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **after 11.00a.m on 23rd June, 2015 at the Conference room Mumias Road/Oldonyo Sabuk Road Junction**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the

TENDER FOR PROVISION OF CLEANING AND SANITARY SERVICES-TENDER NO.KNL/HQ/T015/2014-2015
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.

20.2 The Procuring entity will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 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 of the tender shall be sought, offered, or permitted.
- 21.2 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.

22. Preliminary Examination

- 22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 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.
- 22.3 The Procuring entity may waive any minor informality or non-conformity 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.
- 22.4 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.
- 22.5 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

23. Evaluation and Comparison of Tenders

- 23.2 The comparison shall be the price of the services offered, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the services.
- 23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and

TENDER FOR PROVISION OF CLEANING AND SANITARY SERVICES-TENDER NO.KNL/HQ/T015/2014-2015
the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) delivery schedule offered in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) the cost of service;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule.*

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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.

24.Contacting the Procuring entity

- 24.1 Subject to paragraph 21, 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.
- 24.2 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 Tenderer's tender.

Award of Contract

25.Post-qualification

- 25.1 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.
- 25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

- 25.3 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.

26.Award Criteria

- 26.1 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) 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 for award .

27.Procuring entity's Right to Vary quantities

- 27.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28.Procuring entity's Right to Accept or Reject Any or All Tenders

- 28.1 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.

29.Notification of Award

- 29.1 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.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 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 14.

30. Signing of Contract

- 30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

31. Performance Security

- 31.1 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.
- 31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 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 Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

- 32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
 - (b) 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;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C-GENERAL CONDITIONS OF CONTRACT

1.Definitions

1.1 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 all the services to be provided by the successful Tenderer in relation to schedule of requirement, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization (knls) purchasing the Services under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Services under this Contract.

2.Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

4.Standards

4.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5.Use of Contract Documents and Information

- 5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6.Patent Rights

- 6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring entity's country.

7.Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 7.2 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.
- 7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 7.4 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 obligations under the Contract, including any warranty obligations, under the Contract.

8.Inspection and Tests

- 8.1 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.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. 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.
- 8.3 Should any inspected or tested Services fail to conform to the Specifications, the Procuring entity may reject the Services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Services after the Services' arrival shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Services' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

10.Delivery

- 10.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

11. Insurance

- 11.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss or damage to property.

12.Payment

- 12.1 Payments shall be made promptly by the Procuring entity monthly in arrears after satisfactory performance as specified in the contract.

13.Prices

- 13.1 Prices charged by the tenderer for Services delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

14.Assignment

- 14.1 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.

15.Subcontracts

- 15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

16.Termination for Default

- 16.1 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 deliver 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.
- 16.2 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

17. Liquidated Damages

- 17.1 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

18.Resolution of Disputes

- 18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- 18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

19.Language and Law

- 19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

20.Force Majeure

- 20.1 The tenderer 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.

SECTION D. SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Bidding Notes

- 1.1 The Bidder is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, he must inform the Fund at once and have the same rectified.
- 1.2 Should the Bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Bid.
- 1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Bidder's Bid due to mistakes which should have been rectified in the manner described above.
- 1.4 The Bidder shall not alter or otherwise qualify the Text of this tender document. Any alteration or qualification made without authority will be ignored and the text of the tender document as printed will be adhered to.
- 1.5 All items of measured services shall be priced in detail and Bids containing lump sum to cover trades or groups of works must be broken down to show prices for each item before they will be accepted.
- 1.6 The words "approved Bidder" shall mean the Bidder shall have complied with these conditions in every respect.

2. The contract would be one year subject to renewal and the relevant stated contract requirements for each estate shall prevail (Where applicable).

3. Scope of Work is to ***Provide Cleaning and Sanitary Services to common areas as specified for each branch***. The knls reserves the right to award tender per network to one tenderer or several tenderers

The duration of the contract shall be two (2) years renewable annually on the due date and subject to annual performance appraisal of the service provider.

