

# REPUBLIC OF KENYA



## NAIROBI CITY COUNTY ASSEMBLY

### OFFICE OF THE CLERK

P. O. BOX 45844 – 00100

NAIROBI, KENYA

TELEPHONE 020 2216151

# NCCASB

## TENDER DOCUMENT

### FOR

**PROVISION OF COMPREHENSIVE OFFICE CLEANING, AND  
GARBAGE COLLECTION SERVICES TO NAIROBI CITY COUNTY  
ASSEMBLY FOR A PERIOD OF TWO YEARS**

**TENDER NO. NCCASB/OT/03/10/2020 - 2021**

**CLOSING DATE AND TIME: MONDAY 26<sup>TH</sup> OCTOBER, 2020 AT 12.00NOON**

**CLERK, NAIROBI CITY COUNTY ASSEMBLY**

**P. O. BOX 45844 – 00100**

**NAIROBI**

## NAIROBI CITY COUNTY ASSEMBLY



P. O. BOX 45844 – 00100, NAIROBI – KENYA

Telephone 020 2216151

Web: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)

### TENDER NOTICE

The Nairobi City County Assembly Service Board invites sealed bids from competent bidders for the following tender: -

TENDER NUMBER	TENDER DESCRIPTION
NCCASB/OT/03/10/2020/2021	Provision of comprehensive office cleaning and garbage collection services to Nairobi City County Assembly for a period of two years

Tender documents with detailed specifications of the required services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of a non-refundable fee of Kshs. 1,000 paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500, OR may be *downloaded free of charge from the Nairobi City County Assembly Service Board's websites: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)* or from the Government tender portal: [www.tenders.go.ke](http://www.tenders.go.ke)

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, **"Tender for Supply /Provision" – "Category Reference/Description"** and be deposited in the tender box situated at **2<sup>nd</sup> Floor, Room 277, City Hall** so as to be received on or before Monday **26<sup>th</sup> October, 2020, 12.00noon**.

Opening of tender documents will take place immediately thereafter at the **Charter Hall, City Hall Building** at **12.00noon** in the presence of the candidates' representatives who choose to be present

Tenders should be addressed to:-

THE CLERK  
NAIROBI CITY COUNTY ASSEMBLY  
P. O. BOX 45844 – 00100,  
NAIROBI – KENYA

## **TABLE OF CONTENTS**

	<b>Page</b>
<b>SECTION I</b>	
<b>INVITATION TO TENDER.....</b>	<b>4</b>
<b>SECTION II</b>	
<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
<b>APPENDIX TO INSTITUTIONS TO TENDER .....</b>	<b>19</b>
<b>SECTION III</b>	
<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>24</b>
<b>SECTION IV</b>	
<b>SPECIAL COND1TIONS OF CONTRACT.....</b>	<b>30</b>
<b>SECTION V</b>	
<b>SCHEDULE OF REQUIREMENTS .....</b>	<b>32</b>
<b>SECTION VI</b>	
<b>PRICE SCHEDULE.....</b>	<b>44</b>
<b>SECTION VII</b>	
<b>STANDARD FORMS.....</b>	<b>45</b>

## SECTION I – INVITATION TO TENDER

Tender REF No: NCCASB/OT/03/10/2020/2021

**TENDER NAME: PROVISION OF COMPREHENSIVE OFFICE CLEANING & GARBAGE COLLECTION & DISPOSAL SERVICES FOR A PERIOD OF TWO (2) YEARS.**

Nairobi City County Assembly Service Board wishes to invite sealed tenders from eligible candidates for the **PROVISION OF COMPREHENSIVE OFFICE CLEANING AND GARBAGE COLLECTION AND DISPOSAL SERVICES, FOR PERIOD OF TWO (2) YEARS.**

Interested eligible candidates may obtain further information from Procurement Office at Nairobi City County Assembly premises during normal working hours. A complete set of tender documents may be obtained by interested candidates from the Nairobi city county assembly's website [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke) or from the Government tender portal: [www.tenders.go.ke](http://www.tenders.go.ke) at no cost.

Bidders who download the tender document are advised to sign a tender register at Procurement Office or email their contact address using the email: [info@nairobiassembly.go.ke](mailto:info@nairobiassembly.go.ke) before the tender closing date

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120** days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in Tender Box at City Hall Building, Second Floor, Room 277 or be addressed to Nairobi City County Assembly Service Board, Box 45844-00100 so as to be received on or before **Monday 26<sup>th</sup> October, 2020 at 12:00 Noon.**

Documents that cannot fit in the Tender Box should be delivered at the Procurement Office and registered with the Procurement Officer. Tenders submitted late will be rejected.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the **Charter Hall.**

Bidders shall visit the site before quoting and are advised that the **site visit meeting will be during normal working hours.**

## SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS	Page
2.1 Eligible Tenderers	
2.2 Cost of tendering .....	6
2.3 Contents of tender documents .....	6
2.4 Clarification of Tender documents .....	7
2.5 Amendments of tender documents.....	8
2.6 Language of tenders .....	8
2.7 Documents comprising the tender .....	8
2.8 Form of tender .....	8
2.9 Tender prices .....	8
2.10 Tender currencies .....	9
2.11 Tenderers eligibility and qualifications .....	9
2.12 Tender security .....	9
2.13 Validity of tenders .....	10
2.14 Format and signing of tenders .....	10
2.15 Sealing and marking of tenders .....	11
2.16 Deadline for submission of tenders .....	11
2.17 Modification and withdrawal of tenders .....	11
2.18 Opening of tenders .....	12
2.19 Clarification of tenders .....	12
2.20 Preliminary Examination .....	13
2.21 Conversion to other currencies .....	13
2.22 Evaluation and comparison of tenders .....	13
2.23 Contacting the Nairobi City County Assembly Service Board .....	14
2.24 Post-qualification .....	15
2.25 Award criteria .....	15
2.26 Procuring entities right to vary quantities .....	16
2.27 Procuring entities right to accept or reject any or all tenders ...	16
2.28 Notification of award .....	17
2.29 Signing of Contract .....	17
2.30 Performance security .....	17
2.31 Corrupt or fraudulent practices .....	18

## **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 Nairobi City County Assembly Service Board employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Nairobi City County Assembly Service Board to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Nairobi City County Assembly Service Board, 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 tender document shall be availed on NCCA website and government tender portal and may be downloaded by those who wish to participate at no cost.

## **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i Instructions to tenderers
  - ii General Conditions of contract
  - iii Special Conditions of Contract
  - iv Schedule of Requirements
  - v Details of service
  - vi Form of tender
  - vii Price schedules
  - viii Contract form

- ix Confidential business questionnaire form
- x Tender security form
- xi Performance security form
- xii Principal's or manufacturers authorization form
- xiii Declaration form

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

## **2.4 Clarification of Tender Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Nairobi City County Assembly Service Board in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. . The Nairobi City County Assembly Service Board will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Nairobi City County Assembly Service Board. 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 Nairobi City County Assembly Service Board shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3. At any time prior to the deadline for submission of tenders, the Nairobi City County Assembly Service Board, 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.
- 2.4.4. 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.
- 2.4.5 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, The Nairobi City County Assembly Service Board, at its discretion, may extend the deadline for the submission of tenders.

## **2.5 Amendment of Tender documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Nairobi City County Assembly Service Board, 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 Nairobi City County Assembly Service Board, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tenders**

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 Nairobi City County Assembly Service Board, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:



2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the Nairobi City County Assembly Service Board within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings as specified in the Appendix to the 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 satisfaction of Nairobi City County Assembly Service Board that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount of 2 per cent of the tender price or as indicated in the mandatory requirements.

2.12.3 The tender security is required to protect the Nairobi City County Assembly Service Board against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Nairobi City County Assembly Service Board as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Nairobi City County Assembly Service Board.

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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Nairobi City County Assembly Service Board 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 26 **or**
  - (ii) to furnish performance security in accordance with paragraph 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 Nairobi City County Assembly Service Board, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Nairobi City County Assembly Service Board as nonresponsive.

2.13.2 In exceptional circumstances, the Nairobi City County Assembly Service Board 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 Tenders

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

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.  
The inner and outer envelopes shall:
- (a) be addressed to the Nairobi City County Assembly Service Board at the address given in the invitation to tender
  - (b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Monday 26<sup>th</sup> October, 2020.**”
- 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 If the outer envelope is not sealed and marked as required by paragraph 2.15.2 the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board at the address specified under paragraph 2.15.1 no later than **Monday 26<sup>th</sup> October, 2020 at 12:00 noon**
- 2.16.2. The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Nairobi City County Assembly Service Board prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 26<sup>th</sup> October, 2020 at 12:00 noon** in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Nairobi City County Assembly Service Board, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board in 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 Nairobi City County Assembly Service Board 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. The Nairobi City County Assembly Service Board 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.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 23, The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.4 If a tender is not substantially responsive, it will be rejected by the Nairobi City County Assembly Service Board and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to other currencies**

- 2.21.1 Where other currencies are used the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

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

## **2.23. Contacting the Nairobi City County Assembly Service Board**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

## **2.24 Post qualification**

2.24.1 In the absence of pre-qualification, The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.24.1 the Nairobi City County Assembly Service Board 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.

## **2.26 Procuring entities right to accept or reject any or all tenders**

2.26.1 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board action. If it determines that

none of the tenderers is responsive; The Nairobi City County Assembly Service Board shall notify each tenderer who submitted a tender.

2.26.2 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.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 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.

2.27.2 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 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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**

2.27.4 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.

### **(c) Procuring entity's Right to Vary quantities**

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



**(d) Procuring Entity's Right to Accept or Reject any or all Tenders**

2.27.6 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

**2.28 Notification of Award**

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 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.

2.29.2 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.

2.29.3 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.

**2.30 Performance Security**

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined 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;

2.31.2 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.

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

## 2.4 APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
2.1	Firms Offering Cleaning Services Registered in Kenya. The Successful tenderer shall provide the services for the period as shall be specified in the contract.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall furnish i) VALID Access to Government Procurement Opportunities Certificate (AGPO) <b>specifically reserved for Women</b> , as part of its tender, ii) Certificate of incorporation, iii) Certificate of tax compliance. iv) Company Profile on the provided business questionnaire, v) Site Visit Report, vi) Two years Bank Statement
2.12	<b>Tender Security: -</b> Tenderers SHALL sign Tender Securing Declaration form.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and registered at the Procurement Office.
2.24	Seven (7) days prior to commencement of the contract, the winning tenderer shall provide evidence of insurance cover for his staff pursuant to Worker Safety and Health Act of 2007. He shall also be required to provide certificate of Good Conduct obtained from CID.
2.24	The evaluation committee shall conduct due diligence on the successful bidder and it shall be based on the documents and the information submitted.
2.30	Performance Security – <b>Not Applicable</b>
2.4	Clarification of tender document - The Nairobi City County Assembly Service Board will respond in writing to any request for clarification of the tender

		documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Nairobi City County Assembly Service Board.
2.4.2		The Nairobi City County Assembly Service Board shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender
Other's necessary	as	Right to award Contract: - The Nairobi City County Assembly Service Board reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

