



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH
HOSPITAL
(KUTRRH)**

**INVITATION TO TENDER
FOR**

**PROVISION OF HYGIENE & SAFETY CLEANING SERVICES.
TENDER NO:**

KUTRRH /TNDR/S/013/HSCS/2020-2022

**TENDER CLOSING DATE & TIME: WEDNESDAY 30TH
SEPTEMBER, 2020 10:00 A.M.**

**(ALL TENDERERS ARE ADVISED TO READ THE TENDER
DOCUMENT CAREFULLY BEFORE MAKING ANY BID)**

**The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital,
P.O. BOX 7674 - 00100,
NAIROBI, KENYA.**

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TENDER REF. NO: KUTRRH /TNDR/S/013/HSCS/2020-2022

TENDER NAME: PROVISION OF HYGIENE & SAFETY CLEANING SERVICES

- 1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders from eligible bidders for: *Provision of Hygiene & Safety Cleaning Services.***
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only) Kshs. 1,000/=** to be deposited in: -

Bank Name: Kenya Commercial Bank (KCB)

Branch: Thika Road Mall

Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)

Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke Bidders who opt to download MUST send their contacts details to procurement@kutrrh.go.ke.

Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

- 1.4 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.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **(Kenyatta University Teaching, Referral & Research Hospital –Procurement Department)** or be addressed to **(Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100, GPO Nairobi)** so as to be received on or before, **Wednesday 30th September,2020 at 10:00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **(Kenyatta University Teaching, Referral & Research Hospital - Boardroom).**

The Chief Executive Officer

Kenyatta University Teaching, Referral and Research Hospital

P.O. Box 7674 – 00100, GPO

NAIROBI.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation for Tenders is *Open*, as described in the *instructions to tenderers*. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender Security Form/Bid Securing Declaration Form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the

tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

241. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than four (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
242. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the hospital, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) Such insurance guarantee approved by the Insurance Regulatory Authority.

b) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph

2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Wednesday 30th September, 2020 at 10.00 a.m.**"

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Hospital will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday 30th September, 2020 at 10.00 a.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **Wednesday 30th September, 2020 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement. 2.23.

2.23 Contacting the procuring entity

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, within prevailing market rates, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the

tenderers are responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

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

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|--|--|
| 1. The address of submission of tenders: | The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi |
| 1.5 Bulky Tenders | Bulky tenders which will not fit in the tender box shall be delivered to the procurement office, where the deliverer shall sign in a register. |
| 2.1: Eligible Tenderers | Open to ALL Bidders with Registered Business Entities |
| 2.10: Tender Currencies | All prices shall be quoted in Kenya shillings . |
| 2.11:Tender eligibility and qualifications | Open to ALL Bidders with Registered Business Entities |
| 2.12: Tender Security | Tender Security of Kshs. 100,000 payable to KUTRRH |
| 2.13: Tender Validity | The tender validity is 120 days from the date of submission of the tenders |
| 2.27: Performance Security | Not Applicable |
| 2.22:Evaluation and Comparison of Tenders | As per the criteria outlined |
| Sample: | Tenderers shall submit Brochures alongside the tender document for the purpose of evaluation. |
| Contract Duration | The contract shall be for two (2) years renewable after the first year, Upon satisfactory performance by awarded cleaning firm. |
| INSTRUCTIONS | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
| 2.1. | Tender is OPEN to ALL eligible Bidders for Provision of Hygiene & Safety Cleaning Services. |
| 2.3.2 | Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KUTRRH Website (www.kutrrh.go.ke). Hard copies can be obtained from the Procurement Office Monday to Wednesday between 8.00 a.m. to 4.00 p.m. Bidders who choose to download the tender documents from the website free of charge and immediately email their name and contact details (cell phone number, email, and company name) to: procurement@kutrrh.go.ke for records and communication of any tender clarifications and addenda. |

| | |
|--------|---|
| 2.5.1 | KUTRRH shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents. |
| 2.15 | Tenders shall remain valid for 120 days from the deadline date of submission of tender. |
| 2.18.1 | The day, date and time of closing the tender will be Wednesday 30th September, 2020 at 10.00 a.m. |
| 2.19.2 | Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email (procurement@kutrrh.go.ke) |
| 2.20.1 | Tender will be opened on Wednesday 30th September, 2020 at 10.00 a.m. |
| 2.21.1 | The request for clarification and the response shall be in writing through the: - The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi |

MANDATORY EVALUATION CRITERIA.

