



# Machakos University

## TENDER DOCUMENT FOR PROVISION OF CLEANING SERVICES

MksU/03/2018/2019

**Mandatory site/Pre-tender meeting visit on Wednesday**

**19<sup>th</sup> September, 2018 at 10.00 am**

**Closing Date: Monday, 24<sup>th</sup> September, 2018, 10:00 AM**

**OPEN WITH PREFERENCE ROR YWPWD**

September, 2018

## TABLE OF CONTENTS

	Page
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	5
SECTION III EVALUATION REQUIREMENT.....	16
SECTION IV MANDATORY SITE VISIT.....	18
SECTION V PRICE SCHEDULE.....	19
SECTION VI TECHNICAL SPECIFICATION.....	47
SECTION VIII STANDARD FORMS.....	54

## SECTION I – INVITATION TO TENDER

Tender No. MksU/03/2018/2019

### Tender Name -Provision of Cleaning Services.

Dear Sir/Madam,

- i. Machakos University invites sealed bids from eligible and dully registered firms who meet the mandatory requirements as detailed here in the tender documents.
- ii. Interested eligible candidates may obtain further information from and inspect the tender documents **Procurement Office** situated at **Machakos University, Main Campus** located in **Machakos Town** between 8:00 am and 5:00 pm Kenyan time, Monday to Friday except lunch time (1:00 pm to 2:00 pm) and on public holidays.
- iii. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** per set of documents deposited in Machakos University National Bank Account No. 01020078499401 Machakos branch.
- iv. The bid document may be downloaded free of charge from the IFMIS suppliers' portal: <http://www.supplier.treasury.go.ke> and /or from the university website [www.mksu.ac.ke](http://www.mksu.ac.ke). Bidders who download the tender document must arrange to register with MksU the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the following email address **po@mksu.ac.ke**.
- v. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- vi. Completed tender documents in plain sealed envelopes clearly marked with appropriate tender reference and number should be expressed to:  
**The Vice Chancellor,  
Machakos University  
P.O. Box 136-90100  
Machakos**

and deposited in the Tender Box provided at the entrance of the Administration Block, Main Campus.

So as to be received on or before Monday 24<sup>th</sup> September, 2018 at 10.00 A.M. Tenders will Be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Conference Room 1**.

**Prof. Lucy W. Irungu  
Vice Chancellor, Machakos University  
& Professor of Entomology.**

## Contents

2.1 Eligible Tenderers.....	5
2.2 Eligible materials, goods and parts .....	5
2.3 Cost of Tendering .....	5
2.4. The Tender Document.....	5
2.5 Clarification of Documents .....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising of Tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices .....	7
2.11 Tender Currencies.....	8
2.14 Tender Security .....	8
2.15 Validity of Tenders.....	9
2.16 Format and Signing of Tender .....	9
2.17 Sealing and Marking of Tenders.....	10
2.18 Deadline for Submission of Tenders .....	10
2.20 Opening of Tenders .....	11
2.22.1 Clarification of Tenders .....	11
2.23 Evaluation and Comparison of Tenders.....	12
2.25 Preference .....	13
2.25 Contacting the Procuring entity.....	13
2.26 Award of Contract .....	13
2.28 Notification of Award .....	14
2.29 Signing of Contract.....	14
2.30 Performance Security .....	14
2.31 Corrupt or Fraudulent Practices .....	15

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible materials, goods and parts

2.2.1 All goods, materials and parts to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the vehicles were produced. Vehicles are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

### 2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall be **Kshs.1,000.00** deposited in Machakos University National Bank Account No. 01020078499401 Machakos branch.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be evaluated and offered the award if they are successful.

### 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers

- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify **MksU** in writing or by post at the address indicated in the Invitation to Tender. **MksU** will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of **MksU** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 **MksU** 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.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, **MksU**, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, **MksU**, at its discretion, may extend the deadline for the submission of tenders.

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and **MksU**, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the vehicle to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of **MksU**.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the MksU's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

## **2.12 Services materials and parts Eligibility and Conformity to Tender Documents**

## **2.13 Tenders' eligibility and conformity to tender document**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of services, materials and parts which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the services, materials and parts shall consist of a statement in the Price Schedule of the country of origin of the services and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the services, materials and parts to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods, materials and parts;

(b) (c) a clause-by-clause commentary on the MksU's Technical Specifications demonstrating substantial responsiveness of the services, materials and parts proposed for supply to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security as specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of **2 per cent** of the tender price.



2.14.3 The tender security is required to protect the MksU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (120) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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 Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the MksU on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - i. to sign the contract in accordance with paragraph 2.27 or
  - ii. to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

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

2.15.2 In exceptional circumstances, MksU 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the MKSU at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” Monday, 24<sup>th</sup> September, 2018 at 10.00AM

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than Monday, 24<sup>th</sup> September, 2018 at 10.00AM

2.18.2 MksU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by MksU prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A

withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Academic Boardroom and in the location specified in the Invitation to Tender.

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

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

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

## **2.22.1 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 MKSU may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

## **2.23 Evaluation and Comparison of Tenders**

- 2.23.2 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.23.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 10%

## **2.25 Contacting the Procuring entity**

2.25.2 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.3 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.26 Award of Contract**

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

2.26.1 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.

2.26.2 The determination will consider 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.

2.26.3 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**

2.26.4 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**

2.26.5 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 noncompetitive 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.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the Machakos University in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. Machakos University should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.



- (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
- 4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
- 5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

#### Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.14	<b>The bid bond should be 2% of the tender sum (YWPWD to fill the tender security form)</b>
2.15.1	<b>Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening</b>
2.30	10% of the contract sum



## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Standards.....	21
3.4 Use of Contract Documents and Information.....	22
3.5 Patent Rights.....	22
3.6 Performance Security.....	22
3.7 Delivery of Services and Documents.....	23
3.8 Payment.....	23
3.9 Prices.....	23
3.10 Assignment.....	23
3.11 Termination for Default.....	24
3.12 Termination for Insolvency.....	24
3.13 Termination for Convenience.....	24
3.14 Resolution of Disputes.....	25
3.15 Governing Language.....	25
3.16 Applicable law.....	25
3.17 Force Majeure.....	25
3.18 Notices.....	25

## SECTION III      GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between Machakos University 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 tenderer including any documents, which the tenderer is required to provide to Machakos University under the Contract.
- (d) “Machakos University” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### 3.2. Application

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without Machakos University 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 Machakos 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 Machakos University 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 Machakos University and shall be returned (all copies) to Machakos University on completion of the contract's or performance under the Contract if so required by Machakos University.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify Machakos 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 Machakos University the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to Machakos 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 Machakos University and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the Machakos University and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by Machakos University in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by Machakos University, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges 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 quoted by the tenderer in its tender or in Machakos University request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by Machakos University within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Machakos University prior written consent.