## EVALUATION CRITERIA

### A) MANDATORY REQUIREMENTS (MR)

The following mandatory requirements SHALL be met notwithstanding other requirements in the documents:

NO	REQUIREMENTS	TENDERER'S RESPONSE
MR 1	Provide documentary evidence of the company's Certificate of Incorporation/registration.	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA).	
MR 3	Provide a valid copy of registration certificate of AGPO (Preference and Reservation Certificate) <b>specifically reserved for Women</b> .	
MR 4	Submit a completed company profile using the Confidential Business Questionnaire format attached to this tender document.	
MR 5	Submit duly signed Site Visit Form (Bidders have to visit the site and sign the register).	
MR 6	Certified Two Years Bank Statements	
MR 7	Submit dully signed Tender Security Declaration Form in the format provided.	
MR 8	Submit dully filled form of Tender in the format provided.	
MR 9	Bidders must have their tender documents paginated from the first page in the format 1,2,3,4..... To the last page and annexures attached	
MR 10	Submit dully filled Price Schedule in the format provided.	

**\*Site visit Meeting is scheduled during normal working hours.**

**NOTE:**

Bidders **MUST** meet all the above mandatory requirements to proceed to technical evaluation stage.

**B. TECHNICAL EVALUATION**

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

NO.	Parameters	Max	Score
<b>T1</b>	<b>Qualification and experience of key staff for the job.</b>		
	<p>a) <b>Education</b> (Supervisor)  <b>Documentary Evidence of supervisor's level of education</b>            i) Primary Certificate (3marks)            ii) O' level Certificate (6marks)            iii) Diploma Certificate (8marks)            iv) Degree Certificate (10marks)</p> <p>A supervisor who has got all the qualifications earns a maximum of 10 marks</p>	10	
	<p>b) <b>Experience</b> (Supervisor)  <b>Documentary evidence of the supervisor's experience.</b>            Five years and above for the supervisor will carry 10 marks.            i. 0 – 3 years (2marks)            ii. 3 – 5 years (3 marks)            iii. Over 5 years (10marks)            Maximum marks will be 10 marks</p>	10	
	<p><b>Documentary evidence of other employees</b>            Employee Data in terms of:            i. Proven work Experience as a cleaner (5 marks)            ii. Ability to handle cleaning equipment and machinery (provide a write up of the equipment and machinery used) (5 marks)            iii. Knowledge of cleaning chemicals and supplies (provide a write up of chemicals used) (5 marks)            iv. Familiarity with health and safety regulations (provide a certificate/recommendation) (5 marks)</p>	20	
<b>T2</b>	<b>Firms Experience</b>		
	Reference letters from at least two sites, of similar size and	20	

	<p>standard to the Nairobi City County Assembly premises (<b>Tiled areas of 1716msq, Carpeted areas of 830msq and External areas of 3035msq</b>) with addresses, contacts, and telephone numbers including a statement of the work done for each of the references duly signed by the client. (Provide documentary evidence).</p> <ul style="list-style-type: none"> <li>i. Areas below Assembly's measurements – (10 marks)</li> <li>ii. Areas above Assembly's measurements – (20 marks)</li> </ul>		
T3	<b>Operational Plan</b>		
	Provide a detailed operational plan for six months. (This to include staffing required to undertake particular tasks, sequence and frequency of events and tools to necessary to carry tasks)	10	
T4	<b>Minimum Labor Wage</b>		
	<p>Documentary evidence (Pay roll from at least two current sites) by the bidder on the adherence to minimum wage guidelines for the Cleaners/gardeners as provided by the Ministry of Labour.</p> <p>Below Kshs: 10,000/=5 marks Above Kshs. 10,000/=10 marks.</p>	10	
T5	<b>Equipment and Machinery</b>		
	<p>Availability of equipment for use during cleaning. Provide a list of tools and equipment (e.g. scrubbing, buffing and vacuum cleaner machines, plus assorted cleaning tools) and evidence of ownership of these tools (e.g. purchase receipts).</p> <ul style="list-style-type: none"> <li>i. Scrubbing machine – (5 marks)</li> <li>ii. Buffing machine – (5 marks)</li> <li>iii. Vacuum cleaning machine - (5 marks)</li> <li>iv. Assorted other tools and detergents - (3 marks)</li> <li>v. Miscellaneous tools over and above - (2 marks)</li> </ul>	20	
	<b>Total</b>	<b>100 Marks</b>	

**Technical evaluation Pass mark will be 70 out of 100**

A tender must score a minimum mark of **70%** to qualify for financial evaluation. The Nairobi City County Assembly Service Board will conduct a due diligence on the clients that will have been provided to determine the tenderers capability/capacity to provide the required services.

The due diligence report will comprise assessment of the bidders' ability to perform the work.

The Evaluation Committee shall visit the provided sites by the bidder under evaluation to determine:

1. The bidder's **capacity** to discharge duties of similar nature and magnitude comparable to the Nairobi City County Assembly Service Board.
2. **Quality** of service offered by the bidder shall be established by the Evaluation Committee to previous clients.
3. **Customer Satisfaction** of previous clients.