PROVISION OF HYGIENE & SAFETY CLEANING SERVICES – 2020-2022

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

- (a) **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. (N/B: All certified documents **MUST** be stamped by the Commissioner of OATH)
- (b) **Technical Evaluation:** Bids responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.
- (c) **Financial Evaluation:** The Lowest Responsive quoted bidder, upon achievement of the minimum technical score will be recommended for award. Due Diligence may be conducted for the lowest Bidder.

2.22 Evaluation of Tenders

A. Preliminary Evaluation

| | Requirements | Yes/ No | Remarks (Y/N) |
|-----|--|-----------|---------------|
| 1. | Certificate of Registration/ Incorporation | Mandatory | |
| 2. | Copy of PIN/VAT Certificate indicating Tax Obligations | Mandatory | |
| 3. | Valid Kenya Revenue Authority (KRA) Tax Compliance Certificate | Mandatory | |
| 4. | Copy of valid City, Municipal or County Council license/ Single business permit | Mandatory | |
| 5. | Attach System Generated Copy of CR12 for Incorporated Companies Issued within the last six(6 months). | Mandatory | |
| 6. | Audited Accounts for the last two (2) consecutive years (2016-2017 & 2017-2018 or 2017-2018 & 2018-2019). The audited accounts must be certified and or issued by a recognized Certified Public Accountant registered in Kenya (ICPAK) and signed by the Companies Director(S)- For Incorporated Firms ONLY | Mandatory | |
| | Provide Certified Bank Statement for the last three (3) months, from the date of applying. (Applicable to AGPO Bidders ONLY) | | |
| 7. | Submit Tender Security in the amount of Kshs 100,000 , payable to KUTRRH, valid for 180 days from the date of tender opening, in form of a bank guarantee from a Commercial Bank Registered In Kenya. | Mandatory | |
| 8. | Must serialize/paginate/number the pages of the bid document sequentially on all pages including attachments. | Mandatory | |
| 9. | Duly filled and stamped Confidential Business Questionnaire (Attached) | Mandatory | |
| 10. | Duly filled Anti-Corruption Declaration Commitment Pledge (Attached) | Mandatory | |
| 11. | Bidders MUST submit One (1) Original and One (1) Copy of the filled tender document. | | |
| 12. | Provide Copies of National Identification Cards for the Directors and Business Owners | | |
| 13. | AGPO Bidders MUST attach a VALID certificate of registration with National Treasury of Youth, Women and Persons with Disabilities. | | |

2. Technical Evaluation

| Description | | Score Allocated Maximum | Score Awarded |
|--------------|---|-------------------------|---------------|
| | Ongoing Projects | | |
| 1 | Proof and reference of experience in similar work scale/ supply of similar equipment within the last (3) years. Attach list of 4 clients. For each, provide reference letters, award letters or copy of signed contract (Five (5) marks for each reference provided.)(The Hospital may confirm) | 20 | |
| 2 | Financial capability as supported by audited accounts for the last three (3) years. 2016-2017, 2017-2018, 2018-2019 <ul style="list-style-type: none"> • Current Ratio above 1 10Marks • Current Ratio Below 1 but above 0.5 5marks • Current Ratio Below 0.5 Nil | 10 | |
| 3 | Proposed personnel for the project List key personnel staff and their CVs with relevant technical qualifications (5 Marks) Clearly state the experience of each person. (5 Marks) Reference letters or recommendation for the personnel Should be provided. (5 Marks) | 15 | |
| 4 | Work Plan & Methodology | | |
| | Provide a description of how the company seeks to achieve the above hygiene and safety measures required by the hospital, indicating how previous assignments achieved desired results. Technical explanations of how the equipment to be delivered and installed will provide a clean and hygienic environment.(20 Mks) -Provide a detailed schedule of how you propose to -Carry out the exercise at the Hospital. Mention any other activities that may add value to cleaning services at the Hospital (5 Marks) | 25 | |
| 5 | Provide Brochure of items required and the detailed specifications of the same. | 10 | |
| 6 | Site Visit. Provide Evidence that the company has presence/operations in Nairobi. | 10 | |
| 7 | Financial Stability Certificate by certified Auditors conforming that the company is not insolvent, in receivership, bankrupt or being wound up, or their business activities have not been suspended and they are not subject of legal proceedings. | 10 | |
| TOTAL | | 100 | |