### **3.11. Termination for Default**

3.11. Machakos University 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:

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

3.11.2 In the event Machakos 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 un-delivered, and the Contractor shall be liable to the Machakos University for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 Machakos University 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Machakos University.

### **3.13. Termination for Convenience**

3.13.1 Machakos 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 procuring entities 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 Machakos University may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist Machakos University in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of Machakos University and the security services required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific security services required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10%
3.7 Delivery of Services	For a <b>Contract period of one (1) year.</b>
3.8 Payment	Payments shall be made on a monthly basis once the service has been certified
3.9 Price adjustment	No Price adjustments shall be allowed within the contract period.
3.16 Applicable law	Laws of Kenya
3.18 Notices	<b>Machakos University P.O Box 136-90100 Machakos</b>
Other's as necessary	



### SECTION III EVALUATION REQUIREMENT.

#### Mandatory requirements and instructions to bidders.

The following requirement are mandatory and any bidder failing to submit any of them will be disqualified.

SN	REQUIRED ITEMS	ATTACHMENTS	REMARKS
1	Company registration certificate (or certificate of incorporation)	Attach evidence	
2	VAT/PIN Registration and i-tax registration certificate	Attach evidence	
3	Valid Tax compliance Certificate	Attach evidence	
4	Submit a copy of tender security (Value 2% of total amount) Payable to Machakos University (YWPWD to fill tender securing form)	Attach evidence	
5	Attach a list of at least three (3) similar Institutions you have served and the period served.	Attach evidence	
6	A duly signed mandatory site/pre-tender meeting form	Should be filled and signed by the tenderer's and client's representative	
7	Dully Filled Confidential Business Questionnaire with Disclosure of directors/partners/sole proprietor/Contact person	Attach evidence	
8	Certified Copies of Audited Accounts for the last three years (for YWPWD firms attach bank statement)	Attach evidence	
9	Dully signed form of tender	Filled in the tender documents inside	
10	Compliance with NSSF and NHIF	Attach evidence	
11	CV and certificate of good conduct for managers and supervisors	Attach evidence	
12	Equipment (prove ownership of equipment or lease agreement)	Attach evidence	
13	Valid Business license from the County Government	Attach evidence	

## Technical Evaluation.

The technical evaluation criteria will be based on the marks as per table below:

SN	Required Items	Marks	Remarks
1.	Supplier availability Name provided-1 point Physical address provided-1 point Town/city provided -1 point Street provided-1 point Contact person(s) provided- 1 point Telephone numbers provided - 2 points Postal address provided- 2 points Email address- 3 points Website- 3 points	15	
3	Equipment: Evidence of the following Equipment 1) Vehicles (Attach Log Books of The Vehicles)- 3Points 2) Cleaning machines– 9Points 3)Cleaning uniforms/other relevant gadgets/materials etc/ Gadget. – 3Points	15	
4	Must have evidence of having undertaken similar services (evidence of experience) (Certificate of completion/ LPO/LSO) to be enclosed. Five or more Certificate of completion/ LPO/LSO from three customers/organizations -For every recommendation/award letter attached with a corresponding LPO/LSO 6points	30	
5	A duly countersigned letter by key management staff/Director undertaking to perform the contract if awarded.	5	

7	Financial stability (YWPWD attach bank statement)  1. Evidence of profit making in the attached 3 years audited reports – (2 point per year)- Max 6 Points  2. Value of Business the Firm has handled at once (Attach evidence): Less than; Kshs.500,000.00 - 1 point Kshs. 500,000.00-1,000,000.00 - 2 Points Kshs.1,000,000.00 to 5,000,000 - 3 Points Kshs 5,000,000.00 and above-4 points	10	
8	Dully signed form of tender	5	
9	Compliance with NSSF and NHIF	20	
<b>Total</b>		<b>100</b>	

Only bidders who have scored 70% and above will be eligible for financial evaluation.

### Financial Evaluation

Scoring criteria for the financial aspect will be based on a ranked basis. The bidder quoting the lowest total price having attained 70% technical score will be ranked first. YWPWD firms will be given a 10% preference on tender sum.

#### SECTION IV. MANDATORY SITE VISIT/PRE-TENDER MEETING

A mandatory site meeting/pre-tender meeting will be held on **19<sup>th</sup> September, 2018 at 10:00 am**. Bidders will assemble at **ROOM 10**.

A certificate of site visit (attached at the end of this document) will be signed after the visit.

Those attending the site visit should carry valid identification documents (National Identity Card/ Passport) for security screening.

