



## KENYA URBAN ROADS AUTHORITY

*Efficient and safe urban roads*

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P.O. Box 41727-00100, GPO, NAIROBI

TENDER NO. KURA/RMLF/HQ/209/2019-2020

### PROVISION OF CLEANING AND SANITARY SERVICES AT KURA HEAD OFFICE

NOVEMBER, 2019

DIRECTOR, CORPORATE SERVICES  
KENYA URBAN ROADS AUTHORITY  
P. O. BOX 41727 – 00100  
NAIROBI

DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY  
P. O. BOX 41727 – 00100  
NAIROBI

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SECTION I - INVITATION FOR TENDERS

(See [www.kura.go.ke/tender](http://www.kura.go.ke/tender) notices)

SECTION II - INSTRUCTION TO TENDERERS

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## 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 Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KURA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 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 KURA 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 involved in the 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 KURA, 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/= for hard copy and free for those who download.
- 2.2.3 KURA shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of goods
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form
  - (xii) Declaration Form

(xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify KURA by post, fax or by email at KURA's address indicated in the Invitation for tenders. KURA will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by KURA. 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 candidates who have received the tender documents.

2.4.2 KURA 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 Tender Documents

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KURA, 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

2.7.1 The tender prepared by the tenderer shall comprise the following components:  
(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below  
(b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## 2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedule furnished in the tender documents, indicating the goods to be provided.

## 2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods 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 2.20.5

## 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Tenderers Eligibility and Qualifications

2.11.1 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 it's tender is accepted.

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

## 2.12. BID SECURING DECLARATION

2.12.1 The bidder shall furnish, as part of his bid, a duly filled and signed bid Securing Declaration Form as shown in the Appendix to instruction to tenderers.

2.12.2 The bid securing declaration shall be in the format and in accordance with bid securing declaration form included in Section 3. The bid securing declaration shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause Error! Reference source not found..

2.12.3 Any bid not accompanied by an acceptable bid securing declaration will be rejected by the Employer as non-responsive.



2.12.4 The bid securing declaration of unsuccessful bidders will expire either 28 days after the expiration of the period of bid validity or upon receipt of copy of notification of award to successful bidder whichever comes earlier.

2.12.5 The bid securing declaration of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.

2.12.6 The bidder shall automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, if:

a) bidder withdraws his bid, except as provided in Sub-Clause Error! Reference source not found..

or

in the case of a successful bidder, if he fails within the specified time limit to:

- (i) sign the Contract Agreement or
- (ii) furnish the necessary performance security

## 2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KURA as non-responsive.

2.13.2 In exceptional circumstances, KURA 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 granting the request will not be required nor permitted to modify its tender.

## 2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare one (1) original and (1) copy 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 un-amended 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 the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KURA 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 the Closing date and time indicated on newspaper advertisement

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, KURA 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 KURA at the address specified under paragraph 2.15.2 not later than the Closing date and time indicated on tender notice.

2.16.2 KURA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KURA 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 the tender box shall be received by KURA 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 tenders, is received by KURA prior to the deadline prescribed for 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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

## 2.18. Opening of Tenders

- 2.18.1 KURA will open all tenders in the presence of tenderers' representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender and such other details as KURA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 2.18.3 KURA will prepare minutes of the tender opening, which will be submitted to 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 KURA 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.
- 2.19.2 Any effort by the tenderer to influence KURA during tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination and Responsiveness

- 2.20.1 KURA 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.
- 2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 KURA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KURA 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. KURA'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 KURA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21. Conversion to single currency

2.21.1 Where other currencies are used, KURA 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 KURA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 KURA'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 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) Operational Plan

(i) KURA 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 KURA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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. KURA may consider the alternative payment schedule offered by the selected tenderer.

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

## 2.23. Contacting KURA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KURA 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 KURA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## 2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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 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 2.11.2, as well as such other information as KURA 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 KURA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## 2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KURA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract award, 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.

## 2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 KURA 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 KURA's action. If KURA determines that none of the tenders is responsive, KURA shall notify each tenderer who submitted a tender.

2.26.2 KURA 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.

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

## 2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, KURA will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KURA pursuant to clause 2.9.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KURA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 14 days unless there is an administrative review request.

