



Kirinyaga University

**TENDER FOR THE PROVISION OF
COMPREHENSIVE CLEANING SERVICES,
SANITARY SERVICES, GARBAGE COLLECTION
AND FUMIGATION SERVICES (OPEN TENDER)
AT
KIRINYAGA UNIVERSITY**

TENDER NO: KyU/TN/CCS/002/2021

TENDER CLOSING DATE AND TIME: Wednesday 5th May 2021 at, 10.00 AM.

TENDER OPENING DATE AND TIME: Wednesday 5th May 2021 at, 10.00 AM

**MANDATORY SITE VISIT DATES: 20th-23rd April 2021 starting at 10.00
a.m. – 2.00 p.m**

ISSUED BY:

THE VICE CHANCELLOR

KIRINYAGA UNIVERSITY

P.O. Box 143-10300 Kerugoya.

Website: www.kyu.ac.ke

APRIL, 2021.

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SECTION I - INVITATION TO TENDER

TENDER NO. KyU/TN/CCS/002/2021: TENDER FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICES, SANITARY SERVICES, GARBAGE COLLECTION AND FUMIGATION SERVICES AT KIRINYAGA UNIVERSITY

KyU invites sealed tenders from eligible candidates for the Provision of Comprehensive Cleaning Services, Sanitary services, garbage collection and fumigation Services in the University for a period of 24 months. The initial contract will run for a period of 12 months, to be renewed for a further 12 months' subject to Satisfactory Performance by the contractor.

Interested and eligible candidates may inspect Tender documents online at the University website (www.kyu.ac.ke) or the Kenyan Government Public procurement information portal (tenders.go.ke). bidders can also request for PDF copy of the tender document via email at procurement@kyu.ac.ke.

Soft copy documents have been provided free of charge.

Those who choose to have hard copies will pay a non-refundable fee of **Ksh 1,000.00** at the Finance office, at Kirinyaga University.

Tenderers who download the document should register with the University through procurement@kyu.ac.ke to access any clarifications or addendum issued.

Bidders should submit a tender security of Ksh. 200,000.00 alongside their bid. Tender security should be issued either by a Bank registered by CBK, Microfinance Bank, or insurance company authorized to issue securities by PPRA.

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

Sealed and duly completed Bids in plain envelopes clearly marked the “**Tender Number/Registration No and Description**” without identifying the Tenderer should be addressed to:

**The Vice Chancellor
Kirinyaga University
P.O. Box 143-10300
Kerugoya, Kenya**

And be deposited in the Tender Box located at the Administration Block so as to be received on or before **Wednesday 5th May 2021 at, 10.00 AM East African Time**. Bulky tenders which will not fit in the tender box shall be delivered at the Procurement Office at the Administration Block. Bidders must sign a register upon delivery of bulky bids at the Procurement Office.

Tender documents will be opened immediately after closing, in presence of Bidders or their representatives who choose to attend the opening session at Kirinyaga University.

In a bid to comply to the Ministry of Health guidelines on Covid 19, only one bidder shall be allowed into the tender opening hall during tender opening.

Mandatory site visit tours of all KyU facilities shall be carried out at the University starting on 20th-23rd April 2021 starting at 10.00 a.m – 2.00 p.m. All interested bidders who wish to be considered for this tender MUST attend the site visits at the given time. A site visit certificate will be issued to bidders as proof of attendance to the site visit. The purpose of the site visits is to allow the bidders an opportunity to appreciate the scope of works.

Covid-19 protocols SHALL be observed during the site visits.

Women, Youth and Persons with Disability who are duly registered and satisfy all the conditions of the Tender and Registration documents are encouraged to apply.

Any canvassing will lead to automatic disqualification of the bidder.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION III - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The University employees, committee members, board members and their relatives (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 University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The University will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the University. Written copies of the university's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2 The University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.5.1 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.

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

2.6. Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the University within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the University's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2% (per cent) of the tender price (Specific tender security has been indicated in the SCC)

2.12.2 The tender security is required to protect the University against the risk of Tenderers 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) A bank guarantee.
- b) Cash paid to KyU cashier and receipt issued.
- c) Such insurance guarantee approved by the Authority (PPRA).
- d) 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 University as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderers 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 University on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, the University may solicit the Tenderers 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 University at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Wednesday 5th May 2021 at, 10.00 AM,**"

- 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
- 2.15.5 The University will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the University at the address specified under paragraph 2.15.2 no later than **Wednesday 5th May 2021 at, 10.00 AM.East African Time**
- 2.16.2 The University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the University 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 University prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderers modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderers forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.5 The University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The University will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 5th May 2021 at, 10.00 AM. East African Time** at Kirinyaga University. 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 University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The University will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the University may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the University in the University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the

total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The University 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 as **specified in the MANDATORY and TECHNICAL requirements**: - (Detailed criteria for evaluation has been provided).

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

2.23. **Contacting the University**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the University 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 University 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 University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderers 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 University deems necessary and appropriate.