5. Evaluation and Comparison of Tenders

- 5.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22 as follows:

STAGE ONE – PRELIMINARY EVALUATION

(i) Preliminary evaluation of open tenders

Tenders shall be subjected to a preliminary evaluation to determine whether:-

- (a) The tender has been submitted in the required format;
- (b) Any tender security submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so;
- (d) The required number of copies of the tender has been submitted;
- (e) The tender is valid for the period required;
- (f) All required documents and information have been submitted; and
- (g) Any required samples have been submitted.

(ii) Mandatory / Statutory requirements

- a. Certificate of Company/Firm registration
- b. Tax compliance certificate
- c. Details of Directorship/Ownership with respective shareholding and details of citizenship
- d. Dully filled Declaration Form.
- e. Certificate from National Treasury for Reserved Group
- f. Proven Physical Location and Address of the firm
- g. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005.

Tenders which do not satisfy any of the above requirements shall be rejected.

STAGE TWO – TECHNICAL REQUIREMENTS

- a) **Personnel (10 Points)**
 - Contract Manager to have at least 2years' experience in works of Cleaning and Sanitary Services(**5 points**). (Attach detailed CV with relevant work experience)
 - Site Supervisor for each bidded branch/network to have 1 year experience in works of Cleaning and Sanitary Services (**5 points**). (Attach detailed CV with relevant work experience)
- b) The Company must have been in existence for a period of at least two (2) years (Attach evidence such as certificate of incorporation)(**5 Points**)
- c) Attach a company profile detailing the vision and mission of the company, etc. (**5 Points**)
- d) **Relevant Experience (35 points)**

- Serviced at least three (3) large corporate clients in the last two years **(25 points)**. (Attach evidence such as award letters, letters of engagement, contracts etc)
- List of current contracts **(5 points)**.
- Total monetary value of works for each of the last 2 years **(5 points)**.

(Pro-rate for less)

e) Machinery, tools & equipment **(20 points)**

- A commitment letter from the company on availability of equipment and uniform as listed on page 31-32.

f) Business support **(10 points)**

- Insurance cover for workman's compensation cover **(5 points)**
- Appointed bankers & authority to seek references **(2 points)**
- Proof of financial stability (liquidity ratio of 2:1) **(3 points)**

e) At least three (3) reference or recommendation letters from reputable clients **(15) points**
(This should be different from award letters, engagement letters or contracts)

N.B. Cut off –75% to proceed to the next evaluation stage.

STAGE THREE – FINANCIAL EVALUATION

Price Comparisons and checking arithmetical errors

Contractors should acquaint themselves with the conditions of work before tendering as no claim will be entertained on grounds of lack of knowledge of site location, work condition etc.

6.2 Description of the Works

Provision of cleaning and sanitary services

6.3 Keep Site Clean

The contractor shall clear and cart away from site all rubbish and debris as it accumulates and on completion of the services leave the site clean, neat and tidy to the reasonable satisfaction of the client.

6.4 Making Good

All "making good or making out" which becomes necessary after the removal of any part of the structure or other causes contingent to the works will be completed to match the surrounding work in all aspects except where specified to the contrary.

6.5 Samples

The contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship that may be called for by the knls for his approval or rejection, and any further samples in the case of rejection until such samples are approved by the knls and such samples, when approved shall be the minimum standard for the work to which they apply.

7. Contract Documents

7.1 The following documents shall constitute the contract documents and shall be interpreted in the following order by priority;

1. Agreement
2. Letter of Acceptance
3. Contractor's Tender
4. Conditions of Contract
5. Specifications
6. Schedule of requirements and Rates

7.2 knls Representative's Decisions

Except where otherwise specifically stated, the Procuring entity's Representative will decide contractual matters between the Procuring entity and the Contractor in the role representing the Procuring entity.

8 Language and Law of Contract

6.1 The ruling language of the Contract shall be English Language and the law governing the Contract shall be the law of the Republic of Kenya.