## SECTION V. PRICE SCHEDULE

PRICE SCHEDULE							
S/N	BLOCK AND OFFICES TO BE CLEANED	UNIT	TYPE OF FLOOR	AREA IN METRES	APPROX NO OF CLEANERS	UNIT PRICE	TOTAL
1	Administration Block <ul style="list-style-type: none"> <li>• VC' Office</li> <li>• Secretariat</li> <li>• Administration</li> <li>• Marketing Office</li> <li>• Council Secretariat Office</li> <li>• DVC APF</li> <li>• Registrar AP</li> <li>• Secretary</li> <li>• Admnis</li> <li>• Registrar Secretariat</li> <li>• VC' Boardroom</li> <li>• Washroom 3</li> </ul>	M <sup>2</sup>	Carpet Inside  Tiles and cement verandah	168m <sup>2</sup>			
2	Finance Block <ul style="list-style-type: none"> <li>• Finance Office</li> <li>• Registrar ASA</li> <li>• Deputy Registrar ASA</li> <li>• Secretary and Registry</li> <li>• HR Office</li> <li>• Secretariat</li> </ul>	M <sup>2</sup>	Cement	180m <sup>2</sup>			
3	DVC ASA Block	M <sup>2</sup>	Tiles	180m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• DVC ASA</li> <li>• Registrar ASA</li> <li>• Deputy Registrar ASA</li> <li>• Head of Senate Affairs</li> <li>• Registry</li> <li>• Registrar ASA Admins</li> <li>• Tivet Directory</li> <li>• Tivet Coordinator</li> <li>• Secretary of Tivet</li> <li>• Washrooms 2</li> </ul>						
4	DVC RIL BLOCK <ul style="list-style-type: none"> <li>• DVC RIL</li> <li>• Admin and Registry</li> <li>• Head Senate Affairs</li> <li>• CCTV Control Office</li> <li>• Washroom 2</li> </ul>	M <sup>2</sup>	Tiles	147m <sup>2</sup>			
5	LIBRARY BLOCK <ul style="list-style-type: none"> <li>• Library 3 Floors</li> <li>• Librarian Office</li> <li>• Library Staff</li> </ul>	M <sup>2</sup>	Cement	416m <sup>2</sup>			
6	ELECTRICAL AND ELECTRONICS BLOCK <ul style="list-style-type: none"> <li>• Dean School of Engineering</li> <li>• BCE COD</li> </ul>	M <sup>2</sup>	Tiles	280m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Exam Coordinator</li> <li>• Head of Exam Office</li> <li>• Exam Secretariat</li> <li>• Public Complain Office</li> <li>• Technologists Offices 2</li> <li>• Workshops 2</li> <li>• Lecture Rooms 4</li> <li>• Washrooms 9</li> <li>• Urinals 1</li> </ul>						
7	METAL SHEET WORKSHOPS AND TD <ul style="list-style-type: none"> <li>• TD Room</li> <li>• Clerk of Works Office</li> <li>• Workshops Lecture Office</li> <li>• Planning Office</li> <li>• Business and Economics Exam Office</li> <li>• Linguistic Office</li> </ul>	M <sup>2</sup>	Cement and Tiles	854m <sup>2</sup>			
8	PIOONER BLOCK <ul style="list-style-type: none"> <li>• Laboratories 6</li> <li>• Classes 36</li> <li>• Lab Technologist Office 6</li> </ul>	M <sup>2</sup>	Tiles	8316m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• CCTV Control Room Office</li> <li>• Amphitheatre</li> <li>• Basement</li> <li>• Washrooms 52</li> <li>• Urinals 4</li> <li>• Physically Challenged Washroom 2</li> <li>• Parking Yard 2</li> </ul>						
9	ROOM 10 AND 11	M <sup>2</sup>	Cement	15m <sup>2</sup>			
10	SECRETARIAL WORKSHOP 1 <ul style="list-style-type: none"> <li>• Research Display Room</li> <li>• Internal Auditor Office</li> </ul>		Cement	25m <sup>2</sup>			
11	COMPUTER LAB 4	M <sup>2</sup>	Cement	1880m <sup>2</sup>			
12	FASHION AND DESIGN WORKSHOP 1 <ul style="list-style-type: none"> <li>• Workshop</li> <li>• Technologist Office</li> <li>• Staff Office</li> <li>• Director of Security Office</li> </ul>	M <sup>2</sup>	Cement	1880M <sup>2</sup>			
13	FASHION AND DESIGN WORKSHOP 2 <ul style="list-style-type: none"> <li>• COD Fashion and Design Office</li> <li>• Workshop</li> </ul>	M <sup>2</sup>	Cement	1880M <sup>2</sup>			
14	SCIENCE LAB	M <sup>2</sup>	Cement	1880m <sup>2</sup>			



	<ul style="list-style-type: none"> <li>Science Lab 1 and 2</li> <li>Technologist Office</li> <li>Physical Science COD</li> </ul>						
15	PTA BLOCK <ul style="list-style-type: none"> <li>Fashion and Design Workshop 3</li> <li>Room 12 and 13</li> <li>Electrical Lab</li> </ul>	M <sup>2</sup>	Cement	2704 M <sup>2</sup>			
16	ELECTRICAL LABS BLOCK <ul style="list-style-type: none"> <li>Electrical Lab 1 and 2</li> <li>COD Electrical and Electronics</li> </ul>	M <sup>2</sup>	Cement	93m <sup>2</sup>			
17	MVE <ul style="list-style-type: none"> <li>MVE Workshop</li> <li>Technologist Office</li> <li>MVE Store</li> <li>MVE Extension Room</li> </ul>	M <sup>2</sup>	Cement	780m <sup>2</sup>			
18	MECHANICAL WORKSHOP 1 BLOCK <ul style="list-style-type: none"> <li>Mechanical Workshop</li> <li>Technician Office</li> <li>Mechanical COD</li> <li>Staff Office Mechanical</li> </ul>	M <sup>2</sup>	Cement	1224m <sup>2</sup>			
19	CARPENTRY WORKSHOP <ul style="list-style-type: none"> <li>Carpentry Workshop 3</li> </ul>	M <sup>2</sup>	Cement	480m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>Electrical Maintenance Office</li> <li>T.D Office</li> <li>Technologist Office</li> </ul>						
20	SOCIAL HALL <ul style="list-style-type: none"> <li>Social Hall</li> <li>Pool Table</li> <li>Washroom</li> <li>Urinal</li> </ul>	M <sup>2</sup>	Cement	216m <sup>2</sup>			
21	WELDING WORKSHOP <ul style="list-style-type: none"> <li>Welding Workshop</li> <li>COD Office</li> <li>Technologist Office</li> <li>Store Welding</li> <li>Welding Classes 2</li> </ul>	M <sup>2</sup>	Cement	180m <sup>2</sup>			
22	MASONRY WORKSHOP <ul style="list-style-type: none"> <li>Masonry Workshop</li> <li>Plumbing Workshop</li> <li>Technologist Store</li> <li>Technologist Office</li> <li>Lecture ROOMS</li> <li>Micro Room</li> <li>Maintenance store</li> </ul>	M <sup>2</sup>	Cement	403m <sup>2</sup>			
23	ADB BLOCK <ul style="list-style-type: none"> <li>Workshops 5</li> <li>Computer Labs 3</li> </ul>	M <sup>2</sup>	Terrazo Tiles	1450m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Lecture Rooms 8</li> <li>• Dean School of Engineering Office</li> <li>• COD Building and Civil Engineering</li> <li>• Exam Coordinator Office</li> <li>• Administrators Office</li> <li>• Washrooms(Offices) 2</li> <li>• Urinal (Office)</li> <li>• Students Washrooms 32</li> <li>• Students Urinal 4</li> <li>• Technologists Office 8</li> <li>• Concrete and Sola Lab 4</li> </ul>		Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Terazzo				
24	ICT DIRECTORATE OFFICE <ul style="list-style-type: none"> <li>• Directors Office</li> <li>• Control Office</li> <li>• Maintenance Office</li> <li>• Reception Office</li> <li>• Toilet and Washroom</li> <li>• Store</li> </ul>	M <sup>2</sup>	Cement	25m <sup>2</sup>			
25	HEALTH UNIT OFFICE <ul style="list-style-type: none"> <li>• C.O Office</li> <li>• Reception</li> </ul>	M <sup>2</sup>	Cement	36m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Pharmacy</li> <li>• Lab</li> <li>• Ward 1</li> <li>• Washrooms 2</li> </ul>						
26	<b>SCHOOLS</b> <b>PURE AND APPLIED SCIENCE</b> <ul style="list-style-type: none"> <li>• Dean</li> <li>• COD Mathematics</li> <li>• COD Biological</li> <li>• Exam Coordinator</li> <li>• Washrooms</li> </ul>	M <sup>2</sup>	Cement	42m <sup>2</sup>			
27	<b>HOSPITALITY</b> <ul style="list-style-type: none"> <li>• Dean</li> <li>• COD Department</li> <li>• Chairman Office</li> <li>• Administrator</li> <li>• Secretary</li> <li>• Washrooms</li> </ul>	M <sup>2</sup>	Cement	72m <sup>2</sup>			
28	<b>HUMANITIES</b> <ul style="list-style-type: none"> <li>• Dean</li> <li>• COD</li> <li>• Chairman</li> <li>• Administrator</li> <li>• Secretary</li> <li>• Washrooms</li> </ul>	M <sup>2</sup>	Cement	72m <sup>2</sup>			
29	<b>ISO/TEACHING PRACTICE</b>	M <sup>2</sup>	Cement	1442m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Director Quality Assurance</li> <li>• ISO Manager</li> <li>• Secretary</li> <li>• Administrator 2</li> <li>• Washroom</li> <li>• TP Incharge</li> <li>• COD CIT</li> </ul>						
30	AGRICULTURE <ul style="list-style-type: none"> <li>• Deans Office</li> <li>• Dean Environment</li> <li>• COD</li> <li>• Administrator</li> <li>• Secretary</li> </ul>	M <sup>2</sup>	Cement	72m <sup>2</sup>			
31	SCHOOL OF BUSINESS <ul style="list-style-type: none"> <li>• Dean</li> <li>• COD</li> <li>• Secretary</li> <li>• Washroom</li> <li>• Administrator</li> </ul>	M <sup>2</sup>	Cement	144m <sup>2</sup>			
32	HEALTH SCIENCES <ul style="list-style-type: none"> <li>• Dean</li> <li>• Exam Coordinator</li> <li>• Administrator</li> <li>• Secretary</li> <li>•</li> </ul>	M <sup>2</sup>	Cement	72m <sup>2</sup>			
33	SCHOOL OF EDUCATION	M <sup>2</sup>	Cement	140m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Dean</li> <li>• CoD Office</li> <li>• HoD office</li> <li>• Secretary</li> <li>• Administrator</li> <li>• Store</li> <li>• Washrooms 2</li> </ul>						
34	WALK WAYS	M <sup>2</sup>	Cement slaps	200m <sup>2</sup>			
	DEAN OF STUDENT BLOCK <ul style="list-style-type: none"> <li>• Deans office</li> <li>• Administrators office</li> <li>• Secretary office</li> </ul>	M <sup>2</sup>	Cement	196m <sup>2</sup>			
35	SAMU	M <sup>2</sup>	Cement student leader and his group	196m <sup>2</sup>			
36	Counseling office	M <sup>2</sup>	Cement	196m <sup>2</sup>			
37	MESS <ul style="list-style-type: none"> <li>• Washroom 2</li> <li>• Bathroom 2</li> <li>• Cateress Office</li> <li>• Stores 2</li> <li>• Police house</li> </ul>	M <sup>2</sup>	Tiles	96m <sup>2</sup>			
38	GATE HOUSE <ul style="list-style-type: none"> <li>• Reception</li> <li>• Guards Office</li> </ul>	M <sup>2</sup>	Tiles	240m <sup>2</sup>			