The Evaluation Committee shall establish the level of **satisfaction** of the previous clients in terms of:

- quality
- timelines
- price
- handling of complain.

#### D. FINANCIAL EVALUATION (PRICE)

Only tenderers who score 70 of the total 100 score on the Technical Evaluation will have their financial proposal evaluated and ranked, with the best ranked having the lowest price will be declared the Lowest Evaluated Tender (LET);

F1	Tender Prices to be ranked from the lowest to the highest		

## SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1 Definitions.....	20
3.2 Application.....	21
3.3 Standards.....	21
3.4 Patent Rights.....	21
3.5 Performance security.....	21
3.6 Inspections and tests.....	22
3.7 Payment.....	23
3.8 Prices.....	23
3.9 Assignment.....	23
3.10 Termination for default.....	23
3.11 Termination for insolvency.....	23
3.12 Termination for convenience.....	23
3.13 Resolution of disputes.....	24
3.14 Governing language.....	24
3.15 Force majeure.....	24
3.16 Applicable law.....	24
3.17 Notices.....	24



### 3.1 Definitions

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

- a) "The contract" means the agreement entered into between Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board under the Contract.
- d) "The Nairobi City County Assembly Service Board" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

The tenderer shall indemnify the Nairobi City County Assembly Service Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.5 Performance Security**

3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board and shall be in the form of:

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

3.5.4 The performance security will be discharged by the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board.

3.6.3 Should any inspected or tested services fail to conform to the specifications, Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board.

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**

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 Nairobi City County Assembly Service Board request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Nairobi City County Assembly Service Board prior written consent.

### **3.10 Termination for Default**

The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Nairobi City County Assembly Service Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board for any excess costs for such similar services.

### **3.11 Termination for insolvency**

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

### **3.12 Termination for convenience**

3.12.1 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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, Nairobi City County Assembly Service Board may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The Nairobi City County Assembly Service Board and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

The 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

### 4.1. Must submit copies of the following documents

- a) All workers to be engaged in the provision of services must be of high integrity and must have a valid certificate of Good Conduct obtained from CID, Kenya Police.
- b) Prior to signing the contract, the successful Tenderer must submit to NCCA a copy of a Valid Insurance Cover for all workers to be engaged in the provision of the cleaning services to NCCA.
- c) Statement of occupational, safety and health policy of the tenderer.
- d) Statement by tenderer on adherence to the Labour Laws.
- e) Evidence of (b) and (c).

All workers engaged to work for the Nairobi City County Assembly Service Board shall be paid above the minimum Nairobi labour wages.

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

Reference	Special conditions of contract
2.30	Performance Security <b>Not Applicable</b>
3.3.1	<p>The standard of services provided under this contract shall conform to Section V of the contract or more specifically to the service description, method, frequency and outcome specifications or any other guideline that may be given by the procuring entity. The Contractor shall, in performance of its duties, use the standard of equipment, tools, chemicals and materials which shall conform to samples that will have been shown to the Contractor by the Nairobi City County Assembly Service Board.</p> <p>PROVIDED that, in performance of its duties under this contract, where the Contractor fails to provide any of the items specified under Section V, the Nairobi City County Assembly Service Board may procure the same and charge the cost of purchase to the Contractor.</p>
3.7.3	<p>Seven (7) days prior to commencement of this contract, the contractor shall, upon issuing a seven (7) days' notice to the Nairobi City County Assembly Service Board, perform as follows:</p> <ul style="list-style-type: none"> <li>a. Assemble within the compound of the Nairobi City County Assembly Service Board, all equipment, tools and chemicals or materials specified in Section IV (C) (b) (1) (2) for inspection and approval.</li> <li>b. Deliver to the Nairobi City County Assembly Service Board a schedule of staff intended for deployment at the compound of the Nairobi City</li> </ul>

	County Assembly Service Board and such schedule shall state accurately the Full Names, Conduct Status , Identity Card, passport size photograph, Amount of Monthly Wages and both Academic and Professional Qualification of every staff of the Contractor.
3.8	Payment of the contract price will be made to the contractor after receipt of invoice by the Nairobi City County Assembly Service Board from the Contractor and payment shall be subject to verification of services provided during the month for which payment is sought. The Nairobi City County Assembly Service Board shall appoint an inspection and acceptance committee which will verify the services provided during each month and, if satisfied with the standard of service provided the committee shall issue a certificate to that effect. The committee may also issue a qualified inspection certificate where the standards or quality of service is below the Nairobi City County Assembly Service Board standard
3.9	Price adjustments shall not be allowed during the period of this contract.
3.10	<p>The Nairobi City County Assembly Service Board may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate this contract in whole or in part:</p> <p>d) If the tenderer fails to provide any or all of the services in conformity to Section V of the contract or more specifically to the description of services, standards, methods, frequency and outcome specifications or fails to perform any other obligation under this contract.</p> <p>Provided that, prior to termination, the Nairobi City County Assembly Service Board will have issued a notice of intention to terminate and the Contractor will have failed to rectify the fault to the satisfaction of Nairobi City County Assembly Service Board within 14 days.</p>
3.12	This contract shall terminate automatically upon the contractor becoming bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not affect any right of action or remedy, which has accrued or will accrue thereafter to the Nairobi City County Assembly Service Board.
3.14	In case of disputes arising from the interpretation and execution of any clause of this contract both parties shall seek arbitration in accordance with the Arbitration Act (Cap 49) Laws of Kenya.
3.17	The contract shall be governed by the laws of Kenya
N/B	Failure to comply with requirements 3.7.3 (a) and (b) above shall be subject to Special Condition 3.10.