## 2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KURA.

2.29.2 Failure by 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 KURA may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

2.30.1 KURA 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.

2.30.2 KURA 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

2.30.3 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 the provision of cleaning and sanitary 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1 Eligible Tenderers	Registered Firms in Kenya
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 100,000/= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	90 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3 Bulky tenders	Delivered to The Director General's Office, Kenya Urban Roads Authority, Barabara Plaza, Mazao Road, Off South Airport Road, JKIA-NAIROBI.
2.18.1 Opening of Tenders	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

## (II) Criteria of Evaluation

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

### All documents **MUST** be certified by a Commissioner for Oaths

#### II) Evaluation Criteria

The method of evaluation will be must meet criteria, and the evaluation criteria will be applied as indicated here below: -

##### a) Preliminary Evaluation

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Schedule VI Clause 2.8	- Amount must be indicated - Properly stamped, filled and signed
2.	Bid Security	Schedule VI Clause 2.12	- must be valid 30 days after bid validity
3.	Confidential Business Questionnaire	Schedule VI	- Properly filled, stamped and signed - Provide all required information
4.	Form of Power of Attorney	Schedule VI	- Properly filled, stamped and signed
5.	Tax Compliance Certificate	Tender notice	- Provide valid tax compliance certificate
6.	Certificate of Incorporation	Tender notice	- Copy of certificate Certified by Commissioner for Oaths
7.	Properly filled price schedule	Clause 14.1 Clause 2.9	- Fill all prices and amounts and counter sign any alteration(s)
8.	Eligibility	Schedule VI Tender notice	- Legible copies of National ID or passport for all directors - certified System generated Form CR12 (12 months) - Certified copy of current Business License from Nairobi City County or any other County where business is located - Provide copy of current valid NHIF and NSSF Compliance Certificate
9.	Conflict of interest	Schedule VI	- to state explicitly



10.	Schedule of Financial standing	Schedule VI	- Properly filled, stamped and signed
11.	Certificate of Tenderers Visit to Site	Schedule VI Tender notice	- Attend pre-bid meeting/visit - Certificate must be signed and stamped by the Employer's representative
12.	Schedule of Key Personnel	Schedule VI	- Properly filled, stamped and signed
13.	Previous work Completed Satisfactorily	Schedule VI	- Properly filled, stamped and signed
14.	Declaration form for bankrupt or insolvent	Schedule VI	- Properly filled, stamped and signed
15.	Anti-corruption form	Schedule VI	- Properly filled, stamped and signed
16.	Copy of Bid Document	Clause 2.14	- Replica of the original (mutilating KURA document leads to disqualification)
17.	Serialization of all pages in the bid document	Tender notice	- All pages of the tender documents must be serialized.( either the bidder serializes from the first page of the tender documents or serializes as continuity from the KURA tender documents i.e. if the KURA tender documents ends at page 200 then the next document of the bidder should continue as 201 , 2012.....
REMARKS			- Bid document to be complete, properly filled and signed.

## 2. TECHNICAL EVALUATION CRITERIA

No.	Parameters	MUST MEET CRITERIA
1.	Provide client references in Cleaning and Sanitary Services with a combined value of at least Five Million in the last 3 three years from Tender Opening Date. (Provide Letters of Award, LSO or Contract Documents showing dates, amounts and client contact)	YES/NO
2.	Provide your organizational /company structure showing Current establishment	YES/NO
3	Team Leader - <ul style="list-style-type: none"> <li>• Certificate in Housekeeping</li> <li>• Experience in Cleaning and Sanitation – (3 Years and Above (Attach certified CVs and Certificates)</li> </ul>	YES/NO
4.	Operational plan – Should outline how the bidder plans to execute the assignment. Cleaning schedules -This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly	YES/NO