N/B:

- 1) Contract period: **Two (2) years**, commencing on the date of contract signing.
- 2) Prices quoted **WILL NOT** be varied within the first twelve (12) months of the contract. The contract will however run for 24 months (2 years).
- 3) (N/B: All certified documents **MUST** be stamped by the Commissioner of OATH)

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
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- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "KUTRRH is the Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity 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 the Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Letter of credit.

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

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to 24 drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of 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
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

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 herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------|--|
| 3.4.1 | Services will be provided as per the provided technical specifications. |
| 3.7.1 | Inspection of services shall be conducted at Kenyatta University Teaching Referral and Research Hospital (KUTRRH) premises. |
| | The tenderer shall provide all necessary assistance, goods, human resource and any other support required to ensure successful inspection and testing. |
| 3.8.1 | Payment will be made within 60 days upon receipt of invoice after provision and certification of services |
| 3.10 | The Tender shall not be subcontracted |
| 3.14 | Any dispute arising from the interpretation or performance of this contract shall be resolved through arbitration. The arbitrator shall be appointed by the Chairperson of the Chartered Institute Arbitrators – Kenya Chapter |
| 3.17 | The contract shall be interpreted in accordance with the laws of Kenya |

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the services required. The objectives of schedule of requirements is to provide sufficient information to enable tenderer to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

| Number | Description | Quantity | Delivery Time |
|--------|-------------|----------|---------------|
| | | | Start |
| | | | End |

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements - in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

**PRICE SCHEDULE
CATERING HYGIENE REQUIREMENTS.**

| No. | ITEM | SPECIFICATION | UNIT | QTY | UNIT PRICE |
|-----|--------------------------|--|--------|-----|------------|
| 1 | Stainless Steel Footbath | <ul style="list-style-type: none"> - Fabricated Stainless Steel Footbath trough with rails - Dimensions: 300x400 cm - Inclinations ramp of 45 degrees | Models | 5 | |
| 2 | Hand Wash Station | <p>Stainless Steel wall mounted hand wash sink</p> <ul style="list-style-type: none"> -Knee operated hand wash basin Water flushing capability for 15 seconds Wall mountable. Dimensions: 400x400x200 mm | Pcs | 7 | |
| | | -Soap dispenser clear 380 ml | Pcs | 35 | |
| | | -Hand sanitizer dispenser clear 380 ml | Pcs | 35 | |
| | | -Inner fold hand paper towel dispenser | Pcs | 35 | |
| 3 | Air Curtains | Auto Air Curtain Door Fan with Infrared Sensor Body Induction for Door 900mm to 2000mm | Pcs | 5 | |
| 4 | Window Nets | Fly screen insect mesh aluminum frame brown size 200 x 250 cm | Pcs | 56 | |
| 5 | Dishwasher Dosing Unit | <p>Automatic dishwasher dosing unit</p> <ul style="list-style-type: none"> • Pre-wired power supply to reduce installation time • 100-265 vac 50/60hz with auto-switching power supply • Isolated tigger board for 24vac to 480vac • Password protected digital programming with keypad • Built-in rack counter • Multilingual display - english, spanish, french and portuguese • Programmable company information and service message • Can use optional magnetic field reader for faster and safer installation and inductive | Pcs | 3 | |

| | | | | | |
|---|-----------------------|--|-----|----|--|
| | | probe for hard water environments | | | |
| 6 | Receiving Bay Pallets | Stainless steel bulk store pallets, capacity: 70-80 kgs, square. | Pcs | 15 | |