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

b) Award Criteria

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

2.24.4 The University reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the University's action. If the University determines that none of the tenderers is responsive; the University 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 University will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the University 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 Tenderers furnishing of the performance security pursuant to paragraph 31, the University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the University.

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement 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 University may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX III; TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Registered Kenyan Companies Offering Comprehensive Cleaning Services, Sanitary Services, garbage collection services (as specified) and fumigation services (as specified).
2.10	Particulars of other currencies allowed. Kenya Shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required. DETAILED ELIGIBILITY CRITERIA IS PROVIDED
2.12	Particulars of tender security if applicable. Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or insurance company approved by the Public Procurement Oversight Authority (Ksh. 200,000.00)
2.24	Particulars of post – qualification if applicable: - Kirinyaga University shall carry out a due diligence exercise in order to ascertain information and documents submitted by the bidders (documentation as well as experience). Any bidder found to issue documents that are not authentic, or untrue information shall be disqualified.
2.30	Particulars of performance security if applicable The winning bidder shall be required to submit a performance security of 5% of the contract price.

EVALUATION CRITERIA (BIDDER ELIGIBILITY REQUIREMENTS)

8.7 PRELIMINARY AND TECHNICAL EVALUATION RESPONSE FORMS

8.7.1. Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderers submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. All required certified copies should be certified by the issuing office or an advocate registered in Kenya. KyU shall confirm the authenticity of documents issued.

No.	Parameters / Requirements	Submitted / Not Submitted
	A. PRELIMINARY EVALUATION TO DETERMINE RESPONSIVENESS	
1.	Tender Security of Kshs. 200,000.00 valid for 120 days from the date of tender opening.	
2.	Tender document Must be sequentially serialized (paginated) on every page.	
3.	Tender documents MUST be properly bound. No loose documents will be accepted	
4.	Bidders should return two copies of the tender documents “Original” and “Copy”	
	B. COMPLIANCE TO LEGAL AND REGULATORY REQUIREMENTS REGARDING THE TENDER	
1.	Certified Copy of certificate of Registration/Incorporation	
2.	Certified copy of company CR12 showing shareholding of the company	
3.	A certified copy of Current Trading License/Business Permit for the year 2021	
4.	A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority valid as at the time of tender opening	
5.	Company VAT Certificate	
6.	Certified current license from NEMA for transportation and disposal of sanitary waste	
7.	Certified current license from NEMA for transportation and disposal of biomedical waste.	

	LEGAL REQUIREMENTS CONT....	
8.	Current license from Pest Control Products Board for use and offering pests control and fumigation services	
9.	Must provide evidence of being registered with NSSF. Submit either valid compliance certificate or Registration certificate and also submit evidence of remittance of Employees Contributions for the last three (3)months	
10.	Must provide evidence of being registered with NHIF. Submit either Valid Compliance or Registration certificate from NHIF and also submit evidence remittance of Employee Contributions for the last (3) three months	
11.	Be WIBA Compliant – Provide a copy of current staff Policy as evidence	
12.	Provide a current copy of Group Personal Accident Insurance Cover	
13.	Proof of compliance with prevailing Labour laws in respect to minimum wage, statutory remittances, protective clothing,etc. Attach a duly certified letter from the local Labour Office.	
	C. MANDATOR FORMS THAT SHOULD BE FILLED AND SIGNED	
1.	Form of Tender duly Completed, Signed and Stamped by the Tenderer in the format provided.	
2.	Price Schedule Form duly Completed, Signed and Stamped by the Tenderer in the format provided.	
3.	Must submit a duly completed and signed Confidential Business Questionnaire in format provided	
4.	Litigation history form: Details of bidders' litigation history, including any PPRAB history by or against the bidder and the decisions made on the same. In case the bidder does not have any litigation history they should write a letter indicating the same.	
5.	Site visit certificate issued by KyU.	
	D. OTHER MANDATORY REQUIREMENTS	
1.	Power of Attorney document for the person authorized to sign the tender documents	
2.	Provide certified copies of reference letters from previous clients where similar or related works have been carried out (Minimum 5 letters)	
3.	Must demonstrate capacity to provide adequate labor to cater for the requirements of the University by providing evidence that they have a minimum of 50 permanent staff. Evidence may be in form of the payroll for the last 6 months.	
4.	Must submit Certified audited financial statements for the last three years with a turnover of not less than Ksh. 5 million. Financial statements must be duly signed by independent auditors and company directors	

5.	Must provide a list of equipment to be used in provision of the cleaning services (Include proof of ownership.) Must also provide a list of vehicle (s) to be used in provision of the cleaning services (provide proof of ownership)	
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8.7.2 TECHNICAL EVALUATION CRITERIA

In this section the tenderer is expected to provide information to enable The University assess their capability. Marks will be awarded as below to arrive at the technical score