No.	Parameters	MUST MEET CRITERIA
5	Provide ownership/lease evidence of the following list of tools and equipment. (Purchase Receipts, Invoice & Logbooks where applicable) <ul style="list-style-type: none"> <li>• Sanitary waste disposal bins</li> <li>• Walk Behind Scrubber</li> <li>• Carpet Extractor</li> <li>• Floor Polisher</li> <li>• Wet and Dry Vacuum Cleaner</li> </ul>	YES/NO
6	Training Schedule - Outline of a training plan for your employees (This shall include but not limited type of training, No. of personnel, Apparatus to be used, time)	YES/NO
7	Provide audited financial statements for the last 2 years	YES/NO
8	Provide compliance certificates from NHIF and NSSF	YES/NO
9	Provide a valid business license from the county government showing business location.	YES/NO
	REMARKS	YES/NO

- Bidders must achieve YES in all the measured parameters to qualify.
- The bidders who pass the technical criteria will be subjected to financial evaluation

### 3. FINANCIAL EVALUATION

The Bidder who shall be determined as the lowest evaluated bidder shall be considered and recommended for award.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## 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 KURA 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 KURA under the Contract.
- (d) “KURA” 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 super ceded by provisions of other part of the contract

### 3.3. Standards

3.3.1 The goods 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 KURA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KURA 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 KURA’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KURA and shall be returned (all copies) to KURA on completion of the contract’s or performance under the Contract if so required by KURA.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify KURA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods under the contract or any part thereof.

### 3.6 Performance Security

3.6.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KURA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KURA 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 KURA and shall be in the form of Bank guarantee and in the format provided in the tender document only:

- 3.6.4 The performance security will be discharged by KURA 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 goods and Documents
- 3.7.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified by KURA in the schedule of requirements and the special conditions of contract
- 3.8. Payment
- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by KURA, 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 provided 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 KURA's 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 KURA 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 KURA's prior written consent.
- 3.11. Termination for Default
- 3.11.1 KURA 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by KURA.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of KURA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- 3.11.2 In the event KURA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to KURA for any excess costs for such similar goods. However the contractor shall continue performance of the contract to extent not terminated.
- 3.12. Termination for Insolvency
- 3.12.1 KURA 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 KURA.
- 3.13. Termination for Convenience
- 3.13.1 KURA 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 KURA may elect to cancel the supply of goods and pay to the contractor an agreed amount for partially provided goods.
- 3.14 Resolution of Disputes
- 3.14.1 KURA 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

3.1.1 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.

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, whether there is a conflict between GCC and the SCC, the provision of 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 general conditions of contract	Special condition of contract
3.6 Performance Security	A performance security of 1% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.7 Delivery of goods/services	The services shall be provided to KURA offices at Barabara Plaza, Mazao Road, Off South Airport Road, JKIA.
Contract Period	14 <sup>th</sup> December 2019 – 13 <sup>th</sup> July 2020
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notices	The Director General, Kenya Urban Roads Authority, Barabara Plaza, Mazao Road, Off South Airport Road, JKIA  P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844



## SECTION V - SCHEDULE OF REQUIREMENTS

### Background

Kenya Urban Roads Authority herein referred to KURA wishes to tender for provision of Cleaning and sanitary Services for KURA Offices as specified in the tender document.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions. The Service provider will be required to employ the necessary tools and equipment needed necessary for attainment of the required standards of service and ensure strict adherence to current Occupational Safety and Health regulations in the workplace.

The following are the required services;

No	Item Description	Quantity
1	Cleaning of floors -Granito Tiles (sqFt)	55669
2	Vacuum cleaning and shampooing of the carpeted area (SqFt)	7298
3	Dusting and cleaning of all the office furniture and equipment	
4	Dusting and cleaning of all the glass panes	
5	Cleaning of the stair cases and the parking area	
6	Cleaning of Toilets (4 Gents & 2 Urinals @ Floor)	5
7	Cleaning of Toilets (4 Ladies @ Floor)	5
8	Provision of 4 Sanitary Bins & disposal (4Ladies @ Floor)	5
9	Provision of all cleaning materials and equipment	
10	Provision of premium QUALITY tissue paper for all the washrooms (Both Ladies & Gents in the Five Floors)	
11	Provide Premium quality disposable hand drying towels in the dispensers	
12	Provide quality hand washing soap in all the washrooms	
13	Provide quality air fresheners in all the washrooms	
14	Disposal of Waste (garbage) on a weekly basis to a county approved dumpsite	
15	Fumigation of offices (after 3 months)	
16	Provision of size AA batteries to all soap dispensers and water taps	

NB:

- The Cleaning Firm shall provide a total number of Nineteen (19) Cleaners
- Site visit is mandatory. Failure to attend shall lead to automatic disqualification.