CLEANING AND DISINFECTION PRODUCTS

| PRODUCT | SPECIFICATIONS | UNIT | QTY | UNIT COST | TOTAL COST |
|---|--|-----------------|-------------|-----------|------------|
| Liquid mechanical ware washing detergent | Sodium hydroxide Tetrasodium (1-hydroxy ethylidene)bisphosphonate | 20L | 36 | | |
| Machine Ware-washing Rinse-Aid Concentrate | Alkyl alcohol alkoxyate Sodium cumenesulphonate Unique/ Activ Ingredient+B11:B3 Glutaral | (2X5LT) | 36 | | |
| Hand disinfectant | Ethanol 71.5 % Propan-2-ol 10% Glycerol-3% | 5L | 72 | | |
| Tork Basic Wiper | Centrefeed paper wipes1 ply 18cm x90 M | Carton(6 rolls) | 96 | | |
| Detergent disinfectant / sanitiser | didecyldimethylammonium chloride | 20 Litres | 72 | | |
| Aluminum safe, heavy duty degreaser | 2-butoxyethanol sodium bicarbonate | | 72 | | |
| Sanitiser/Destainer for Chopping boards | Sodium Carbonate Sodium Dichlorocyanurate | | 6 | | |
| Liquid presoaker Carbon remover | disodium metasilicate pentahydrate sodium silicate | 10L | 24 | | |
| General purpose cleaner | Sodium ABS(Alkyl Benzene sulphonic acid) | 20 ltr | 120 | | |
| Chlorine Tablets for Fruits and Salad Washing | Troclosene sodium sodium hydrogen carbonate adipic acid | 230tabs | 12 - | | |
| Multi-Surface / Glass Cleaner | 3-butoxypropan-2-01 | (6X750ML) | 12 | | |
| Hygienic hard surface cleaner | Alkyl alcohol ethoxylate | (6X750ML) | 18 - | | |

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

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

FORM OF TENDER

Date _____
Tender No. KUTRRH/TNDR/S/013/HSCS/2020-2022

To
The Chief Executive officer,
Kenyatta University Teaching Referral and Research Hospital
P.O. Box 7476-00100
Nairobi

[Name and address of procuring

entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including all addenda the of which is hereby duly acknowledged, we, the undersigned, offer to provide **Hygiene & Safety Cleaning services** in conformity with the said tender documents for the sum of
.....
(total tender amount in words)..... (and figures)
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1% 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 *120* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020

[signature]..... (In the capacity of)
.....

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20__ between [name of procurement entity] of [country of Procurement entity](hereinafter called "the Procuring entity") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

Viz

[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [contract price in words and

figures] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Hospital’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ___ the ___ (for the Procuring

entity) Signed, sealed, delivered by _ the ___ (for the tenderer)

in the presence of _____ .

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

SUPPLIER BUSINESS DETAILS (fill in Block letters)

Company name

Company Post Office Address:

Telephone Nos:

Office No. -----

Mobile No. -----

—

Fax No.

