KENYATTA UNIVERSITY


RECESSION TENDER FOR PROVISION OF FOOD SERVICES IN HOSTELS OF KENYATTA UNIVERSITY

CLOSING DATE: FRIDAY 16TH AUGUST, 2019 AT 10:00AM.
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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/020/CS-NH/2019-2020

TENDER NAME: RESTRICTED TENDER FOR PROVISION OF CLEANING SERVICES AT NYAYO HOSTELS- KENYATTA UNIVERSITY MAIN CAMPUS R

1.1 Kenyatta University invites sealed tenders from Youth, Women and PWDS registered companies licensed in the tendered field-provision of cleaning services.

1.2 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University – Procurement Department Central Administration Block Ground floor) or be addressed to (Kenyatta University P.O. Box 43844 – 00100 GPO Nairobi) so as to be received on or before Friday 16th August, 2019 at 10.00 am.

1.3 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (Kenyatta University - Boardroom).

1.4 Site visit (not mandatory) shall be on Tuesday 13th August, 2019 at 10.00 am.
# SECTION II: INSTRUCTION TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

2.1.1. This Invitation to tender is restricted to Youth, Women and PWDS registered companies eligible as described in the invitation for tenders. 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. Kenyatta University’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenyatta University 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 Kenyatta University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 Kenyatta University shall allow the tenderer to review the tender document free of charge before purchase.

2.3 CONTENTS OF TENDER DOCUMENTS

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Details of service
   v) Schedule of Requirements
   vi) Form of tender
   vii) Price schedules
   viii) Confidential business questionnaire form
   ix) Tender Securing Declaration Form

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

2.4.1. A prospective candidate making inquiries of the tender document may notify Kenyatta University in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. Kenyatta University 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 University. Written copies of the University’s 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. Kenyatta University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 AMENDMENT OF DOCUMENTS

2.5.1. At any time prior to the deadline for submission of tenders, Kenyatta University, 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, Kenyatta University, at its discretion, may extend the deadline for the submission of tenders.

2.6 LANGUAGE OF TENDER

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenyatta University, 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 Kenyatta University within 30 days of receiving the request.

2.10 TENDER CURRENCIES

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

2.11 TENDERERS ELIGIBILITY AND QUALIFICATIONS.

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

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

2.12 TENDER SECURITY

2.12.1 The tenderer shall furnish, as part of its tender, the tenderer shall complete Bid Securing Declaration Form Attached.

2.12.2 The tender security is required to protect Kenyatta University against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.
2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenyatta University as non-responsive, pursuant to paragraph 2.20.

2.12.5 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 Kenyatta University.

2.12.6 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by Kenyatta University on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 or
(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 VALIDITY OF TENDERS

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by Kenyatta University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

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

2.14 FORMAT AND SIGNING OF TENDER

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

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

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

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
(a) be addressed to Kenyatta University 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, Friday16th August, 2019 at 10.00 am.

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, Kenyatta University 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 Kenyatta University at the address specified under paragraph 2.15.2 no later than Friday16th August, 2019 at 10.00 am.

2.16.2 Kenyatta University 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 university 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 Procurement department Central Administration Complex, Ground floor 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 Kenyatta University 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 Kenyatta University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Kenyatta University 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 Kenyatta University will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Friday 16th August, 2019 at 10.00 am.** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kenyatta University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Kenyatta University 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 Kenyatta University 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 Kenyatta University in its 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 Kenyatta University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Kenyatta University may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenyatta University 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. Kenyatta University’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Kenyatta University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
2.21 CONVERSION TO A SINGLE CURRENCY

2.21.1 Where other currencies are used, Kenyatta University 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 Kenyatta University 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 Kenyatta University’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

   (a) Operational plan proposed in the tender;

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

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

   (a) Operational Plan.

       Kenyatta University 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 University’s required delivery time will be treated as non-responsive and rejected.

   (b) Deviation in payment schedule.

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

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

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

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

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

   (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
(d) Shall not be debarred from participating in public procurement.

2.23. CONTACTING KENYATTA UNIVERSITY

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Kenyatta University in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer’s tender.

2.24 AWARD OF CONTRACT

a) Post qualification

2.24.1 In the absence of pre-qualification, Kenyatta University 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 tenderer’s qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Kenyatta University deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

b) Award Criteria

2.24.1 Kenyatta University 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 after a due diligence is conducted to ascertain their capability and capacity.