7 Safety.

7.1 The Service Provider shall be responsible for the safety of all activities on the site.

8 The Site

8.1 The Service Provider shall allow the Procuring entity's representative and any other person authorized by the Procuring entity's representative access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

9 Instructions

9.1 The Service Provider shall carry out all instructions of the Procuring entity's Representative which are in accordance with the Contract.

9.2 Communication between parties shall be effective only when in writing.

10. Schedule of Rates

10.1 Schedule of Rates shall contain items for the Work to be done by the Service Provider. The Service Provider will be paid for the quantity of the Work done at the rates in the Schedule of Rates for each item. Items against which no rate is entered by the tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Schedule of Rates.

10.2 Where schedule of rate do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

11 Variations

11.1 The Service Provider shall provide the Procuring entity's Representative with a quotation for carrying out the variations when requested to do so. The Procuring entity's Representative shall assess the quotation and shall obtain the necessary authority from the Procuring entity before the variation is ordered.

11.2 If the Work in the variation corresponds with an item description in the Schedule of Rates, the rate in Schedule of Rates shall be used to calculate the value of the variation. If the nature of the work in the variation does not correspond with items in the Schedule of Rates, the Quotation by the Service Provider shall be in the form of new rates for the relevant items of work.

11.3 If the Service Provider's quotation is unreasonable, the Procuring entity's Representative may order the variation and make a change to the Contract Price, which shall be based on the Procuring entity's Representative's own forecast of the effects of the variation on the Service Provider's cost.

12.0 Termination

12.1 The Procuring entity or the Service Provider may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:-

- (a) the Service Provider stops Work for 30 days continuously without reasonable cause or authority from the Procuring entity's Representative.
- (b) the Service Provider is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (c) the Procuring entity's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time.

12.1 If the Contract is terminated, the Service Provider shall stop Work immediately, and leave the Site as soon as reasonably possible. The Procuring entity's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods and equipment on Site.

13.0 Payment Upon Termination

13.1 The Procuring entity may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

- 13.2 The Service Provider shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Procuring entity's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Procuring entity may (without being responsible for any loss or damage) remove and sell any such property of the Service Provider, holding the proceeds less all costs incurred to the credit of the Service Provider.
- 13.3 Until after completion of the Works under this clause, the Procuring entity shall not be bound by any other provision of this Contract to make any payment to the Service Provider, but upon such completion as aforesaid and the verification within a reasonable time of the accounts thereof the Procuring entity's Representative shall certify the amount of expenses properly incurred by the Procuring entity and, if such amount added to the money paid to the Service Provider before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Procuring entity by the Service Provider, and if the said amount is added to the said money be less than the said total amount, the difference shall be a debt payable by the Procuring entity to the Service Provider.

SECTION E. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.

SCOPE OF WORK

Scope of work shall include but not limited to;

i) Cleaning and Sanitary Services (Head Office and specified branches)

- (a) Daily sweeping, scrubbing and polishing of the staircases and common areas of Library.
- (b) Daily sweeping (and washing when necessary) of the car parks.
- (c) Daily sweeping of the Library common roads.
- (d) Collecting trash around the blocks, streets and outside the main entrance.
- (e) Cleaning, unblocking and clearing of the drainage within the Library and outside the Library frontage and also those externally linked to all the Library drainage.
- (f) Clean all the gate house/Sentry Box toilets and wash hand basin on a daily basis.
- (g) Vacuum cleaning and shampooing of carpeted surface
- (h) Cleaning of PVC , Terrazzo floors and Granite and Ceramic surfaces
- (i) Regular cleaning and disinfecting washrooms
- (j) Dusting of books and Shelves
- (k) Lawn Mowing and proper disposal of debris
- (l) Provision of sanitary services

The successful company shall provide to their staff the following equipment and materials, which shall be available for inspection:-

- [i] A distinctively masked working uniform, preferably overalls which they should wear all the time while within the Library premises.
- [ii] Washing detergents and disinfectants
- [iii] Uniforms
- [iv] Soft brooms
- [v] Hard brooms
- [vi] Mops
- [vii] Mop buckets
- [viii] Water buckets
- [ix] Scrubbing brushes and steel wire
- [x] Hand gloves
- [xi] Gum boots
- [xii] Dusting clothes, feather dusters, water hose pipes
- [xiii] Drainage unblocking rods, enough hosepipes, sprinklers, water cans and any other associated materials.