(with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

e-Mail Address

(with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

Company Registration Number:

1. Location of business premises

2. Building name and number -----

3. Floor Number -----

4. Room number -----

5. Plot Number -----

6. VAT Certificate Number -----

7. Local Authority License Number ----- Expiry Date -----

8. PIN certificate Number

9. Website if any -----

| | | |
|---|--|--|
| Contact Name | | Job Title |
| Telephone No. | Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): | e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): |
| _____ | _____ | _____ |
| Main business activity | | |
| Please NOTE giving false information in this section will lead to outright Disqualification from tendering process. | | |
| Type of organization (please tick as necessary) | | |
| 1. Partnership 2. Co-operative 3. Private Ltd. 4. Public Company 5. Other. | | |
| Type of premises (tick as necessary) | Freehold | |
| 1. factory, 2. warehouse 3. Other. | Leasehold | |
| Names of executives | | |
| Chairman ----- | Nationality ----- | |
| Shares held ----- | | |
| Managing Director ----- | Nationality ----- | |
| Shares held ----- | | |
| Company Secretary ----- | Nationality ----- | |
| Shares held ----- | | |
| Name of Directors | | |
| 1. ----- | Nationality ----- | Shares |

| | | |
|-------------------|--------------------|--------|
| held ----- | | |
| 2. ----- | -Nationality ----- | Shares |
| held ----- | | |
| 3. ----- | Nationality ----- | Shares |
| held ----- | | |
| 4. ----- | Nationality ----- | |
| Shares held ----- | | |
| 5. ----- | Nationality ----- | |
| Shares held ----- | | |

Name and address of ultimate holding company and any subsidiary companies

| | |
|---------------------------------|------------------------------------|
| Total no. of employees in group | No. of locations/premises in group |
|---------------------------------|------------------------------------|

Member of a Trade Association?

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

| | |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)

- 1) Name: -----
- 2) Postal Address: -----
- 3) Telephone Land line number; -----
- 4) Fax Number: -----
- 5) Email Address: -----

Name of the account: -----

Account number: -----

Number of years operated: -----

SECONDARY BANKERS (if applicable)

Bank name and address: -----

Name of the account: -----

Account number: -----

Years of operation -----

Commercial References

Provide names and contact details of four customers that have done business with you in the last three years.

A) Trade References - customer 1

| | |
|---|---|
| -----Activity: ----- | Period of relationship: (Year) ----- ----- |
| Contact name: ----- ----- ----- | Fax no. ----- ----- Email address: ----- ----- |
| Value of contract orders in USD----- ----- | |
| Telephone No. ----- ----- Physical address; ----- ----- ----- | |

| | |
|---|---|
| B) Trade References - customer 2 | |
| Activity: ----- ----- | -----Periodofrelationship:(Year) ----- |
| Contact name: ----- ----- ----- | -----Faxno. ----- -----Emailaddress: ----- |
| Value of contract orders in USD----- ----- | |

Trade References - customer 3

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address:

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

Trade References - customer 4

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address:

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

SUPPORT SERVICES AVAILABLE

DECLARATION BY THE APPLICANT

Full names: -----

Telephone Number mobile -----

Telephone No. Land Line -----

Job title of signatory:-----

Signature of the applicant -----

Date of application: -----

TENDER SECURING DECLARATION FORM (AGPO)

To:

The Chief Executive officer,
Kenyatta University Teaching Referral & Research Hospital
P.O. Box 7674-00100
Nairobi

WHEREAS (Hereinafter called “the Tenderer”) has submitted its Tender dated for the supply and delivery to KUTRRH through tender no. -----

WE THE UNDERSIGNED, DECLARE THAT:-

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you if we are in breach of our obligations under the tender conditions, because we –
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following: -
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty-eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF 2020.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

The following is a requirement that every Bidder wishing to do business with KUTRRH must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
 - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

- a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

MEMORANDUM (FORMAT)

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'"

The company also confirms that it has not been debarred from participating in procurement proceedings

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS

..... [name of tenderer]

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

supply

.....
.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid

until the _____ day of 20 Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

[name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the

contract amount in an amount of
.....

.....
[amount of guarantee in figures and words].
We, the.....
.....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM
RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF.....20

BETWEEN

.....

APPLICANT AND

..... RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20in the matter of Tender No. of 20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address:
Physical

address..... Fax No. . Tel. No..... Email , hereby request the Public Procurement

Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1

.

2

etc

SIGNED..... (Applicant)

Dated onday of / . 2 020 .

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on . day of20

SIGNED

Board Secretary