	<ul style="list-style-type: none"> <li>• Washroom 2</li> <li>• Drivers Office</li> <li>• Bathroom</li> </ul>						
39	<b>COMMON ROOM</b> <ul style="list-style-type: none"> <li>• Marketing Office</li> <li>• Sports Office</li> <li>• Washroom 5</li> <li>• Urinal 2</li> <li>• Police Office</li> </ul>	M <sup>2</sup>	Tiles     Cement	140m <sup>2</sup>			
40	<b>PROCUREMENT BLOCK</b> <ul style="list-style-type: none"> <li>• Procurement Office</li> <li>• Central Store Office</li> <li>• HOD Office</li> <li>• Staff Office</li> <li>• FB Store</li> <li>• Staffroom</li> <li>• Workshops 3</li> <li>• Washroom</li> </ul>	M <sup>2</sup>	Tiles	260m <sup>2</sup>			
41	<b>HOUSEKEEPING SECTION</b> <ul style="list-style-type: none"> <li>• Office</li> <li>• Store</li> <li>• Hostels               <ul style="list-style-type: none"> <li>✓ Kivui</li> <li>✓ Kitui</li> <li>✓ Masaku</li> <li>✓ Estate</li> <li>✓ Lenana</li> </ul> </li> </ul>	M <sup>2</sup>	Cement Cement Cement Cement Cement Cement Cement	150m <sup>2</sup>			

	✓ Batian ✓ Nelion ✓ Sida A & B N/B:Hostel Washrooms-42 Hostels Bathrooms-44 Urinals-4 Walk Ways -2 Corridors for all Hostels		Cement Cement Cement Cement Cement Cement Cement				
42	STUDENTS KITCHENETTE	M <sup>2</sup>	Cement	36m <sup>2</sup>			
43	STAFF WASHROOMS <ul style="list-style-type: none"> <li>• Near Library 5</li> <li>• Urinal</li> <li>• Near Mechanical Workshop 1-6</li> <li>• Urinal</li> </ul>	M <sup>2</sup>	Tiles	11m <sup>2</sup>			
44	Le-Technisch restraraunt. <ul style="list-style-type: none"> <li>• Kiima Kimwe</li> <li>• Reception</li> <li>• Restaurant Manager Office</li> <li>• Bar and clock rooms (4 washrooms and urinal)</li> <li>• Restaurant balcony</li> <li>• Accounts Office</li> <li>• Restaurant utensils store</li> <li>• Procurement Office</li> <li>• Main store</li> <li>• Kitchen receiving area</li> </ul>	M <sup>2</sup>	Terrazzo/tiles	523m <sup>2</sup>			



	<ul style="list-style-type: none"> <li>• Iluvya Confrence hall</li> <li>• Iveti Lounge</li> <li>• Restaurant front terrace</li> </ul>						
45	Machakos University Hotel <ul style="list-style-type: none"> <li>• Maruba executive hall</li> <li>• Thatha hall</li> <li>• Koma Hall</li> <li>• Mau hall</li> <li>• Kilimambogo hall</li> <li>• Front office</li> <li>• Hotel Manager Office</li> <li>• Accounts office</li> <li>• Administrators office</li> <li>• Restaurant</li> <li>• Proposed bar and clock rooms</li> <li>• Kitchen</li> <li>• Housekeeping store</li> <li>• Maintenance store</li> <li>• Changing rooms</li> <li>• Mua Lounge</li> <li>• Cloak rooms.</li> </ul>	M <sup>2</sup>	Wood block pasquet (284m <sup>2</sup> ), tiles	3700 m <sup>2</sup>			
46	Parking area	M <sup>2</sup>	Cobble blocks	1410m <sup>2</sup>			
47	VIP parking	M <sup>2</sup>	Cobble blocks	136m <sup>2</sup>			
48	VIP and staff parking (next to administration block)	M <sup>2</sup>	Cement	140m <sup>2</sup>			
49	Charter award monument	M <sup>2</sup>	Tiles	12m <sup>2</sup>			

1. Note: Cleaning costing to be inclusive of verandah, corridor and pavements/walkways.

2. Total cost for each building must be indicated.

TENDER PRICE FOR THE AREA

KSHS.....  
.....  
.....  
.....  
.....  
.....  
.....