SCHEDULE OF PROVISION OF CLEANING AND SANITARY SERVICES REQUIREMENTS			
No.	Item Description	Service Description	Frequency
1.	Offices, Furniture & Fittings and Desk equipment.	<p>Floor cleaning including sweeping, dusting, moping, buffing, scrubbing</p> <p>Washing windows, walls, skirting, trunking, panels and extension sockets.</p> <p>Dry and dump dusting of all types of furniture and fittings (cabinets)</p> <p>Empty of refuse bins and removal of office waste,</p>	Daily before 8 am
2.	Washrooms	<p>Clean and wipe bowls and sink with soap and detergents and soft pad.</p> <p>Disinfect bowls, sinks, door handles and taps and soap dispenser.</p> <p>Clean mirror and dry them with yellow duster.</p> <p>Scrub the floor with multi-purpose and soft pad and dry them with mop.</p> <p>Provide and ensure at all times there are at least three quarter size urinal bawls.</p> <p>Ensure all times toiletries are replenished .(tissue paper, gentle hand wash soap ,air freshener etc</p> <p>Cleaning monitor cards to be duly completed for evaluation daily.</p>	Major done every day 2hrs from 6.00am up to 5.00pm
3.	Corridors, Staircases, and lifts	<p>Floor cleaning including sweeping, dusting, moping, buffing, scrapping.</p> <p>Clean mirror and dry them with yellow duster.</p> <p>Entire floor clean and free from dust stain and litter.</p> <p>Clean skirting always</p>	Daily before 8.00am and spot cleaning within the day to ensure the area are kept clean.
4.	Waste Management	Emptying waste bins /cans from offices and depositing the same at designated point within the building.	Daily

5.	Fumigation	<ul style="list-style-type: none"> <li>Fumigate the buildings once every three months and whenever need arises.</li> </ul>	Quarterly
6.	Provision of Sanitary Services.	<ul style="list-style-type: none"> <li>No. of sanitary bins required 20No.</li> <li>Change and service sanitary bins</li> </ul>	Twice a Month
7.	Carpeted area	<ul style="list-style-type: none"> <li>Hoover all carpeted areas regularly</li> <li>To be vacuum cleaned regularly using dry-Hoover machine</li> <li>Carpets should be maintained free from pins, stains, debris and dust.</li> <li>Thorough cleaning of Carpet and shampooing to be done weekly and whenever the need arises.</li> </ul>	Daily
8.	Windows	<ul style="list-style-type: none"> <li>Should be clean leaving no streak marks or spots using windowlens or similar provided by the contractor.</li> <li>Should be free from dust and oily stains.</li> <li>They should be free from dust and cobwebs</li> <li>Thorough Cleaning to be done twice per month.</li> </ul>	Interior- Twice a week

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **FORM OF TENDER** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **PRICE SCHEDULE FORM** -The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Securing Declaration Form** - As per the tender document the tenderer shall provide tender security in the form included hereinafter.
6. **Performance Security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to KURA.
7. **Anti - Corruption Declaration Form** - The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
8. **Declaration form for Bankrupt or insolvent and debarment** - The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
9. **Form of Power of Attorney:** The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
10. **Certificate of tenderers visit to site:** The form must be completed by the tenderer at the point of visiting the site and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
11. **Schedule of key personnel:** The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
12. **Previous work completed by the bidder:** The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
13. **Financial standing schedule:** The form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

## Form of Tender

To: KURA

Date .....

Tender No. KURA/RMLF/HQ/209/2019-2020

Tender Name: PROVISION OF CLEANING AND SANITARY SERVICES AT KURA OFFICES

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver office furniture for KURA offices under this tender in conformity with the said Tender document 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 cleaning and sanitary services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of ..... [Number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**PRICE SCHEDULE OF GOODS/SERVICES**

<b>Item</b>	<b>Description</b>	<b>Total square foot</b>	<b>No. of personnel to be deployed</b>	<b>RATE PER MONTH (KSH)</b>	<b>Duration</b>	<b>TOTAL AMOUNT (Kshs.)</b>
1.	KURA Headquarters Barabara Plaza	5,5669 (Granito floor) 7298 (Carpeted area)	19		7 Months	

We undertake, if our tender is accepted, to provide the services to KURA offices situated at Barabara Plaza, Block D in accordance with the details specified herein above.