Item	Factor for Consideration	Marks
1	<p>Tenderers experience and Capacity</p> <ul style="list-style-type: none"> ➤ Experience in provision of Cleaning Services ➤ List of at least five sites where supplied ➤ Testimonials and reference letters from the clients and LPOs / Contracts for each contract <p>Four (4) marks for each of the sites indicated complete with the following: (1 mark each parameter) (4*5 =20)</p> <ul style="list-style-type: none"> a) Certified reference letters from the company, b) copies of LPOs / Contracts indicating amount awarded c) contacts including email and telephone contacts of the client. d) Contact person from the client's organization 	20
2	<p>Personnel experience and Qualifications</p> <ul style="list-style-type: none"> ➤ Provide number of qualified staff currently employed by your firm (attach company payroll for the last six months) -3 mks ➤ Please attach your organizational / Company structure indicating designations, names and responsibilities of respect -ive office holders (2mks) ➤ Attach CVs and certificates of the following Minimum staff required: (Staff must be on payroll provided). <ul style="list-style-type: none"> (i) Management Staff – at least two (2 No.)- 1 marks each (ii) Supervisory staff – at least four (4 No.) – 1 Marks each (iii) Other staff – at least eight (8 No.) – 1 mark each <p>Attach CV and certificates</p>	19

Item	Factor for Consideration		Marks
3	<p>List of Cleaning Equipment / Machines owned by the Company e.g. Hooving machine, Scrubbing Machine, Sucker etc. (attach ownership evidence eg. Lease agreements or purchase receipts and photos)</p> <p>1 marks each upto a maximum of 10</p>		10
4	<p>Financial Strength of the Tenderer</p> <p>The Tenderer's Financial Performance based on Certified Audited Financial Statements. The audited financial statements for the last three (3) years with turnover of not less than Ksh 5,000,000</p> <p>Turnover of below 5 million – 0 marks Turnover of between 5 million to 10 million – 5 marks Turnover of between 10 million to 15 million – 8 marks Turnover of between 15million to 25 million – 10 marks Turnover of between 25million to 50 million – 13 marks Turnover of over 50 million – 15 marks</p> <p>Bankers recommendation letter indicating Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) –2marks</p>		17
5	<p>Vehicles either owned or leased (If owned submit copy log books which must be in Company's name and if leased attach copy lease agreement)</p> <p>2 marks for each vehicle for a maximum of 5 vehicles</p>		10
6	<p>Provide relevant documentation to demonstrate that your employees' salaries are as per or above Government minimum wage guidelines (GMWG).</p> <p>Attach Certified Copy of the payroll for permanently employed staff members for the last 6 months</p> <p>KES 2,000/= or above GMWG - 5 marks</p> <p>KES 1,000/= or above GMWG - 3 marks</p> <p>As per GMWG – 1 mark</p>		5

Item	Factor for Consideration	Marks
7	Mode of paying salaries to Employees Through Banking institutions - Attach a referee letter from any bank – 3 marks Other mode – State – 1 marks	3
8	Certificates of good Conduct – Provide copies of certificates of good conduct for at least 16 Cleaning staff members. 0.5 mark each upto a maximum of 16 (The staff members must be in the payroll provided)	8
9	Relevant Training program that the employees undergo Please provide details of training schedule and copies of certificates issued to staff.	4
10	Membership of a local or International Sanitary Services Association or any other association relevant to Cleaning Services	4
	TOTAL	100
	PASS MARK	80

The pass mark for technical evaluation is 80%. Only bidders who pass technical evaluation shall proceed to financial evaluation.

DUE DILIGENCE EXERCISE

The University shall also carry out a due diligence exercise on all responsive bidders to verify experience and documentation issued. Any material deviations from the due diligence exercise shall lead to disqualification of the bidder.

FINANCIAL EVALUATION

At this stage, bidders shall be ranked from the lowest responsive to the highest responsive bidder

The contract shall be awarded to the lowest responsive bidder.

All bidders shall be notified of the outcome of the evaluation process.

SECTION IV; GENERAL CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
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- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
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- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the University as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the University and shall be in the form of:
- a) Cash paid to KyU cashier and receipt issued.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the University and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the University.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the University may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the University.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices

by the tenderer in its tender or in the University's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

The University'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 University 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 University 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.

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.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 5% of contract sum
3.8	Specify method and conditions of performance: Payments to be made on monthly basis after satisfactory services have been rendered& invoices issued
3.9	Specify price adjustments allowed: prices to remain valid for the entire contract period for two years
3.14	Specify resolution of disputes: Disputes to be settled as per the Arbitration Laws of Kenya
3.17	Specify applicable law: laws of Kenya
3.18	Indicate addresses of both parties Kirinyaga University P.O.Box 143-10300 Kerugoya
Other's as necessary	All respective bidders must visit KyU and view all cleaning areas before bidding and ensure that the visit letter is signed by the KyU Representative. Bids without site visit letter will be disqualified

SECTION V – SCHEDULE OF REQUIREMENTS

COMPREHENSIVE CLEANING SERVICES

(1) GENERAL

THE University intends to engage a professional cleaning firm to provide comprehensive cleaning services in all stations owned and managed by the University. Details of the required services are provided in section VI- Description of services: -

The contract will be for an initial period of one-year renewable subject to satisfactory performance and at the discretion of the university.