(TENDER PRICE IN WORDS)

Tenderer's SIGNATURE.....

DATE.....

OFFICIAL  
STAMP.....

## **DESCRIPTIONS /SCOPE OF CLEANING SERVICE**

### **1. Administration Block**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily
- d) Daily vacuum cleaning, weekly shampooing and quarterly wet cleaning of carpeted areas
- e) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- f) Removing of stains/marks on walls and dump dusting.
- g) Empty and cleaning of dustbins daily in the morning.
- h) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- i) Daily dusting and cleaning as appropriate of office equipment.
- j) Daily Wiping and removing of marks on mirrors.
- k) Daily sweeping and mopping of terrazzo floor. Machine scrubbing to be done twice a month.
- l) Daily sweeping and mopping of Tiled verandah. Scrubbing to be done weekly.
- m) Daily sweeping and mopping of cement verandah. Scrubbing to be done weekly.
- n) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Cloth towels to be availed.
  - iv. Washroom cleaning to be done thrice a day.
  - v. Scrub sinks and toilet bowls with scouring powder.
  - vi. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vii. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - viii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - ix. Underneath basins/sinks to be free from stains, dust and streak marks.
  - x. Daily Wiping and removing of marks on mirrors.
  - xi. Automated air freshener to be provided
  - xii. Hand wash soap to be available all the times.
  - xiii. Any system failures such as leakages should be reported promptly for repair.
  - xiv. Up to date checklist must be kept in the washrooms.

### **2. DVC ASA block and DVC RIL block.**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.

- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily Wiping and removing of marks on mirrors.
- j) Daily sweeping and mopping of Tiled floor. Scrubbing to be done weekly.
- k) Daily sweeping and mopping of cement verandah. Scrubbing done weekly.
- l) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Cloth towels to be availed.
  - iv. Washroom cleaning to be done thrice a day.
  - v. Scrub sinks and toilet bowls with scouring powder.
  - vi. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vii. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - viii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - ix. Underneath basins/sinks to be free from stains, dust and streak marks.
  - x. Daily Wiping and removing of marks on mirrors.
  - xi. Automated air freshener to be provided
  - xii. Hand wash soap to be available all the times.
  - xiii. Any system failures such as leakages should be reported promptly for repair.
  - xiv. Up to date checklist must be kept in the washrooms.

### **3. Finance block, Secretarial workshop, Dean of students' block, Counselling office and room 10 and 11 and Samu**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly.
- j)

### **4. Library block**

- a) Daily sweeping and mopping of the floor and staircases.
- b) Weekly scrubbing of the floor and staircases.
- c) Daily dusting of the guard rails on all floors.
- d) Daily washing of the wall up to head level.
- e) Daily dusting of reading desks and book shelves
- f) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.

- g) Mopping of the entrance lobby twice a day, scrubbing once a week.
- h) Weekly removal of cobwebs.
- i) Empty and cleaning of dustbins daily in the morning.
- j) Electric fittings to be dusted daily
- k) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- l) Daily dusting and cleaning as appropriate of office equipment.

## 5. Electrical and Electronic block

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily sweeping and mopping of Tiled floor. Scrubbing to be done weekly.
- i) Daily sweeping and mopping of cement verandah. Scrubbing done weekly.
- j) Daily sweeping and mopping of terrazzo floor staircases. Machine scrubbing twice a month.
- k) Daily dusting of the guard rails on all floors.
- l) Daily dusting and cleaning of all benches.
- m) Daily dusting and cleaning as appropriate of office equipment.
- n) Twice a day (morning and afternoon) sweeping and mopping of the lecture rooms.
- o) Any misplaced furniture to be returned to the rightful location.
- p) Washrooms (3 No. staff) and urinal
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Washroom cleaning to be done thrice a day.
  - iv. Scrub sinks and toilet bowls with scouring powder.
  - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vi. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - ix. Daily Wiping and removing of marks on mirrors.
  - x. Hand wash soap to be available all the times.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.
- q) Washroom (6 No. Student)
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.

- iii. Scrub sinks and toilet bowls with scouring powder.
- iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
- v. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
- vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
- vii. Underneath basins/sinks to be free from stains, dust and streak marks.
- viii. Daily Wiping and removing of marks on mirrors.
- ix. Any system failures such as leakages should be reported promptly for repair.
- x. Up to date checklist must be kept in the washrooms.

**6. Metal sheet workshop and TD, fashion and design workshop I, fashion and design workshop II, PTA Block, Electrical labs block, MVE, Mechanical workshop I block, Carpentry workshop, Welding workshop and masonry workshop, computer lab 4 and science lab.**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily sweeping and mopping of Tiled and cement floor. Scrubbing to be done weekly.
- i) Daily dusting and cleaning as appropriate of office equipment.
- j) Daily sweeping and mopping of cement verandah. Scrubbing done weekly.
- k) Daily dusting and cleaning of all benches.
- l) Twice a day (morning and afternoon) sweeping and mopping of the classrooms.
- m) Any misplaced furniture to be returned to the rightful location.

**7. Gate house.**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Emptying and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily sweeping and mopping of Tiled floor. Scrubbing to be done weekly.
- i) Daily dusting and cleaning as appropriate of the TV set.
- j) Any misplaced furniture to be returned to the rightful location.
- k) Daily sweeping and mopping of the cement pavement from the main road. Scrubbing done weekly.

- l) Daily dusting of the guard rails.
- m) Daily dump dusting of the gate.
- n) Monthly dusting and cleaning of the gate superstructure.
- o) Washrooms
  - I. Keep toilets clean, dry and disinfected all the times.
  - II. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - III. Washroom cleaning to be done thrice a day.
  - IV. Scrub sinks and toilet bowls with scouring powder.
  - V. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - VI. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - VII. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - VIII. Underneath basins/sinks to be free from stains, dust and streak marks.
  - IX. Daily Wiping and removing of marks on mirrors.
  - X. Hand wash soap to be available all the times.
  - XI. Any system failures such as leakages should be reported promptly for repair.
  - XII. Up to date checklist must be kept in the washrooms.