## SECTION V: SCHEDULE OF REQUIREMENTS

### i. SOPE OF WORK

S/n	Floor Surface	Location	Square Meter
1	Un Polished Tiles	Corridors behind the Chamber	36 Sq. M
2	Polished Tiles	First Floor Corridors	93.5 Sq. M
3	Polished Tiles	Lobby area near the Speaker's office	16 Sq. M
4	Polished Tiles	Lobby to Charter Hall	14Sq. M
5	Polished Tiles	Second Floor Corridor	123 Sq. M
6	Polished Tiles	Third Floor offices and corridor	393 Sq. M
7	Polished Tiles	Stair case to Accounts office	7 Sq. M
8	Polished Tiles	Committee Rooms basement	1400 Sq. M
9	Un Polished Tiles	Corridor to the Upstairs room behind the chambers	6 Sq. M
10	Carpet	Main Chambers	395 Sq. M
11	Carpet	Office Right behind where the Speaker sits.	120 Sq. M
12	Un Polished Tiles	Public Gallery	168 Sq. M
13	Un Polished Tiles	The Upper office room behind the Speaker's seat	17 Sq. M
14	Un Polished Tiles	Ground Floor Lobby Area	241 Sq. M
15	Un Polished Tiles	First Floor Lobby area	179Sq. M
16	Carpet	Hansards' Room	41 Sq. M
17	Polished Tiles	Stair case outside the main door of the Chambers	25 Sq. M
18	Tiles	Toilet and Urinals	No.
19	Blinds	Standard Blinds	No.
20	Glass	Windows	Size.
21	Painted Cement	Window seals	Size

Total Carpeted Area – 555 Sq. M

Total Un Polished Area – 647 Sq. M



Total Polished Tiles Area – 2071 Sq. M

ii. **REQUIREMENTS**

**The contractor shall undertake the following:**

1.0 Garbage collection as specified

2.0 Cleaning as specified

- Compound cleaning around the chamber and Charter Hall plus the scrubbing of garden walkways and also picking the trash at the garden on daily basis.
- Daily Cleaning of staircases in all the Assembly and on need basis.
- Daily Cleaning of 1<sup>st</sup> , 2<sup>nd</sup> & 3<sup>rd</sup> floor corridors and on need basis.
- Daily Cleaning of all the lobbies (foyers) in the Assembly and on need basis.
- Thorough cleaning of all offices once a month.
- Daily cleaning of all committee rooms
- Cleaning and hoofing the Speaker's, the leaders of majority and minority parties' offices monthly.
- Monthly Cleaning of the entire charter hall plus all its staircases and the public gallery.
- Monthly Cleaning of entire chamber including all the carpeted rooms and on need basis and cleaning the seats with the furniture cream.
- Daily cleaning of the outside staircase to the Chamber.
- Daily cleaning of the pavement facing the Wabera Street and City Hall Way.
- Wednesdays to Fridays hoofing of the chamber carpet and dusting of the seats.
- Weekly (on Mondays) vacuum cleaning with shampoo of the carpeted areas in the chamber and cleaning of the public gallery.
- Weekly dusting of chamber's walls.
- Daily cleaning of the both ladies and gents in the chamber
- Daily cleaning of the 2<sup>nd</sup> floor washrooms and the urinal.  
**(All the toilets should have stationed cleaner(s) throughout during normal working Days-Monday-Friday)**
- Unblocking, and cleaning of all drainages in the Garden.
- Monthly cleaning of the windows in the Assembly.
- Monthly dusting of all glassed walls in Charter Hall.
- Daily cleaning of the Glassed walls in both foyers of the chamber.

- Daily cleaning of the County Assembly Offices
- Washing of the standard blinds twice a year.
- Monthly dusting of all the walls and removing the grit on all the corridors' skirting.
- Monthly tending of the Assembly Garden.
- And any area that you are called upon to clean.

### **Cleaning Staffing**

- Bring an adequate no of staff of cleaners and two supervisors to do cleaning duties and the no. of staff may be increased as need arises to cope with the work.
- The Assembly reserves the right of sending away any contractor's staff who behaves in a manner not acceptable by the Assembly.
- The supervisors should have at least 3 years' experience in cleaning.
- Ensure the staffs are properly identifiable and presentable i.e. badges and uniforms.
- Copies of valid certificate of good conduct and 2 passport photos.
- Staff should have minimum 2 pairs of uniforms and rain coats.
- Only white round neck T. Shirts can be worn inside.
- Staff should be in flat black leather shoes or gumboots when necessary.
- Personal hygiene of staff is very important; they should be clean and presentable all the time.
- The recommended and generally accepted safety, health and occupational measures for the staff should be complied with.
- The staff should be of high integrity and with the relevant testimonials
- The contractor is expected to provide adequate equipment for use during cleaning.
- The contractor is expected to bring in his or her own detergents subject to approval by the Assembly.
- The cleaning supervisor shall randomly inspect detergents before use in the Assembly.
- The contractor is to provide for insurance cover for all workers (documentary proof shall be required before signing of the contract.