[xiii] Scrubbing machine

[xv] Vacuum cleaning machine

[xvi] Sucking machine and lawn mower

A. BURUBURU HEAD OFFICE- NAIROBI

SCOPE OF WORK

The tenderer is to provide general cleaning and sanitary services to common areas including toilets and kitchens as well as provision of cleaning materials and disinfectants to all common areas as per the Bills of Quantities.

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
4.	Scrubbing the basements	Weekly
5.	Sweeping the basement	Daily
6.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
7.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets which No.25	Weekly
13.	Providing disinfectants to all the toilet facilities	Weekly
14.	Providing air fresheners to all toilet facilities	daily
15.	Provision of Sanitary Services	Eleven(11) units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

B. NAIROBI AREA LIBRARY, COMMUNITY- NAIROBI

SCOPE OF WORK

The tenderer is to provide general Cleaning and Sanitary services to common areas as per the Bills of Quantities.

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY SERVICES

Details of areas to be cleaned and bins collected and disposed. Every tenderer is required to visit the premises and ascertain the exact areas.

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
4.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
5.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets	Weekly
13.	Providing disinfectants to all the toilet facilities	Weekly
14.	Providing air fresheners and hand washing cream to all toilet facilities	Daily
15.	Providing disinfectants to the basements and other open drainage channels	Weekly
16.	Cleaning and sweeping the flat roofs, gutters, verandahs, walkways, driveways	Weekly
17.	External common area	Daily
19.	Cleaning all service rooms	Weekly/monthly
20.	Garbage Collection	Daily
22.	Unblocking blocked drainage(sewer line)	When necessary
23.	Flower trimming and weeding	Weekly
24.	Emptying trash cans/bins	Frequently

25.	Sanitary services	Five (5) units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

NAKURU LIBRARY SERVICE

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY SERVICES

Details of areas to be done. Every tenderer is required to visit the premises and ascertain the exact areas.

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
6.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
7.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets	Weekly
13.	Providing disinfectants and wash cream to all the toilet facilities	Weekly
14.	Providing air fresheners to all toilet facilities	Daily
15.	Providing disinfectants to open drainage channels	Weekly
16.	Cleaning and sweeping the flat roofs, gutters, verandahs, walkways, driveways	Weekly
17.	External common area	Daily
19.	Cleaning all service rooms	Weekly/monthly
21.	Emptying trash cans/bins	Frequently
22.	Garbage Collection	Frequently

23.	Lawn Mowing	
24.	Plant and Flower maintenance	Weekly
25.	Provision of Sanitary Service	Eleven (11) units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

KIBERA LIBRARY

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY SERVICES

Details of areas to be done. Every tenderer is required to visit the premises and ascertain the exact areas

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
6.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
7.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets	Weekly
13.	Providing disinfectants and hand cream to all the toilet facilities	Weekly
14.	Providing air fresheners to all toilet facilities	daily
15.	Providing disinfectants to the basements and other open drainage channels	Weekly
16.	Cleaning and sweeping the flat roofs, gutters, verandahs, walkways, driveways	Weekly
17.	External common area	Daily
19.	Cleaning all service rooms	Weekly/monthly
20.	Emptying trash cans/bins	Frequently
21.	Plant and flower maintenance	Weekly
22.	Garbage Collection	frequently
23.	Provision of Sanitary Service	Six (6) Units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

C. THIKA BRANCH

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities.

	Provision of Sanitary Service	Two(2) units Twice per month			
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The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

D.KISUMU LIBRARY

SCOPE OF WORK

The tenderer is to provide general cleaning and sanitary services to common areas including toilets and kitchens as well as provision of cleaning materials and disinfectants to all common areas as per attached Bills of Quantities.