During this period, the successful Tenderer will be required to maintain all the required licenses.

The University areas are such as required are as below:-

AREAS OF CLEANING

ADMINISTRATION BLOCK

- a) Reception area
 - b) Staff offices
 - c) Washrooms;(ladies and gents' washrooms)
 - d) Stair case
 - e) Corridors
 - f) Boardroom
 - g) Workshops
 - h) Footpaths around the block
- (comprehensive details provided)

LIBRARY BLOCK

- a) Library halls
- b) Staff offices
- c) Washrooms
- d) Stairs
- e) Corridors
- f) Ramps
- g) Material Stores
- h) Notice Boards
- i) Walkways

TUITION BLOCK

- a) Main hall
- b) Staff offices

- c) Computer labs
- d) Workshops
- e) Classrooms
- f) Health sciences skills lab
- g) Tuition block entry
- h) Washrooms
- i) Walkways

DISPENSARY LOCATED AT THE TUITION BLOCK

- a) Store
- b) Pharmacy
- c) Lab
- d) Staff offices
- e) Consultation rooms
- f) Reception bay
- g) Walkways

MEN HOSTEL

- a) Washrooms
- b) Students lounge
- c) Foot paths

LADIES HOSTEL

- a) Washrooms
- b) Students lounge
- c) Footpaths
- d) Offices

ABLUTION BLOCK

- a) Ladies WASHROOMS
- b) Gents WASHROOMS
- c) Corridors
- d) Walkways

CENTRAL STORES

- a) Staff offices
- b) Lecture halls
- c) Storage areas

TWIN WORKSHOP (ESP BUILDING)

- a) Workshops
- b) Computer labs
- c) Washrooms

- d) Staff offices
- e) Classrooms

CDF LECTURE HALLS

- a) Classrooms
- b) Staff offices

PLUMBING WORKSHOP

- a) Workshop

ELECTRICAL WORKSHOPS

- a) Workshop

GATEHOUSE

- a) Office
- b) Washrooms
- c) Walkways and foot paths

ACADEMIC OFFICE BLOCK

- a) Staff offices
- b) Boardrooms
- c) Kitchenette
- d) Washrooms
- e) Staircases
- f) Corridors
- g) Walkways and footpaths (all)

KyU New Tuition Complex 1

- a) Basement floor and hall way
- b) Ground floor and hall way
- c) 1st floor and hall way
- d) 2nd floor and hallway
- e) 3rd floor and hall way
- f) 4th floor and hall way
- g) Washrooms (90 cubicles)
- h) Server rooms
- i) Stair cases
- j) Store under fire exist staircase
- k) Passenger lifts
- l) Generator and transformer room
- m) Main entrance and lobbies
- n) External paved walkways
- o) Storm water channels

- p) Footpath to tuition complex
- q) Roof top and rain water goods
- r) Grounds maintenance
- s) Fumigation of facilities

UNIVERSITY COMPOUND

Areas

- Pitches
- Flower gardens
- Grass (cutting and watering)
- Trees trimming
- All Fence/Hedges
- Drainages
- Access roads
- Manholes
- Sewage system
- Garbage collection
- Walkways and footpaths
- Termite control and fumigation

KITCHEN AND DINING HALLS

General cleaning (once a week)

- Floors
- Windows
- Footpaths
- Drainages
- Walls
- Washrooms
- Changing rooms

ANY OTHER AREAS IDENTIFIED DURING MANDATORY SITE VIST

(to be listed)

The cleaning services will require the contracted firm to undertake the following tasks:-

- Remove rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that all areas are free from any blemish
- Ensure that all areas are free from any foul or unpleasant odors’;
- Ensure that all polished or smooth surfaces retain their shining gloss;

- Provide all toilet accessories including high quality white tissue paper, hand wash soap, disinfectants, air freshener and automatic foot peddled sanitary bins.
- Collect and dispose all rubbish, dirt, waste materials or refuse from the building to places designated for the purpose.
- Fumigate the buildings once every month and whenever the need arises;
- Fumigate the grounds against termites when identified
- Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drains and make any reports to the University regarding any faults for rectification;
- Thoroughly scrub and polish floors once a week and whenever the need arises;
- Thoroughly scrub the cabbro parking areas of the University
- Wipe, dust and/or clean with wet cloth all the desks tops, workstations, computer surfaces, shelves etc.
- Clean desks, cabinets, tables, and chairs with soap and water where necessary once every three (3) months.
- Keep all walls clean at all times;
- Arrange in a professional manner reception and lobby areas to meet international standards.
- Ensure that walkways and footpaths are kept clean at all times
- Fumigate the all areas with sodium hypochlorite against Covid 19 virus once every week.

The contracts will also include provision of the items/services listed in the price schedule which will be paid for on actual consumption and instructions on the quantities should be properly documented.