Work may at times necessitate working beyond the official hours as may be directed by the Assembly's management.

## **WORKING HOURS**

Monday to Friday's 6.00 am. to 6.00 p.m.

Saturday's 8.00 am. to 5.00 p.m..

Sunday and public holidays 8.00 am. to 4.00 p.m.

(Note that the weekends depend on the time the work is completed.)

### **1. Time Schedule – from 6.30 am**

- Boardroom
- Lobbies or foyers
- All washrooms
- Stair cases
- Corridors
- Adjacent areas
- Offices

### **2. Time schedule– from 7.30 am**

- Glassed walls
- Walls
- Hoofing and dusting of seats in the chamber.

### **3. Time Schedule – from 8.00 am**

- Dusting of all seats and the walls plus the skirting...
- Cleaning around pavement on the compound between the Charter hall and the Chamber.
- Adjacent areas
- Cleaning of the Committee Rooms

### **4. Time Schedule - 8.30 am**

- The picking of the liter in the Assembly Garden and scrubbing of the walkways and also cleaning the drainage.
- Cleaning of the entire pavement facing Charlies Bistro and High court.

**(The rest of the areas are done on monthly basis)**

### **Important**

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

### **Cleaning Instructions**

1. Completely drench the glass with clean water to loosen any residues, deposits or dirt.
2. Spray one of the recommended cleaning products (mentioned above) onto the glass surface.
3. Immediately remove the cleaning solution with either a squeegee or a lint free cloth.
4. Any stubborn dirt should be lightly sponged off, being careful not to scratch the glass.
5. All traces of water and cleaning solution must be removed from the glass, window frames as well as any sealant or gaskets present.

### **CLEANING PERFORMANCE STANDARDS OF ALL AREAS,**

1. Lobby and entrance floors to be clean and free of dirt and there should be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
2. Gums and other sticky substance should be removed from the area.
3. Grills and woodwork should be dust-free after dusting.
4. There will not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.

### **Polishing and Wall Spotting**

5. Doorknobs push bars, kick plates, railings, doors and other surfaces should be cleaned and polished to an acceptable luster.
6. Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kinds.

### **Mopping**

7. Lobby and entrance doors should be free of loose and/or caked dirt

8. Particles should not be present on overall appearance of cleanliness after the mopping operation.
9. Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
10. All surfaces should be dry and the corners clean after mopping and

### **Trash Removal**

11. All wastepaper baskets will be empty and in place, clean and ready for use.
12. Liners will be inserted as required.
13. Sweeping or Vacuum Cleaning
14. There will not be any dirt left in corners, under furniture, or behind doors.
15. Baseboards, furniture, and equipment will not be disfigured or damaged during the cleaning operation.
16. There will not be any dirt left where sweepings were picked up.
17. Furniture and equipment moved during sweeping will be replaced.
18. There will be no trash or foreign matter under desks, tables, or chairs.

### **Dusting**

1. There will not be any dust streaks on desks or other office equipment.
2. Woodwork, after being properly dusted, will appear bright.
3. Corners and crevices will be free from any dust.
4. There will not be any oily spots or smudges on walls, caused by touching
5. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.

The following is a detailed description of services, target areas where services are required, the timelines, the frequencies, the standards and the post-service outcomes in respect of cleaning.

## **CLEANING SERVICES, AREAS, FREQUENCY, METHODS AND OUTCOME**

### **STRIPPING- TO BE DONE ONCE A MONTH OR WHEN NEED ARISES**

Stripping means carrying out the following tasks on floors and walls of offices, toilets, stairways, corridors, reception areas and other areas within the Assembly.

- a. Always put warning signs when cleaning and remove after cleaning. (Warning signs shall be provided by the Service Provider).
- b. Staff must be in protective gear such as gloves, gumboots, masks etc
- c. Open all windows in the room
- d. Cleaning of light fixtures with a damp cloth to remove dust and stains
- e. Wiping and cleaning of all curtain boxes with a wet cloth and water and drying them
- f. Cleaning of all wooden partitions with a wooden cleaner and polishing it with a wood polish as per sample.
- g. Cleaning of all window grills, window panes and windows frames with a window cleaner as per sample
- h. Cleaning of walls to remove stains
- i. Remove or Move furniture from the rooms to allow cleaning
- j. Clean the furniture before returning to the room
- k. Sweep the floor to remove all litter and dust on the floor
- l. Remove any visible stains on the floor
- m. Soak the floor with a mixture of water and super stripper.
- n. Leave it for 10 minutes to soak.
- o. Scrub the floor with a scrubbing machine and a black pad .
- p. Use steel wool to scrub the corners, skirting and along the wall where machine can't reach.
- q. Remove the water using a sucking machine.
- r. 1<sup>st</sup> Rinse with clean water and remove the water using a sucking machine.
- s. Check and confirm that there are no stains on the floor, if there are, scrub again to ensure stains are removed.
- t. Rinse the floor a 2<sup>nd</sup> time and remove the water using a sucking machine.

- u. Confirm that there are no stains and if any remove by hand scrubbing using steel wool and stripper.
- v. Clean the skirting to remove the stripper that spilt during cleaning.
- w. Rinse the floor the 3<sup>rd</sup> and final time, remove the water using a sucking machine and leave it for 30 minutes to dry.

#### **OFFICES- TO BE MONTHLY CLEANED DURING WEEKENDS**

##### **a) Stripping of offices**

#### **CLEANING OF CARPETED AREAS- TO BE SHAMPOO CLEANED ONCE A WEEK**

- (a)** Vacuum clean the room daily using a vacuum cleaner.
- (b)** Extraction and shampooing of carpet on a weekly basis.