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY SERVICES

Details of areas to be done. Every tenderer is required to visit the premises and ascertain the exact areas

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
6.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
7.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets	Weekly

13.	Providing disinfectants to all the toilet facilities	Weekly
14.	Providing air fresheners to all toilet facilities	Daily
15.	Providing disinfectants to the basements and other open drainage channels	Weekly
16.	Cleaning and sweeping the flat roofs, gutters, verandahs, walkways, driveways	Weekly
17.	External common area	Daily
18.	Scrubbing common kitchen floors	Monthly
19.	Cleaning all service rooms	Weekly/monthly
21.	Emptying trash cans/bins	Frequently
22.	Garbage Collection	Frequently
23.	Plant and flowers maintenance	Weekly
	Provision of Sanitary services	Two(2) units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

E.KAKAMEGA LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) Units Once per month			
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The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

F. MURANGA LIBRARY

SCOPE OF WORK

The tenderer is to provide general cleaning and sanitary services to common areas including toilets and kitchens as well as provision of cleaning materials and disinfectants to all common areas as per attached Bills of Quantities.

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY SERVICES

Details of areas to be done. Every tenderer is required to visit the premises and ascertain the exact areas

	Description of Requirements (Scope of Work)	Frequency (No.of Times)
1.	Sweeping and mopping all common floors with necessary detergents	Daily
2.	Cleaning and disinfecting the toilets	Thrice a day
3.	Dusting and cleaning the walls, ceilings, staircases and other common surfaces	Daily
6.	Removing any materials of foreign bodies thrown on the floors	Several times a day as required
7.	Ensuring that all the cleaned areas are always dry	Daily
8.	Polishing the common area floors	Weekly
9.	Cleaning and disinfecting the door handles, push plats, staircase barriers and other hand touch facilities	Daily
10	Dusting and removing cobwebs and to report any dampness noticed within the walls	Any time
11.	Reporting any malfunction, system failure or other matters that require attention	Weekly
12.	Providing moth balls to all gents toilets	Weekly
13.	Providing disinfectants to all the toilet facilities	Weekly
14.	Providing air fresheners to all toilet facilities	Daily
15.	Providing disinfectants to the basements and other open drainage channels	Weekly
16.	Cleaning and sweeping the flat roofs, gutters, verandahs, walkways, driveways	Weekly
17.	External common area	Daily
18.	Scrubbing common kitchen floors	Monthly
19.	Cleaning all service rooms	Weekly/monthly

21.	Emptying trash cans/bins	Frequently
	Provision of Sanitary services	Four (4) Units Twice per month

The tenderer is supposed to visit the site and ascertain the exact areas to be dealt with.

G.MOMBASA LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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H.NYERI LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Three (3) units Once per month			
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I.EMBU LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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J.GARISSA LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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K.MERU LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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L. MERU LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two(2) units Once per month			
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M.WUNDANYI LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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N.LAIKIPIA LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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O.KERICHO LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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P.KISII LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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Q.ELDORET LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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Q.ELDORET LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Twice per month			
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R.KABARNET LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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S.NAROK LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Six (6) units Once per month			
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T. KAPSABET LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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U. KARATINA LIBRARY

SCOPE OF WORK

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Two (2) units Once per month			
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V. CHINGA LIBRARY**SCOPE OF WORK**

The tenderer is to provide Sanitary services to all common areas as per attached Bills of Quantities

1.	Provision of Sanitary service	Three (3) units Once per month			
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TENDER N^o:DATE:.....

To: The Director
Kenya National Library Service
P.O. Box 30599
NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Cleaning and Sanitary Services for knls Head Office and Branches** in conformity with the said tender documents for the sum of

..... *[Total tender amount in words and figures]* **inclusive of VAT** 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 goods/services in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10percent** of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya National Library Service.