## **8. Common room and procurement block.**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of the tiled floor and cement verandah. Scrubbing done weekly.
- j) Any misplaced furniture to be returned to the rightful location.
- k) Daily dusting and cleaning of all benches.
- l) Washrooms (staff)
  - I. Keep toilets clean, dry and disinfected all the times.
  - II. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - III. Washroom cleaning to be done thrice a day.
  - IV. Scrub sinks and toilet bowls with scouring powder.
  - V. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - VI. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - VII. Toilet seats and enclosure, piping and water closets should be shiny with no stains.



- VIII. Underneath basins/sinks to be free from stains, dust and streak marks.
- IX. Daily Wiping and removing of marks on mirrors.
- X. Hand wash soap to be available all the times.
- XI. Any system failures such as leakages should be reported promptly for repair.
- XII. Up to date checklist must be kept in the washrooms.

## 9. Pioneer block.

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily sweeping and mopping of Tiled floor. Scrubbing to be done weekly.
- i) Daily sweeping and mopping of staircases and ramp. Scrubbing to be done weekly.
- j) Daily dusting of the guard rails on all floors.
- k) Daily dusting and cleaning of all benches.
- l) Daily dusting and cleaning as appropriate of office equipment.
- m) Twice a day (morning and afternoon) sweeping and mopping of the lecture rooms.
- n) Daily arrangement of furniture in a professional way.
- o) Any misplaced furniture to be returned to the rightful location.
- p) Daily sweeping using soft brooms of the parking yard 2.
- q) Washrooms (staff) and urinal
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Washroom cleaning to be done thrice a day.
  - iv. Scrub sinks and toilet bowls with scouring powder.
  - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vi. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - ix. Daily Wiping and removing of marks on mirrors.
  - x. Hand wash soap to be available all the times.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.
- r) Washroom (Students)
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.



- iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
- v. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
- vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
- vii. Underneath basins/sinks to be free from stains, dust and streak marks.
- viii. Daily Wiping and removing of marks on mirrors.
- ix. Any system failures such as leakages should be reported promptly for repair.
- x. Up to date checklist must be kept in the washrooms.

#### **10. ADB block**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily sweeping and mopping of Tiled floor. Scrubbing to be done weekly.
- i) Daily sweeping and mopping of terrazzo floor. Machine Scrubbing to be done twice a month.
- j) Daily sweeping and mopping of staircases and ramp. Scrubbing to be done weekly.
- k) Daily dusting of the guard rails on all floors.
- l) Daily dusting and cleaning of all benches.
- m) Daily dusting and cleaning as appropriate of office equipment.
- n) Twice a day (morning and afternoon) sweeping and mopping of the lecture rooms.
- o) Daily arrangement of furniture in a professional way.
- p) Any misplaced furniture to be returned to the rightful location.
- q) Washrooms (2 staff) and 1 urinal
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Washroom cleaning to be done thrice a day.
  - iv. Scrub sinks and toilet bowls with scouring powder.
  - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vi. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - ix. Daily Wiping and removing of marks on mirrors.
  - x. Hand wash soap to be available all the times.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.

- r) Washroom (32 Students) and 4 urinals
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Any system failures such as leakages should be reported promptly for repair.
  - x. Up to date checklist must be kept in the washrooms.

### **11. Social hall**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dusting and cleaning of the pool table.
- h) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly.
- i) Washroom and urinals
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Any system failures such as leakages should be reported promptly for repair.
  - x. Up to date checklist must be kept in the washrooms.

### **12. ICT Directorate Office**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.

- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly
- j) Bathroom
  - i. Open bathroom ventilation.
  - ii. Clean and wipe all necessary bathroom fittings to ensure spackling.
  - iii. Sweep and the bathroom floor.
  - iv. Clean the bathroom floor duly and make sure no residue is left behind.
  - v. Scrub and finish the platform, bathtub, and basin
  - vi. Wipe the mirror.
  - vii. Brush up the shower cubicle properly and wipe it dry
  - viii. Any system failures such as leakages should be reported promptly for repair.
  - ix. Up to date checklist must be kept in the bathroom
- k) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - x. Hand wash soap to be available all the times.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.

### 13. Health Unit Office

- a) Daily high dusting, sweeping, dump dusting and mopping with disinfectant.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.

- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping with disinfectant of cement floor and verandah. Scrubbing done weekly.
- j) Daily dusting of shelves
- k) Daily dusting and cleaning of all benches.

#### **14. Schools (Pure and applied science, hospitality, humanities, ISO/ teaching practice, agriculture, business, health sciences and education)**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly.
- j) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - x. Hand wash soap to be available all the times.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.

#### **15. MESS**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.

- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of tiled floor and verandah. Scrubbing done weekly.
- j) Tables and service areas cleaned in the evening i.e after service delivery.
- k) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Any system failures such as leakages should be reported promptly for repair.
  - x. Up to date checklist must be kept in the washrooms.
- l) Bathroom
  - i. Open bathroom ventilation.
  - ii. Clean and wipe all necessary bathroom fittings to ensure sparkling.
  - iii. Sweep and the bathroom floor.
  - iv. Clean the bathroom floor duly and make sure no residue is left behind.
  - v. Scrub and finish the platform, bathtub, and basin
  - vi. Wipe the mirror.
  - vii. Brush up the shower cubicle properly and wipe it dry
  - viii. Any system failures such as leakages should be reported promptly for repair.
  - ix. Up to date checklist must be kept in the bathroom

## 16. WALKWAYS

- a) Daily sweeping and mopping of walkways. Scrubbing done weekly.

## 17. HOUSEKEEPING SECTIONS

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Empty and cleaning of dustbins daily in the morning.

- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly.
- j) Bathrooms
  - i. Open bathroom ventilation.
  - ii. Clean and wipe all necessary bathroom fittings to ensure spackling.
  - iii. Sweep and the bathroom floor.
  - iv. Clean the bathroom floor duly and make sure no residue is left behind.
  - v. Scrub and finish the platform, bathtub, and basin
  - vi. Wipe the mirror.
  - vii. Brush up the shower cubicle properly and wipe it dry
  - viii. Any system failures such as leakages should be reported promptly for repair.
  - ix. Up to date checklist must be kept in the bathroom
- k) Washrooms and urinals
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Washroom cleaning to be done throughout the day.
  - iii. Scrub sinks and toilet bowls with scouring powder.
  - iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - v. Provide adequate urinal sanitizers /toilet moth balls to prevent buildup of uric acid and remove bad odor all the time.
  - vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - vii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - viii. Daily Wiping and removing of marks on mirrors.
  - ix. Any system failures such as leakages should be reported promptly for repair.
  - x. Up to date checklist must be kept in the washrooms.