DISPOSAL OF WASTE

- a) **Garbage collection:** The Services to be provided include Garbage Collection whose frequency will be agreed on and documented using the tender rates as a base.
- b) **Sanitary waste disposal:** The bidder will be required to dispose of all sanitary waste in compliance to legal and regulatory guidelines, and maintain all required licenses.
- c) **Bio-Medical waste disposal:** the bidder will be required to dispose of all medical waste in compliance to MOH and NEMA guidelines on disposal of medical waste from the University Health Services departments. The service provider will be expected to maintain all licenses during the entire contract period.

(3) **STAFF**

Age of employees

Above 18 years. Minimum number of staff required is 33 for all areas. However bidders shall determine the number of staff required.

Vetting

The successful contractor should have thorough knowledge of employees' background and must provide certificates of good conduct before engagement.

Adequate Personnel

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

Wages

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and the University will be at liberty to confirm this from whatever source to ensure this is complied with. This may include requesting the contractor to provide its payroll

Uniform and badges

The Cleaning staff must be provided with uniform and identification badges which they will be required to put on all the time.

Safety Clothing

The contractor must provide safety gear to employees, including gloves, helmets, ladders, gumboots.

(4) SCHEDULE OF CLEANING

Cleaning will be carried out every day. The actual timetable for weekly cleaning will be agreed on with each station. General Cleaning will also be done on Saturdays and as and when required. A roster of activities undertaken especially in the washroom should be kept

(5) EQUIPMENT AND CLEANING MATERIAL

The Contractor will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

The contractor will be expected to provide the following minimum equipment;

- Hedge trimmers
- Lawn mowers
- High pressure machine
- Scrubbing machines

SECTION- VI DESCRIPTION/SCOPE CLEANING OF SERVICES**1. ADMINISTRATION BLOCK**

- High dusting of the building to be carried out frequently.
- Cleaning of all building windows to be done once in per week.
- Dump dusting of walls, furniture to be done daily.
- Scrubbing of floor to be done daily.
- Door mats and mad scrappers must be free of dust and mud, must be swept at least twice in a day.
- Washrooms should be cleaned daily and disinfected , tissue papers , toilet soap and air fresher should be provided.

2. LIBRARY

- High dusting of the building to be carried out frequently.
- Cleaning of all building windows to be done once per week.
- Dump dusting of walls, furniture, book shelves to be carried out daily.
- Washrooms should be cleaned daily and disinfected , tissue papers, toilet soaps and air fresher should be provided.
- Scrubbing of floor stairs and ramps should be carried out daily.

3. OFFICES /CONFERENCE HALL/BOARDROOMS.

- High dusting to be carried out frequently.
- Dump dusting of furniture, office wall, shelves should be carried out daily.
- Cleaning of windows to be done at least once per week.
- Arranging of furniture in the conference and boardroom should be carried out daily.
- Scrubbing of floor using the collect equipment and materials should be done daily.
- Washrooms should be cleaned daily and disinfected, tissue papers, air freshener ,toilet soap to be provided daily.

4. LECTURE ROOMS

- All lecture halls should be high dusted frequently.
- Cleaning of windows should be carried out at least once per week.
- Dump dusting and arrangement of furniture should be done daily.
- Floor scrubbing should be done daily and waste paper baskets should be provided to avoid littering and emptying daily.
- Walls and skirting to be cleaned at least twice per week .
- Special cleaning of lecture rooms to be carried out twice per week

5. MATERIAL STORES

- All material stores should be swept and scrubbed once a month under the supervision of the university staff

- Offloading material when necessary
- Assisting departments in carrying teaching material from stores

6. NOTICE BOARDS

- All notice boards with glass sliding doors and metal frames should be wiped daily.
- Soft board notice boards should be dusted daily and removal of cobwebs, birds' nests and wasp nests should be removed constantly.

7. INSTITUTIONAL WASHROOMS/ABLUTION BLOCK

- All toilet floors should be wiped / moped, kept dry and disinfected using approved disinfectants twice a day i.e. morning and after lunch.
- Any system failures such as leakages should be reported for prompt repairs.
- Seats and enclosure piping and water closets should be without stains.
- Inside toilets bowls should not be marked by stains.
- Water seal level should be clean and free from marks, stains and fluff.
- Toilet paper dispenser and inlet should be clean.
- Pipe leading to the toilet bowls should always be clean.
- High quality Toilet papers should be supplied by the contractors for the washrooms as agreed shall be available and suitably positioned as agreed.

8. BASINS, SINKS AND URINALS

- These must be cleaned with an approved disinfectant throughout the day. Such cleaning must include the fresh handles.
- Supply moth balls, sanitary blocks, air freshener, disinfected and high quality toilet paper throughout the day. Toilet balls supply by the contractor should always be correctly placed.
- Ensure adequate supply of liquid soap in the soap dispensers and liquid hand washing Soaps for areas without soap dispensers. Any faulty soap dispensers and/ or hand dryers should be reported immediately.
- The urinals should be clean and free from debris. They should also be free from soap build-up and stains. The drains should be unblocked, cleaned and free from bad odour.
- Basins, drain, chains, plugs, soap dishes and taps should be free from stains and dry. Underneath basin fitting should be free from stains, dust, fluff and streak marks.
- Hand washing soap to be supplied daily.
- Sprays and air freshener will be of a type agreed on with the employers supervisor.
- Ensure that there are five (5) urinal balls giggler more than three quarter full size at any time.
- Ensure that in all the WCs, an air freshening block is always available.
- Supply high quality toilet papers and twin towels as directed.