4. We agree to abide by this Tender for a period of **90**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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

(ii) PRICE SCHEDULE FOR SERVICES

Name of tenderer _____ Tender Number _____ Page _____ of _____

SUMMARY OF TENDER PRICE**Site of Works and Price schedule**

No.	STATION	CLEANING SERVICES Monthly Rate Incl VAT Kshs	SANITARY SERVICE Monthly Rate Incl VAT Kshs	GRAND TOTAL AMOUNT Total Per Year Incl VAT Kshs.
1.	Nairobi upper hill			
2.	BuruBuru			
3.	Thika			
4.	Murang'a			
5.	Mombasa			
6.	Nyeri			
7.	Kisumu			
8.	Embu			
9.	Garissa			
10.	Meru			
11.	Kakamega			
12.	Wundanyi			
13.	Laikipia			
14.	Nakuru			
15.	Kericho			
16.	Kisii			
17.	Eldoret			
18.	Kabarnet			
19.	Kibera			
20.	Narok			
21.	Kapsabet			
22.	Karatina			
23.	Chinga			

Signature and stamp of tenderer

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

SECTION G. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of Registration.....

Principal place of Business.....

Power of attorney of signatory of tender.....

1.2 Total annual volume of Services provided in the last two years.

Year	Volume	
	Currency	Value

1.3 Work performed as a Service provider of a similar nature and volume over the last two years. Also list details of services under way or committed, including expected completion date.

Client Name	Name of Client and Contact Person	Type of services provided and year of completion	Value of Contract
.....
.....
.....

1.4 Current Contracts, Names and Addresses.

Name of Property	Contract Dates	Client/Contact Person	Telephone Contact

--	--	--	--

- 1.4 Major items of Equipment and tools proposed for carrying out the Services. List all information requested below.

Item of Equipment	Description, Make and age (Years)	Condition (new, good, poor) and number available	Owned, leased (from whom?) or to be purchased (From whom?)
.....	
.....	
.....	

- 1.5 Qualification and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of Experience (general)	Years of experience in proposed position
Contract Manager			
Site Manager			

- 1.6 Financial reports for the last one year: balance sheets, profit and loss statements, auditor's reports etc. List below and attach copies.

.....

.....

.....

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

.....

.....

.....

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Procuring entity.

.....

.....

- 1.9 Statement of Compliance with the requirements of Clause 1.2 of the Instructions to Tenderers

.....

.....

.....

.....

- 1.10 Proposed program (work method and schedule) for the whole of the Services.

2. Joint Ventures

- 2.1 The preliminary evaluation, mandatory requirement and information listed 1.1-1.10 above shall be provided for each partner of the joint venture.

- 2.2 Attach the power of attorney of the signatory (ies) of the tender authorizing signature of the tender on behalf of the joint venture.

- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- (a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- (b) One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and;
- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full Names of tenderer;

.....

1. Full address of tenderer to which tender correspondence is not to sent
(unless an agent has been appointed below);

.....

2. Telephone number (s) of tenderer;

.....

3. Telex of tenderer;

.....

4. Name of tenderer's representative to be contacted on matters of the tender
During the tender period;

.....

5. Details of tenderer's nominated agent (if any) to receive tender notices.

This is essential if the tenderer does not have his registered address in Kenya(name, address,
telephone, telex);

.....

.....

.....

Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE**FIRMS/COMPANY REGISTRATION AND OWNERSHIP DETAILS****CONFIDENTIAL BUSINESS QUESTIONNAIRE -GENERAL INFORMATION**

Category applied.....

Receipt Number.....(attach copy)

Company name.....

P. O. Box..... Town..... Post code.....

Telephone number(s).....

Fax number(s).....

Email address.....

Physical address

Building..... Floor.....

Plot number..... Door.....

Street.....

Nature of business.....

Certificate of Registration/Incorporation No.....(attach copy)

Trade license No.....(attach copy)

VAT registration No.....(attach copy)

PIN Certificate No.....(attach copy)

Tax compliance certificate.....(attach copy)

Membership to professional body.....(attach certificate)

Contact persons:

Name..... Position.....

Name..... Position.....

COMPANY PROFILE

A. Names of Directors:

1.....Nationality.....