## 18. STUDENT KITCHENETTE

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Removing of stains/marks on walls and dump dusting.
- e) Empty and cleaning of dustbins daily in the morning.
- f) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- g) Daily sweeping and mopping of cement floor and verandah. Scrubbing done weekly.
- h) Daily dusting and cleaning of tiled workstations and sinks.
- i) Daily dusting and cleaning of Window grills.
- j) Daily cleaning of drainage and disinfecting/sterilizing. Weekly Scrubbing



## **19. STAFF WASHROOMS.**

- a) Keep toilets clean, dry and disinfected all the times.
- b) Toilet rolls will be adequately stocked. Spare toilet rolls to be available
- c) Washroom cleaning to be done thrice a day.
- d) Scrub sinks and toilet bowls with scouring powder.
- e) Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
- f) Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
- g) Toilet seats and enclosure, piping and water closets should be shiny with no stains.
- h) Underneath basins/sinks to be free from stains, dust and streak marks.
- i) Daily Wiping and removing of marks on mirrors.
- j) Hand wash soap to be available all the times.
- k) Any system failures such as leakages should be reported promptly for repair.
- l) Up to date checklist must be kept in the washrooms.

## **20. LE-TECHNISCH RESTRARAUNT.**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaner inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Emptying and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of the floor and verandah. Machine scrubbing done weekly.
- j) Daily dusting of the guard rails on all floors
- k) Daily sweeping and mopping of stairs and ramp. Scrubbing to be done weekly.
- l) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Washroom cleaning to be done all through the day.
  - iv. Scrub sinks and toilet bowls with scouring powder.
  - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vi. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - ix. Daily wiping and removing of marks on mirrors.
  - x. Hand wash soap to be available all the time.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.

## **21. Machakos University Hotel**

- a) Daily high dusting, sweeping, dump dusting and mopping.
- b) Removing of cobwebs weekly.
- c) Electric fittings to be dusted daily.
- d) Daily wiping of windows with window cleaner inside and outside. Window grills to be dusted and cleaned daily.
- e) Removing of stains/marks on walls and dump dusting.
- f) Emptying and cleaning of dustbins daily in the morning.
- g) Daily dump dusting and polishing as appropriate of Furniture and fittings.
- h) Daily dusting and cleaning as appropriate of office equipment.
- i) Daily sweeping and mopping of the all floors and verandah. Machine scrubbing done weekly for appropriate floor type
- j) Monthly polishing of wood block pasquet floor
- k) Daily dusting of the guard rails on all floors
- l) Daily sweeping and mopping of stairs and ramp. Scrubbing to be done weekly.\
- m) Furniture arrangement in seminar to be done as required.
- n) Hourly mopping of the reception area
- o) Washrooms
  - i. Keep toilets clean, dry and disinfected all the times.
  - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
  - iii. Washroom cleaning to be done all through the day.
  - iv. Scrub sinks and toilet bowls with scouring powder.
  - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
  - vi. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
  - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
  - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
  - ix. Daily wiping and removing of marks on mirrors.
  - x. Hand wash soap to be available all the time.
  - xi. Any system failures such as leakages should be reported promptly for repair.
  - xii. Up to date checklist must be kept in the washrooms.

## **22. Parking area and VIP parking**

- a) Daily sweeping using soft brooms and monthly scrubbing
- b) The drainage should be clean and free from blockages daily.

## **23. VIP and staff parking (next to administration block)**

- a) Daily sweeping using soft brooms and monthly scrubbing
- b) Cleaning of the pitched roof over the VIP parking
- c) The drainage should be clean and free from blockages daily.



## 24. Charter award monument

- a) Dump dusting once every two days.
- b) Scrubbing done monthly.

### NB

- a) Do not use metal scrapers, blades or steel wool on either surface of the glass
- b) Do not allow water or cleaning fluids to remain in contact with the glass, frame, sealants or gaskets for long periods
- c) Do not use abrasive cleaning solutions or materials
- d) There shall be no breakages and/or damages to the MksU assets and in the event of any breakages/damages, the Contractor shall be surcharged.

## SECTION VI: TECHNICAL SPECIFICATIONS.

Machakos University intends to engage a professional firm to provide comprehensive cleaning services at the main campus.

1. The cleaning service will require the contractor firm to undertake the following tasks;

- Put warning signs when cleaning and remove after cleaning (Supplier to provide).
- Remove rubbish, dirt, stains cobwebs, spills, or foreign objects and generally ensure that all areas are clean.
- Ensure that all areas are free from any foul or unpleasant odors.
- Ensure that all polished surfaces retain their shining gloss.
- Collect and dispose all rubbish or refuse from the buildings to places designated for the purpose of disposing.
- Cleaning of all the dustbins and having them dressed with liner bags.
- Thoroughly scrub floors and keep them dry always.
- Wipe, dust and clean all furniture in offices, workstations, computer services shelves in offices, labs and library and all furniture in lecture halls.
- Keep all walls clean at all times.
- Cleaning of windows and mirrors.
- Arrangement of furniture in a professional manner at the reception, lobby areas, offices, boardrooms and other meeting venues and lecture halls.

### 2. STAFFING FOR CLEANING SERVICES

- Ensure a minimum of one Supervisor per region (regions will be explained by university housekeeping department).
- Ensure a clear reporting structure and clear communication with contact information for the supervisors.
- All staff should be fluent in English or Kiswahili.
- The staff should be of high moral integrity and with the relevant testimonials  
e.g. Certificate of Good Conduct.
- All staff should at all times be in branded uniform and identification badges.
- Protective gear must be provided.
- The service provider should provide adequate staff to offer the cleaning service and enough reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.
- The university reserves the right of sending away any service provider staff who behaves in a manner not acceptable by the university.

- The supervisors should have at least 3 years' experience in cleaning
- 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 service provider is expected to provide adequate equipment for use during cleaning.
- The service provider is expected to bring in his or her own detergents subject to approval by the university.

### 3. WORK SCHEDULE

The actual timetable for daily cleaning, weekly and monthly will be agreed on with each workstation. General cleaning will be done on Saturdays as and when required. A checklist of cleaning activities especially in the washrooms must be provided at all times. Thorough supervision and adherence to the check list is highly expected from the supervisor in charge.

#### WORKING HOURS

- Monday to Friday's 6.00 am. to 6.00 p.m.
- Saturday's 6.00 am. to 6.00 p.m.
- Sunday and public holidays 6.00 am. to 6.00 p.m.

The above working hours could change subject to university events and the said changes would be effected in consultation with the service provider.

### 4. EQUIPMENT AND MATERIALS

The Service provider is expected to provide adequate functional equipment and materials for use during the duration of the contract. The university shall have the right to inspect, approve or reject equipment and materials provided by the Service Provider before commencement of the contract or during implementation.