#### **MONTHLY CLEANING**

will be done every Saturday following stripping procedures above Thorough vacuuming and cleaning of all carpeted areas and dusting of the seats using furniture cleaner as per our sample. (Leadership offices and the chamber)

#### **DAILY CLEANING OF CERAMIC FLOORS(tiles)**

- (a) Sweep the floor with a soft broom or feather duster.
- (b) Clean all furniture in the room with a damp cloth. .
- (c) Clean all partitions and walls to remove stains.
- (d) Mop the floor with water and soap.
- (e) Remove stubborn stains using a scrubbing machine and black pad.
- (f) Rinse the floor with clean water. Remove water using a sucking machine.
- (g) Rinse a second time with clean water. Remove water using a sucking machine.
- (h) Allow the floor to dry for 30 minutes.
- (i) Arrange the furniture in the room.
- (j) Empty, clean and dress all dustbins with a liner bag.
- (k) All areas with ceramic floors to be manned through the day and if need be can be cleaned twice a day.

**INTENSE CLEANING OF ALL WASHROOMS IN THE ASSEMBLY. THIS SHOULD BE DONE DAILY BY 7:30AM AND MANNED THROUGH OUT THE DAY**

- (a) Put warning signs (to be provided by the Contractor) when cleaning and remove after cleaning.
- (b) Sweep the floor with a soft broom (as per sample), collect any litter and place in dustbin.
- (c) Scrub the floor with a scrubbing machine, stripper and a black pad as per sample.
- (d) If need be use a hand brush to scrub corners and along the wall and skirting.
- (e) Clear waste outlets and channels.
- (f) Flush toilets, lower water level with a toilet brush.
- (g) Apply cleaning solution and detergents. Allow sufficient contact time at least 10 minutes or as appropriate.
- (h) Work from top to bottom.
- (i) Use a cleaner disinfectant, wash, rinse and wipe dry all sanitary appliances.
- (j) Pay special attention to problem areas eg leakages, blockages, cracked fittings etc and immediately report to the Assembly.
- (k) Use scouring pads (as per sample) to scrub the toilet basins, sinks, taps, walls, corners, skirting and along the wall where the machine cannot reach.
- (l) Remove the water using a sucking machine.
- (m) Rinse with clean water and remove the water using a sucking machine.
- (n) Check and confirm that there are no stains on the floor, if there are, scrub again.
- (o) Rinse the floor with clean water a second time and remove the water using a sucking machine.
- (p) Dry the floor with a clean dry mop.
- (q) Remove any marks from walls, partitions and wipe and disinfect all fittings.



- (r) Scrub, brush and disinfect the inside and outside toilet bowls, under the rim, toilet seat, toilet cover and flush.
- (s) Clean all the mirrors and light fixtures in the washroom.
- (t) Install automated air fresheners in all washrooms and replenish them twice a month (sample to be approved by the Assembly).
- (u) Replenishing of tissue, hand washing cream and air fresheners and toilet balls.
- (v) Empty, clean and dress dustbins with liner bags (as per sample).
- (w) All washrooms should be manned continuously through the room.

**WASHING ALL FLOORS, WINDOWS, GLASS PARTITIONS, DOORS, RAILS,  
PILLARS AND WALLS IN THE STAIRWAYS OF THE ASSEMBLY–  
DAILY**

- a) Put warning signs before commencement of cleaning and remove after cleaning.
- b) Dust all windowsills and ceiling cornices.
- c) Remove cobwebs using appropriate equipment.
- d) Dust the walls and remove stains using a damp cloth and soap.
- e) Clean stair rail with a wet cloth and soap.
- f) Clean all fire extinguishers along the stairs and wooden partitions.
- g) Sweep all stairs and landings.
- h) Clean the skirting with a damp cloth.
- i) Mop stairs and landings using water and soap as appropriate.
- j) Remove stains on the stairs using scrubbing machine as appropriate.
- k) Stairs and corridors should be manned and cleaned throughout the day

**EQUIPMENT AND MATERIALS**

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

## **GUARANTEED OUTCOME UPON COMPLETION OF CLEANING TASK**

- a. After cleaning, all surfaces shall be free from litter, debris, dust and any foreign matter.
- b. After cleaning, all surfaces shall have a uniform appearance, be dry, free from spillages, removable stains, superficial marks and loose debris.
- c. After scrubbing, the surface shall be dry and free from stubborn stains, spillages, ingrained dirt, scuffmarks, and debris and have a uniform appearance.
- d. After dusting, the surface shall be free from visible loose debris, dust and cobwebs.
- e. After Damp wipe/Spot wash the surface shall be free from debris, dust, cobwebs and stubborn stains.
- f. After wiping and washing the fixtures and fittings shall have a uniform appearance, be dry, be free from debris, dust, cobwebs and removable stains.
- g. After polishing, the surfaces shall be dry and free from stubborn stains, spillages, debris and should have a bright even sheen.
- h. After damp wiping and washing of sanitary fittings, the surface should be free from odour, debris, dust, removable stains, oils and fluids and dry, free and shall have a uniform appearance.
- i. Drainages shall be free of debris, blockages, algae, bad odour, stagnant water, rodents and vermin.
- j. Skip areas shall be free of flies, foul odour, litter, stagnant water, leakages, blockages and any stains.
- k. The Assembly shall be a litter free zone.
- l. Louvers, windows and window panes shall be free of dust and stains.
- m. Floor corners, door frames, socket covers, walls, rails, skirting, shall be free from debris, dust, cobwebs and stubborn stains.
- n. Dustbins shall be emptied, cleaned and lined with fresh clean bags daily.
- o. All washrooms shall be dry, clean, free of foul smell, stainless, dust free and have stain free toilet bowls, toilet seats, toilet covers, sinks, flush handles, door handles, hand driers, tissue dispensers, dustbins, door handles, partitions and walls.
- p. Pavements and walkways shall be free of debris, litter, l, soil and mud
- q. The Service Provider, its employees and agents shall, while carrying out their duties under the Contract, exercise caution and utmost care not to break, damage or deface any Assembly property.
- r. The Contractor shall guide and advise the Assembly on efficient environmental friendly garbage management techniques.