2.....Nationality.....

3.....Nationality.....

4.....Nationality.....

B. Personnel

Number of staff employed.....

Qualifications.....

Level of experience.....

C. Experience

No. of years the company has been in operation.....

Volume of business transacted in the last 5 years.....

Referees:

1.....

2.....

3.....

Scope of clientele - (attach evidence of the clients you are currently serving)

.....
.....
.....

CONT'D 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 address Tel 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.			

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

OTHER PERSONNEL DETAILS:

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ **Designation** _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks, which will be assigned;

.....
.....
.....

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained).

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Full name of staff member:

_____ (Signature of staff member) Date: _____

_____ Full name of authorized representative:

_____ (Signature of authorized representative of the firm) Date: _____

Section H. DECLARATION 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 Tender").....
 KNOW ALL PEOPLE by these presents that WE.....
 of..... having our registered office at (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 and Seal]

Section I. 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 services, viz.,.....[*brief description of services*] and has accepted a tender by the tenderer for the provision of those services in the sum of.....[*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the services 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 services 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 _____

Section J. Performance Security Form

To:
[name of Procuring entity]

WHEREAS*[name of tenderer]*
 (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20..... to
 provide..... *[description of 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]

Section K. Bank Guarantee for Advance Payment

To:[*name of Procuring entity*]

[*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*]

**SECTION L. STATEMENT OF VERIFICATION THAT NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of(name of the Company) who is a Bidder in respect of Quotation Number **No.** To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

SECTION M - SUMMARY OF THE EVALUATION CRITERIA

STAGE 1 MANDATORY REQUIREMENTS FOR PRELIMINARY EVALUATION (documentary proof must be provided)	STAGE 2 TECHNICAL EVALUATION (MAX. 100 POINTS) Documentary Evidence Must be Provided	STAGE 3 FINANCIAL EVALUATION	RECOMMENDATIONS
<p>Preliminary evaluation as per Section D (4.1 i)</p> <p>2. Mandatory requirements as per Section D (4.1 ii)</p> <ol style="list-style-type: none"> 1. Certificate of Company/Firm registration 2. Valid Tax compliance certificate 3. Details of Directorship/Ownership with respective shareholding and citizenship 4. Dully filled Declaration form 5. Proven Physical Location and Address of the company / firm 6. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005. 	<p>a) Personnel (10 Points)</p> <ul style="list-style-type: none"> - Contract Manager to have at least 2years' experience in works of cleaning services (5 points). (Attach detailed CV with relevant work experience) - Site Supervisor for each bided station to have 1 year experience in works of cleaning and sanitary services(5 points). (Attach detailed CV with relevant work experience) <p>b) The Company must have been in existence for a period of at least two (2) years (Attach evidence such as certificate of incorporation)(5 Points)</p> <p>c) Attach a company profile detailing the vision and mission of the company, etc (5 Points)</p> <p>g) Relevant Experience (35 points)</p> <ul style="list-style-type: none"> - Serviced at least three (3) large corporate clients in the two years (25 points). (Attach evidence such as award letters, letters of engagement, contracts etc) 	<p>Price comparisons</p> <p>THE LOWEST EVALUATED TENDER</p>	

	<ul style="list-style-type: none"> - List of current contracts (5 points). - Total monetary value of works for each of the last 2 years (5 points). <p>(Pro-rate for less)</p> <p>h) Machinery, tools & equipment (20 points)</p> <ul style="list-style-type: none"> - A commitment letter from the company on availability of equipment and uniform as listed on page 31. <p>i) Business support (10 points)</p> <ul style="list-style-type: none"> - Insurance cover for workman's compensation cover (5 points) - Appointed bankers & authority to seek references(2 points) - Proof of financial stability (liquidity ratio of 2:1)(3 points) <p>e) At least three (3) reference letters from reputable clients (15 points)</p>		
N.B. All the above requirements must be met to qualify for Technical Evaluation.	N.B. Cut off – 75% to proceed to the Financial Evaluation stage.		