9. WALLS, CEILING AND MIRRORS

- All stains on the walls, and ceiling should be removed with an appropriate spot cleaner

The walls should be dry, shiny and free from stains

- Any signs of dampness on the ceiling should be reported promptly to the premises caretaker/housekeeper
- Mirrors should be wiped and kept clean daily. Top edges free from dust. Entire mirror free from stains, fluff and streak marks. The mirrors should be kept shiny always.
- All cobwebs, birds 'nests and wasp nests should be removed immediately.

10. ALL INSTITUTIONAL GATES/PARKING AREAS

- All gates should be mopped daily.
- Parking areas should be swept daily, early in the morning before cars occupy the parking bays.
- Parking areas should be kept clean.
- Cabro parking areas should be thoroughly scabbed once a week

11. CORRIDORS AND STAIRCASES

- All corridors and staircases in common areas should be swept and mopped daily and floor must be dry throughout the day. They should always be free from dust stains mud and debris [floor and walls.
- Ceiling should be free of cobwebs.
- Dustbins free from dirt and properly positioned.
- Electricity sockets and switches free from finger marks dust and stains.

12. FIRE ESCAPES

- All staircases in these areas should be swept, mopped and left dry throughout the day. Scrubbing should be done once a week using approved detergents. Ceiling should be free from cobwebs

13. FLOORS

a] Carpeted floors;

- these floors should be cleaned daily using vacuum cleaners /dry Hoovers machines and shampooed once a month and whenever need arises [i.e. will depends on usage]. Care should be taken to ensure that the carpets [where applicable] are not damaged by machines used.
- Carpets should be maintained free from pins, stains, debris and dust.

b] P.V.C tiles, red cement screed floor, ceramic tiles, epoxy screed floor, t terrazzo floor, and concrete floors.

- This floor should be swept and wiped daily scrubbed as appropriate using rotary machine once a week with suitable detergents or stain removers

detergents. Relevant polish /wax should be applied on the floor after scrubbing and buffing to shine.

- Where appropriate, daily mopping using carefree 3-floor maintainer or similar and buffing using rotary scrubbing machine or other machine of similar nature.
- Always ensure there is no polish debris.
- Tools for use will be provided by the contractors.

14. OFFICE EQUIPMENTS, FURNITURES AND FITTINGS

- a. all office desks, chairs and storage units [wooden or metal] should be dusted every morning and any stains removed
- b. All telephone headsets should be wiped and regularly cleaned and disinfected. Computers, printers, photocopiers and typewrites should be dusted daily and should be free from dust and fluff.
- c. All office furniture covered with fabric should be shampooed once a month.
- d. All furniture's should be cleaned using high quality sheen provided by the contractor daily.
- e. Tops to be free from dust and cobwebs.
- f. All accessories and equipment should be left in correct position.

15. CEILING WINDOWS, WINDOW PANES AND GRILLS

- a. All ceiling must always be spotless and cobweb free.
- b. All windows, panes and grills must be cleaned and dusted every day. All efforts should be put to reach all the parts of such windows. Application of screen on window panes as well as through cleaning of all windows should be done once a week
- c. Windows should be clean leaving no streak marks or spots using windowlens or equivalent provided by the contractor and should also be free from dust and oily stains.

16. CURTAINS, BLINDS, TABLE LINEN, AND TENTS

- a. All curtains, blinds, table linen, and tents should be laundered/dry cleaned and pressed as necessary
- b. The blinds and curtains cleaned once every two weeks.

17. COMPOUND

- a. The compound, pitches, gardens should be kept clean by sweeping whenever possible.
- b. The lawns must be mowed and the grass watered using sprinklers.
- c. Trees should be pruned, watered and manure should be applied when necessary. The supplier should obtain trees pruning permit from local authority within their areas of operation.
- d. Fences and hedges should be trimmed.
- e. Flower-beds should be weeded and watered and manure applied when necessary.

18. PAVEMENTS AND VERANDERS

- a. Pavements should be swept, daily and throughout the year.
- b. All verandas should be swept and washed daily and kept dry at all times.
- c. Canopy roof should be washed once a week.

19. ACCESS ROADS, ROAD NETWORK AND PERIMETER FENCES.

- a. Cleaning bushes and grass on both sides of the access road networks throughout the year.
- b. Cleaning and maintain culverts within minor and major roads around the university throughout the year.
- c. Cleaning silt on the roads throughout the year.
- d. Unblocking and clearing grass and rubbish in the drainage by all roads throughout the year.

20. RESTRICTED AREAS

To be cleaned in the presences/supervision of a designated university employee monthly.