Name of the Bidder Firm.....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal: .....

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part \_\_\_\_\_ General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. ....Fax ..... Email  
 Nature of business .....  
 Registration Certificate No. ....

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

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

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

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

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





FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

Alternate:

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

\*To be filled by all Bidders.

\*Both representative and alternate must attach copy of National Identification card or Passport.

---

BID -SECURING DECLARATION FORM

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

Date:..... [insert date (as day, month and year) of Bid Submission] Tender No.  
.....[insert number of bidding process]

To:.....  
insert complete name of Purchaser]

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, if we are in breach of our obligation(s) under the bid conditions, because we –
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to tenderers.
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) twenty-eight days after the expiration of our Tender.
- 4 We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on ..... day of ....., ..... [insert date of signing]

**KEY PERSONNEL**

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Headquarters					
Partner/Director or other key staff (give designation)					
Supervisors					
Team leader					
1 <sup>st</sup> Supervisor					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Bidder's headquarters and on site to direct and execute the work together with their qualifications, experience, position held and nationality. Bidders shall attach certified copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)



**FINANCIAL STANDING**

- 1 Submit copies of audited profit and loss statements and balance sheet for the last two calendar years and estimated projection for the next two years with certified English translation where appropriate.
- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

**SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.**

	Year 1(.....)	Year 2(.....)
	KShs.	KShs.
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-4)		

(a) Name/Address of Commercial Bank providing credit line

.....  
 .....

(b) Total amount of credit line KShs.....

Attach a certified copy of Undertaking of the Bank to provide the credit.

(c) Attach bank statements for the last six (6) months

I certify that the above information is correct.

.....  
 Date

.....  
 Signature of Bidder

(To be signed by authorized representative and officially stamped)

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

participated in the organised inspection visit of the site of the works for the

TENDER NAME: PROVISION OF CLEANING AND SANITARY SERVICES AT KURA HEAD OFFICE CONTRACT NO: KURA/RMLF/HQ/209/2019-2020
--

held on.....day of.....20.....

Signed.....

(Employer's Representative)

.....

.....  
(Name of Employer's Representative)

.....  
(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

DECLARATION FORM FOR BANKRUPT OR INSOLVENT AND DEBARMENT

Date:

To

The Kenya Urban Roads Authority  
P.O Box 41727 – 00100,  
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

.....  
.....

.....declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/ We are not 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) That I/We are not under any ongoing investigation by the Ethics and Anti-Corruption Commission (EACC) for any corrupt and/or economic crimes or practices.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

.....

Name of Tenderer

.....

Signature of duly authorised person signing the Tender

.....

Name and Capacity of duly authorised person signing the Tender

.....

Stamp or Seal of Tenderer

ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We ..... of Post Office Box ..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.

..... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... C.E.O. or Authorized

Representative. Name .....

Designation.....

Signature.....

Date.....

In case of sub-contracting

Signed by ..... CEO of the firm to be subcontracted

Name.....

Designation.....

Signature.....

Date.....



PERFORMANCE SECURITY FORM

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply .....  
*[description of services]* (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a 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 of money 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 of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

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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

CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between Kenya Urban Roads Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called KURA) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KURA invited tenders for the Supply and Installation of Vertical Window Blinds for KURA offices and has accepted a tender by the tenderer for the supply of the goods/services in the sum of \_\_\_\_\_ [contract price in words and in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of security
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) KURA’s Notification of Award and acceptance
3. In consideration of the payments to be made by KURA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KURA for Supply and Installation of Vertical Window Blinds and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KURA hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for KURA)

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

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the Kenya Urban Roads Authority of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc.

SIGNED ..... (Applicant)

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

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FOR OFFICIAL USE ONLY

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

SIGNED  
Director General