The following is a list of the minimum required equipment for the contract:

- a) Buffing/scrubbing machines and accessories.
- b) Sucking machines and accessories.
- c) 20m long telescopic poles and accessories
- d) Carpet vacuum and accessories (wet and dry)
- e) Extension cables capable of stretching 100 m.
- f) Hose pipes of 30 m each.
- g) Ladders to reach high window surfaces

- h) Cleaning trolleys
- i) Automated air fresheners for all staff executive washrooms.
- j) Cleaning signs
- k) Any other equipment required in cleaning

The Service Provider shall provide cleaners with all required materials and have a store of the cleaning materials in the university to ensure efficient and uninterrupted performance of duty.

Every cleaner shall have the following items:

- a) cobweb remover
- b) Hand brushes,
- c) Soft broom.
- d) Scrubbing broom
- e) Mop bucket
- f) Mop
- g) Floor rug
- h) Dust pan
- i) Table Dusters (wet cleaning)
- j) Small Bucket
- k) Scouring pads
- l) Steel wool
- m) Masks and gloves
- n) Caddy box

The Service Provider shall provide and keep and store in the premises of the Client the following materials and the quality and brand of the said materials shall match the samples provided by the university.

- a. Floor polish
- b. Stripper
- c. Floor Maintainer
- d. General Purpose Cleaner Multipurpose / disinfectant liquid soap
- e. Toilet cleaner
- f. Furniture cleaner
- g. Window cleaner
- h. Leather cleaner as per sample
- i. Dettol

- j. Hand washing cream
- k. Carpet shampoo
- l. Carpet extractor
- m. Traffic wax liquid for terrazzo floor
- n. Floor wax
- o. Scouring powder
- p. Bleaching agent
- q. Polishing agent
- r. Dustbin liner bags -, color and size
- s. Toilet balls
- t. Air freshener
- u. Wax / polish for corridors.
- v. White board spirit.
- w. Assorted buffing and scrubbing pads – black, green, yellow,
- x. Grease remover
- y. Any other cleaning material required

#### 5. PROVISION OF TOILET PAPERS, HAND WASHING SOAPS AND AIR FRESHENERS

Supply of moth balls, air fresheners, antibacterial liquid hand washing soaps, high quality brilliant white toilet papers. Samples of the toilet paper, hand soap and air fresheners should be approved by University representatives. These will be supplied to specific

Washrooms as directed by the university for example automated air fresher, tissue dispenser, hand wash dispenser to be provided.

#### 6. OBSERVATION OF OCCUPATIONAL SAFETY AND HEALTH REGULATIONS AND PRACTICES

The service provider will be required to ensure strict adherence to current occupational safety and health regulations in the workplace.

- 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) Tenderer must give a copy of a Valid Insurance Cover for all workers to be engaged in the provision of the cleaning services to MksU.
- c) Statement of occupational, safety and health policy of the tenderer.
- d) Statement by tenderer on adherence to the Labour Laws.

Note: Evidence of (b), (c) and (d) to be attached in the application documents.

## 7. UNIVERSITY MAJOR EVENTS

The service provider will be required to do a thorough clean up; arrange venues and clearance after university major events such as graduation ceremony, examinations among others.

## 8. MOVING OF FURNITURE

The service provider shall be required to arrange the furniture and move the furniture to other areas if need be. The service provider shall ensure that all furniture abandoned within the compound is returned to its right place.

## 9. INSPECTION AND EVALUATION OF THE SERVICE

Quarterly meetings shall be held with the service provider to evaluate periodic performance of the cleaning. The service provider in liaison with the University Housekeeping Department will ensure that:

- The scope of work is adhered to.
- Conduct monthly inspection report on the performance.
- Daily work plan is availed to housekeeping department.
- A checklist will be provided for all washrooms.
- The housekeeping will conduct a monthly stock taking for cleaning materials and equipment.

## CLEANING PERFORMANCE STANDARDS OF ALL AREAS IN THE UNIVERSITY

### A. Sweeping and Dusting

- a) 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.
- b) Gums and other sticky substance should be removed from the area.
- c) Grills and woodwork should be dust-free after dusting.
- d) There will not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.

### B. Polishing and Wall Spotting

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

### C. Mopping

- a) Lobby and entrance doors should be free of loose and/or caked dirt
- b) Particles should not be present on overall appearance of cleanliness after the mopping operation.
- c) 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.
- d) All surfaces should be dry and the corners clean after mopping and polishing.

### D. Trash Removal

- a) All wastepaper baskets will be empty and in place, clean and ready for use. Liners will be inserted as required.
- b) Waste/paper baskets and shredders shall be empty and clean.

### E. Sweeping or Vacuum Cleaning

- a) There will not be any dirt left in corners, under furniture, or behind doors.
- b) Baseboards, furniture, and equipment will not be disfigured or damaged during the cleaning operation.
- c) There will not be any dirt left where sweepings were picked up.
- d) Furniture and equipment damaged during sweeping will be replaced.
- e) There will be no trash or foreign matter under desks, tables, or chairs.

### F. Dusting

- a) There will not be any dust streaks on desks or other office equipment.
- b) Woodwork, after being properly dusted, will appear bright.
- c) Corners and crevices will be free from any dust.
- d) There will not be any oily spots or smudges on walls, caused by touching
- e) Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.

## NB

The tenderer is required to visit the site prior to submission of the tenders in order to establish the magnitude of the work. The attached site visit letter/form should be duly signed and attached to the tender document.

## SECTION VII: STANDARD FORMS

### CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

#### Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address ..... Tel No. .... Mobile No..... E  
mail

.....Contact person..... Mobile No.....

Nature of Business

.....

Registration Certificate No.

.....

Maximum value of business which you can handle at any one time – Kshs.

.....

Name of your bankers ..... Branch

.....

#### Part 2 (a) – Sole Proprietor

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

Nationality ..... Country of origin.....

• Citizenship details .....



	<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....				2.	.....				3.	.....				4.	.....			
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	<p>Part 2 (c ) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....				2.	.....				3.	.....				4.	.....			
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<p>Date ..... Signature of Candidate .....</p> <p>Name of Business Contact person.....Tel.....</p>																										

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

### SITE VISIT CLEARANCE CERTIFICATE(S)

This is to certify that M/s. \_\_\_\_\_ (Name  
of tenderer representative) of the firm of \_\_\_\_\_

(Name of firm tendering) visited the site in connection with the tender for **Provision for  
Cleaning Services.**

Having previously studied the tender documents, I carefully examined the site and:

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

#### Client' s Representative

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

#### Tenderer's Representative

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM OF TENDER

Date \_\_\_\_\_

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

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( Procuring entity)*.
4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an 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 Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Tender Form and the Price Schedule submitted by the tenderer;
- b) The Schedule of Requirements;
- c) The Technical Specifications;
- d) The General Conditions of Contract;
- e) The Special Conditions of Contract; and
- f) The Procuring entity’s Notification of Award.

In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ (for the tenderer) in the Presence of

## TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)