## **STAFFING**

The Service Provider shall ensure that the staff posted in the Assembly is of unquestionable integrity and character and that the levels or categories, grades and

qualifications of such staff are maintained at all times. The Service provider shall particularly ensure the following:

- s. An adequate no of staff and two supervisors
- t. The supervisors should have at least KSCE certificate, 2 years relevant work experience and Certificate in Housekeeping.
- u. All staff should be fluent in English and Kiswahili.
- v. Ensure the staff is properly identifiable by uniforms at all times.
- w. Staff shall, at all times while within or outside the Assembly premises, be clean and in well maintained uniforms in order to preserve the values and good image of the Assembly taking cognizance of the fact that the Assembly hosts high level functions.
- x. The Client reserves the right to bar entry or request immediate removal of any staff member of the Service Provider who in the opinion of the Client, is improperly dressed or misbehaved and therefore not desirable. The Contractor shall arrange to immediately replace the staff so removed and advise the Assembly of its action accordingly and in reasonable time.
- y. The Service Provider shall inform the Client of any staff movement and rotations prior to effecting such movements and rotations.
- z. Staff shall have presentable footwear for use around indoor areas and gumboots for use around wet areas.
- aa. The legal and generally accepted safety, health and occupational standards and measures for the staff should be complied with.
- bb. The Service Provider shall bring adequate number of staff to perform its contractual obligation and where the Client deems the staff is inadequate, it reserves the right to request for additional staff.
- cc. The staff shall be of high moral integrity and with the relevant testimonials'
- dd. The Service Provider shall provide staff with protective clothing including rain coats (when necessary) gum boots, hand gloves, face masks and other clothing recommended by the Labor Laws.
- ee. Working hours shall be as follows:
  - i. All areas from Monday to Sunday - 6:00 am -5:30 pm

## SECTION VI PRICE SCHEDULE

Prices shall be inclusive of all Government taxes and claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

Prices to be quoted for the six categories of the cleaning areas as per the Schedule of Requirements in Section V as summarized in the table below:

NO.	ITEM AND SPECIFICATIONS	MONTHLY COST (KSHS.)	TOTAL COST (For 2yrs) (KSHS.)	REMARKS
1	New Assembly Chambers			
2	Corridors and Staircases			
3	Charter Hall			
4	Assembly Offices			
5	Committee Room Basement			
6	Washrooms			
7	Exterior/Compound			
	Add 14% VAT			
TOTAL COST IN KSHS.				

Signature of tenderer \_\_\_\_\_

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

## **SECTION VII: STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security Declaration form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Form RB1

## FORM OF TENDER

Date \_\_\_\_\_  
Tender  
No. \_\_\_\_\_

To.....

.....

[Name and address of The Nairobi City County Assembly Service Board]

Gentlemen and/or Ladies:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_20\_\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “. The Nairobi City County Assembly Service Board”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS . The Nairobi City County Assembly Service Board 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 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 Nairobi City County Assembly Service Board Notification of Award.
3. In consideration of the payments to be made by . The Nairobi City County Assembly Service Board to the tenderer as hereinafter mentioned, the tenderer hereby covenants with . The Nairobi City County Assembly Service Board to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board) Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<b>Part 1 General</b>				
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				
.....				
.....				
<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full.....Age.....				
Nationality.....Country of Origin.....				
Citizenship details				
.....				
<b>Part 2 (b) – Partnership</b>				
Given details of partners as follows				
Name	Nationality	Citizenship details	Shares	
1.				
.....				
..... 2.				
.....				
..... 3.				
.....				
.....				
4. ....				

	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table><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>.....</td><td></td><td></td><td></td></tr><tr><td>..... 2.</td><td></td><td></td><td></td></tr><tr><td>.....</td><td></td><td></td><td></td></tr><tr><td>..... 3.</td><td></td><td></td><td></td></tr><tr><td>.....</td><td></td><td></td><td></td></tr><tr><td>.....</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>Date.....Signature of Candidate.....</p>																																				

## TENDER SECURING DECLARATION FORM

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

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

Tender No.....

To:

Nairobi City County  
Assembly P.O Box  
15653-00503  
NAIROBI

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

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

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

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

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

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

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

## PERFORMANCE SECURITY FORM

To: .....

[name of The Nairobi City County Assembly Service Board]

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 as 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 )*

**FORM RB 1**  
**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*The Nairobi City County Assembly Service Board*)

Request for review of the decision of the..... (*Name of . The Nairobi City County Assembly Service Board*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**