2.24.2: Kenyatta University 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 University’s action. If the University determines that none of the tenderers is responsive, University shall notify each tenderer who submitted a tender.

2.24.3: 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.

(c) Kenyatta University’s Right to Vary quantities

2.24.4: Kenyatta University 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) Kenyatta University’s Right to accept or Reject any or all Tenders
2.24.5: Kenyatta University 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 Kenyatta University’s action.

2.25 NOTIFICATION OF AWARD

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

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

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, Kenyatta University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 SIGNING OF CONTRACT

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

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

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

2.27 PERFORMANCE SECURITY

2.27.1 Within thirty (30) days of the receipt of notification of award from Kenyatta University, 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 University.

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

2.28 CORRUPT OR FRAUDULENT PRACTICES

2.28.1 Kenyatta University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 Kenyatta University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the
contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO 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.

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<td>All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked</td>
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**NOTE:**

- **Bidders who need to have a site visit can come to Procurement office Room No.6 on Tuesday 13th August, 2019 at 10.00 am**

- 15 -
EVALUATION CRITERIA – FOR AGPO REGISTERED TARGET GROUP: YOUTH, WOMEN AND PERSONS WITH DISABILITY ONLY

<table>
<thead>
<tr>
<th>S/N</th>
<th>ZONES</th>
<th>NUMBER OF PROPOSED EMPLOYEES</th>
<th>RATE PER EMPLOYEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Nyayo Hostels (1-6)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All employees must be paid minimum government wage. Bidders who pay below the minimum wage shall have their contracts terminated.
SECTION III: GENERAL CONDITIONS OF CONTRACT

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<td>Application</td>
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<td>Patent Rights</td>
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<td>20</td>
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<td>Governing language</td>
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<td>3.16</td>
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<td>21</td>
</tr>
<tr>
<td>3.17</td>
<td>Applicable law</td>
<td>21</td>
</tr>
<tr>
<td>3.18</td>
<td>Notices</td>
<td>21</td>
</tr>
</tbody>
</table>
3.1 DEFINITION OF TERMS
In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor” means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 APPLICATION
These General Conditions shall apply to the extent that they are not superseded 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: USE OF CONTRACT DOCUMENTS AND INFORMATION

3.4.1 The Contractor shall not, without Kenyatta University’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 University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without Kenyatta University’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Kenyatta University and shall be returned (all copies) to The University on completion of the contract’s or performance under the Contract if so required by The University.
3.5  **PATENT RIGHT’S**
The tenderer shall indemnify Kenyatta University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6  **PERFORMANCE SECURITY**

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

3.6.2 The proceeds of the performance security shall be payable to Kenyatta University as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenyatta University and shall be in the form of a bank guarantee.

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

3.7  **INSPECTIONS AND TESTS**

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Kenyatta University 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 University.

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

3.8  **PAYMENT**

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

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the University’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties. The prices quoted MUST be inclusive of net and all government taxes.

3.10 ASSIGNMENT

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

3.10 TERMINATION FOR DEFAULT

Kenyatta University 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 University.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of Kenyatta University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kenyatta University 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 University for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

3.13.1 Kenyatta University 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 University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Kenyatta University may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.
3.14 **RESOLUTION OF DISPUTES**

Kenyatta University and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 **GOVERNING LANGUAGE**

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

3.16 **FORCE MAJEURE**

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

3.17 **APPLICABLE LAW.**

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

3.18 **NOTICES**

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

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

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

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8: Payment</td>
<td>Within 30 days on receipt of invoice</td>
</tr>
<tr>
<td>3.14: Resolution of Disputes</td>
<td>Arbitration to be considered before litigation</td>
</tr>
<tr>
<td>3.17: Applicable Law</td>
<td>Laws of Kenya</td>
</tr>
<tr>
<td>3.18: Notices</td>
<td>Kenyatta University</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43844 – 00100 GPO NRB.</td>
</tr>
<tr>
<td></td>
<td>EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a></td>
</tr>
</tbody>
</table>
## SECTION V: SCHEDULE OF REQUIREMENTS/PRICE SCHEDULE (SEE PICTORIAL REPRESENTATION OF THE ZONES ON APPENDIX 1-IX)