- a. Surge tank areas
- b. Control rooms
- c. Fuel storage areas
- d. Power station areas
- e. Computer rooms
- f. Water treatment plants
- g. Generator rooms
- h. Pumps rooms
- i. Workshops

21. GARBAGE COLLECTION

- a. All dust bins/ waste papers baskets and ashtrays must be emptied once a day in the offices and in common areas and washed and lined with garbage bags as often as is required. Ensure the refuse chute and rubbish collection areas are cleaned wherever possible.
- b. All garbage should be dumped at approved site.
- c. Medical waste to be disposed as per NEMA requirements
- d. Sanitary waste to be disposed as per NEMA requirements

22. SERVING OF MANHOLES AND SEWAGE SYSTEM

- a. The contractor will continuously clear the manholes and un-block the system.
- b. This will entail removal of the e roots, which normally accumulates in the system.

23. EQUIPMENTS

All cleaning personnel must be fully equipped with the right tools of their trades

24. LOGISTICS

The contractor shall make arrangements and be responsible at their own cost for the following

- a. General transport requirements for all its personnel to and from the premises
- b. Disposal of sanitary towels from the university.

c. Disposal of medical waste from the University clinic

25. SANITARY BINS & MEDICAL WASTE DISPOSAL

- a) Supply of complete sanitary dressing disposal services with the following features: Colour ; must be white executive unit
- b) Specification; automatic [no touch] with a magnetic sensor to sense the user's hand or foot peddled sanitary bins. perfumed and germicide
- c) Sanitary Bins shall be replaced after every fortnight.
- d) Medical waste bins shall be replaced every Monday
- e) Bidders must submit with their bid valid licenses from the relevant authorities.

Competent firms will be expected to undertake the following: -

- a) Collect and dispose the waste of the sanitary bins after according to the National Environmental Management Authority Guidelines.
- b) Contractor to arrange and take care of costs of transportation and disposal of the waste as per the law.

The sanitary & medical waste disposal services contract shall include the following quantities of bin;

Number	Description	Quantity
1.	Sanitary Bins	100
2.	Medical waste bins	21
	TOTAL No. OF BINS REQUIRED IN ALL AREAS	121

26. FUMIGATION SERVICES

The bidder will be expected to carry out fumigation of premises against all pests quarterly.

This include termites, rats, and other pests. Areas requiring fumigation include all KyU buildings, the Kitchen food stores, central stores, student's hostels, and fields.

The bidder is expected to submit pests control license alongside their bid.

26. AIR FRESHENER

- Supply and install air fresheners in corridors, and washrooms
- Supply and installation of automatic air freshener, servicing and maintenances of the air freshener throughout the period of the contracts. The dispenser is set to spray at intervals of eight minutes keeping the room fresh throughout the month
- Refilling the air fresheners when necessary

Wash rooms will either be installed with the automatic air fresheners or supplied with ordinary air fresheners as will be directed.

27. SOAP DISPENSER

- Supply and installation of soap dispenser. The capacity should be one liter.
- The supplier is expected to ensure that all hand wash areas within the university are thoroughly cleaned and that hand wash soap refilled in the bottles.
- Refilling of hand cleaning sanitizers.

29. HAND SANITIZER

- Supply and installation of hand cleaning sanitizer without the need to use water. the capacity has to be a liter
- Refilling of hand cleaning sanitizer

This will be supplied to specific washroom as directed by the university housekeeping.

30. STAFF QUARTERS

- Maintaining staff quarters by cutting grass weeding and trimming all fences.
- Scrubbing of pavements TWICE EVERY WEEK

32. NEW ACADEMIC OFFICE BLOCK

1. Damp dusting of walls, furniture, shelves to be carried out daily
2. Daily cleaning of all staircases, corridors, ramps and floors
3. Arranging furniture's daily immediately after cleaning
4. High dusting and window cleaning to be carried out after every fortnight
5. Washroom to be cleaned daily using detergent and disinfectant
6. Use of stain removers on basins, tiles sinks

33. HOSTELS BLOCK

1. High dusting of all rooms during special cleaning
2. High dusting once per week at the corridors stairs and ramps
3. Cleaning the blocks daily with detergent and disinfectant
4. Use of stain removal agents on basins, tiles sinks urines
5. Scrubbing of floors corridors and stairs daily
6. Sweeping the compound daily

34. LABORATORIES

1. High dusting of the building to be carried out frequently
2. Cleaning of windows and walls to be done once per week.
3. Damp dusting of furniture, shelves to be done out thrice per week. Floor cleaning to be carried out thrice per week.

35. NEW TUITION COMPLEX

1. High dusting of the building to be carried out frequently
2. Cleaning of windows and walls to be done once per week.
3. Cleaning of lecture spaces as agreed
4. Dusting of electrical equipment in the building
5. Damp dusting of furniture, shelves to be done out thrice per week. Floor cleaning to be carried out thrice per week.
6. Cleaning of all pathways
7. Maintaining of flowerpots
8. Grass cutting and maintaining a lawns

36. OBSERVATION OF OCUPATIONAL SAFETY AND HEALTH REGULATIONS AND PRACTICES

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

36. ADDITIONAL INFORMATION TO TENDERERS

Interested bidders are required to visit the university prior to submission of the tender in respect to establishing the scope of work.