<table>
<thead>
<tr>
<th>Zone</th>
<th>AREA M²</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Nyayo 1 - 6 Hostels</td>
<td>5001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**To Note**
- Minimum number of cleaners required is thirty three (33). A minimum of three (3) cleaners are required to work at Night.
- That wash rooms should be washed continuously throughout the day.
- Bidders are advised to visit the site for viewing and assessment of the services required before filling in their tender documents.
- That the square metre area indicated above is for guidance and the University will not take responsibility for their inaccuracies in case of small deviations.
- The successful bidder will provide all the sanitary requirements i.e. cleaning detergents, urinal balls and cleaning materials. The winning bidder will be required to give a sample of all the sanitary to be used.
- Service provider will be solely responsible for any damage, loss and or theft of any item(s) by their staff during execution of the contract if adduced that the damage, loss and or theft arose due to negligence on their side.
SCOPE OF WORK FOR THE NYAYO HOSTELS

PART A

DUTIES OF CLEANING STAFF

1. Cleaning of washrooms, corridors and other common areas eg TV rooms and compound.
2. Removing trash from hostels and collecting litter around the hostel
3. Ensure all water storage containers are filled with water at all times
4. Maintain all cleaning material and equipment
5. Report any emergency maintenance work in the washrooms and public areas
6. Ensure security in their area of duty by reporting strangers and unusual happenings in the hostel and in their areas of cleaning.
7. Report any replacement of items in their working area
8. Provide any necessary information related to water shortage that may occur when they are on duty
9. Provide emergency cleaning such as when there is a leakage or burst pipe or spilt water on the floor
10. Ensure floors are always dry to prevent risk of fall and injuries among students and staff

PART B:

SPECIFICATION OF CLEANING DUTIES

(I) FREQUENCY OF CLEANING

NB:
1. The major cleaning is done **twice a day** in the morning and afternoon with several touch ups depending on traffic and emergencies arising.

2. The first round of major cleaning should begin not later than 8 am and not earlier than 7am to allow students time to take their morning showers. It should be completed by latest **12 noon** to avoid complaints of delayed cleaning by students. It should begin with some basic first aid of touching up all areas before embarking on the thorough cleaning to ensure that no area is severely bad for too long.

3. The second round of cleaning should be done in the afternoon after lunch about 2.30 pm.

4. The final touch up should be done at 4.30 pm before staff leave for the day

(II): CLEANING SCHEDULES

8.30 am Staff report on duty.
8.00-8.30 am Basic ‘first aid’ /touch up of all areas, (emptying of dustbins, flushing Toilets, and wiping any water on floors, removing excess dirt or mud
8:30 am to 9:30 am Cleaning of common areas like stairs, TV rooms & corridors in order to give Students time to use the bathrooms.
9:30 – 12:30 -Thorough cleaning the washrooms
-Cleaning of windows
-Cleaning of walls and other surfaces in the bathrooms
2:00pm – 4:00pm -Second cleaning of washrooms
-Filling up water containers for use in case of water shortages.
PART C:

CLEANING MATERIAL SPECIFICATIONS

- The cleaning materials must have essential cleaning properties and be **harmless to users** and to surfaces **to be cleaned**.
- Multipurpose cleaning liquid soap should be used for the surfaces.
- Abrasives/scouring powder should be used to scrub and remove stains from sinks and floors. It should be strong enough to remove stains but not to cause damage to tiles and sink surfaces. NB. The university has been using with good results is Vim and White Clean powder.
- Liquid toilet cleaner should be used for the toilets and urinals to maintain the WC and avoid buildup of stains on the urinals. NB. The university has been using with good results Span
- Disinfectants should be used on the toilets at least twice a day to maintain high standards of hygiene. NB. The university has been using with good results
- Deodorizers should be used in the urinal to control for odors. NB. The university has been using with good results e.g. toilets balls.

PART D

Other relevant considerations

Cleaning hostels requires additional considerations such as

a) Security of students’ items and university items
b) Good relationship with students
c) Good relationship with workers

Therefore: the cleaning staff should possess the following qualities:

1. Must be honest and of high integrity.
2. Staff must be reliable and ready to work long hours.
3. Must be team players,
4. Staff with good interpersonal skills including listening skills as they will interact directly with students.
SECTION VII - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Bid Securing Declaration form
4. Oaths and Statutory Declaration Form

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3.

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal’s or manufacturer’s authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
1. FORM OF TENDER

TO, 

Kenyatta University

Date: .........................................................
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/S/020/CS-NH/2019-2020

Tender Name: Restricted Tender for Provision of Cleaning Services at Nyayo Hostels at Kenyatta University Main Campus

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide cleaning Services under this tender in conformity with the said Tender document for the sum of Ksh: ..........................[Total Tender amount in words]..............................................................................................................................

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 Cleaning Services at Nyayo Hostels in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this .............................................................. day of............................................. 2019

[Signature] ................................................................. [In the capacity of]

Duly authorized to sign tender for and on behalf of.............................................................
2. **MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**  
(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business and part 3.

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

Name of Applicant(s)  ………………………………………………………………………………………………..

**Part 1: General:**

1.1: Business Name ………………………………………………………………………………………………..

1.2: Certificate of Incorporation/Registration No: ………………………………………………………………

1.3: Location of business premises …………………………………………………………………………………

1.4: Plot No: …………………………………………………………………………………………………………..

1.5: Street/Road ………………………………………………………………………………………………………

1.6: Postal Address ………………………………………………………………………………………………..

1.7: Office Tel. No. …………………………………………………………………………………………………..

1.8: Mobile: …………………………………………………………………………………………………………..

1.9: Fax No: …………………………………………………………………………………………………………..

1.10: Email Address …………………………………………………………………………………………………

1.11: Website …………………………………………………………………………………………………………

1.12: Nature of business: (Indicate whether Manufacturer, Distributor e.t.c) …………………………………

1.13: Contact Person (Full Names) …………………………………………………………………………………

   (a) Directors Name and Mobile Nos: …………………………………………………………………………..

   (b) If not Director, Title …………………………………………………………………………………………

1.14: Maximum value of business which you can handle at any one time Kshs. ……………………………..
1.15: Name of your bankers ........................................ Branch ......................

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ................................................. Age ......................

2a.2: Nationality ................................................ Country of origin ......................

Citizenship details..................

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

<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>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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</tbody>
</table>

**Part 2(c) – Registered Company:**

2c.1: Private or public ..................................................

2c.2: State the nominal and issued capital of the company –

Nominal Kshs. .............................................
Issued Kshs..................................................

2c.3: Give details of all directors as follows

<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>2.</td>
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<td>3.</td>
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<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
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</tr>
</tbody>
</table>

Date..................................................Signature of Tenderer ..................

29
If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Kenyatta University?
   Yes……………… No:…………………….

3.2: If answer in ‘3.1’ is **YES** give the relationship:…………………………………………………

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?
   Yes………. No………

3.4: If answer in ‘3.3’ above is **YES** give details……………………………………………………

……………………………………………………………………………………………………
……………………………………………………………………………………………………

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenyatta University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes…………….. No………………

3.6: If answer in ‘3.5’ above is **YES** give details……………………………………………………………………………………………………………………

……………………………………………………………………………………………..

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
   Yes………………….. No……………….

3.8: If answer in ‘3.7’ above is **YES** give details…………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?
   Yes………………….. No………………

3.10: If answer in ‘3.9’ above is **YES** give details…………………………………………

   I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
Date:…………………………… Signature of
Candidate:……………………………………………….

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
3. BID SECURING DECLARATION FORM

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

Date: ………………………………………………………………………………………………………
[insert date (as day, month and year)]

Bid No.: …………………………………………………………………………………………………
[insert number of bidding process]

Alternative No.: ………………………………………………………………………………………………
[insert identification No if this is a Bid for an alternative]

To: …………………………………………………………………………………………………………
[insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity 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 in the Form of Tender; 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 ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:

   (i) our receipt of your notification to us of the name of the successful Bidder; or
   (ii) twenty-eight days after the expiration of our Tender.

Signed: ………………………………………………………………………………………………………
[insert signature of person whose name and capacity are shown] In the capacity of

Name: ………………………………………………………………………………………………………
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: ……………………………………………
[insert complete name of Bidder]
Dated on __________ day of __________________, _______ [insert date of signing]
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]
I, …………………………………………………. Of P.O Box………………………………………………………
Being a resident of…………………………………………….. in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of……………… (name of the Candidate) which is a Candidate in respect of Tender Number……………………… to supply goods, render services and/or carry out works for Kenyatta University and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University, which is the procuring entity.

3. **THAT** the aforesaid Candidate, 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 Kenyatta University.

4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

**SWORN** at……………………………… by the said}

………………………………………………………………}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this…………………… day of ............ 20…..}