The attached site visit letter / form should be duly signed and attached to the document.

37. STAFF

- 1) They should be dressed in uniform and have their possession identification badges. You are also required to brief them adequately to observe good public relation.
- 2) Maintain or cause to be maintained at the contractor's expenses such as insurance as may be necessary to cover any liability.
- 3) Contractor should be ready to accept liability and indemnify Kirinyaga University against any claims;

Expenses or losses in respect of injury or death of any person damage to any property caused or arises in the cause of caring out the duties.

NB : For high areas to be cleaned e.g. windows that will need ladders, the prospective firm will be required to avail their own ladder.

The service provider in liaison with the university's Housekeeping department will ensure that:

- a) Description of services (scope of work) is adhered to

- b) Daily work plan is availed to the housekeeping department
- c) A check list will be provided for all washrooms
- d) The housekeeping will conduct a weekly stock taking for cleaning materials and equipments
- e) Compiling a monthly progress report on cleaning and compound maintenance.

38. COMPLIANCE WITH STATUTORY REQUIREMENTS.

Suppliers should ensure compliance with the statutory requirements such as National Environmental Management and coordination Act for environmental issues, labour laws particularly for fair wages and provision of motivational amenities such as serving the workers with tea at work among others; Health and Safety (WIBA) to protect the workers from injuries, and enforcing security measures such as requiring that all workers should acquire certificate of good conduct.

A high standard of cleaning performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement

The attached site visit letter/form should be duly signed and attached to the tender document.

NB: SITE VISIT will be carried out on starting on 20th-23rd April 2021 starting at 10.00 a.m – 2.00 p.m., in THE UNIVERSITY and is mandatory to for all interested bidders. Failure to attend shall lead to automatic disqualification.

A site visit CERTIFICATE/LETTER fully signed by the University representative must be attached to the tender document.

NB: for High areas to be cleaned e.g. windows that will need ladders, the prospective firm will be required to avail their own ladder.

COMPLIANCE WITH STATUTORY RERQUIREMENTS

Suppliers should ensure compliance with the statutory requirements such as National Environmental Management and Coordination Act for environmental issues, labour laws particularly for fair wages and provision of motivational amenities such as serving the workers with tea at work among others; Health and Safety Act (WIBA) to protect the workers from injuries; and enforcing security measures such as requiring that all the workers should acquire certificates of good conduct.

A high standard of cleaning performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

All aspects described in the tender document must be adhered to by the bidder.

SECTION VII- STANDARD FORMS

Notes on 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 Security Form-** When required by the tender document the tenderer shall provide the tender security either 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 the University.
7. **Preliminary and Technical Evaluation Response Form / Criteria-**These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.
8. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.
9. **Schedule of Regions Tendered for** - This should be completed by all tenderers to assist in evaluation
10. **Station Visit Certificate/form/letter-** This certificate should be signed by the Station Head or his appointed nominee and submitted with the tender documents as it will be used for evaluation.

1. FORM OF TENDER

Date_____

Tender No: **KyU/TN/CCS/002/2021**

To: **The Vice Chancellor
Kirinyaga University
P.O.Box 143-10300
Kerugoya**

Dear Madam:

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ***PROVISION OF COMPREHENSIVE CLEANING SERVICES, SANITARY SERVICES, GARBAGE COLLECTION AND FUMIGATION SERVICES AT KIRINYAGA UNIVERSITY*** in conformity with the said Tender documents for the sum of Ksh..... *(amount in figures)*. Kenya shillings

.....
.....
(amount in words) being annual fees payable or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period of 150 days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____

(Name)

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____ (name of company)

2. PRICE SCHEDULE OF SERVICES

INSTRUCTIONS

(1) PLEASE FILL IN THE CHARGES TAKING INTO ACCOUNT THE SCOPE OF WORKS IN SECTION VI (DESCRIPTION OF SERVICES)

(2) THE TENDERER SHOULD INDICATE THE COSTS THAT ARE NECESSARY TO MEET THE REQUIREMENTS OF THE UNIVERSITY. THE PRICE QUOTATION SHALL INCLUDE INTER ALIA DIRECT AND INDIRECT WAGES, OVERHEADS, COST OF TRANSPORT, COST OF MATERIALS, VAT AND ALL OTHER APPLICABLE TAXES.

Format of the Price Schedule should be as follows

a) Monthly Charges

	DESCRIPTION	CHARGES (KSHS.) <i>(inclusive of VAT and all other fees payable)</i>	
		MONTHLY	TOTAL PER YEAR
1.	Comprehensive Cleaning Services as Specified in the Tender Document.		

b) One off Cost Items

These will be ordered and installed as and when required as instructed.

	Item	UNIT COST (KSHS.)
1	Soap Dispensers (The Unit Cost will be transferred to the summary table below)	
2	Toilet Paper Dispenser (Jumbo)	
3	Disposable toilet seat covers	
4	Hand Sanitizer Dispenser	

Tenderers should carefully read and understand the **Section VI (Description of Services)** and **include any other cost items under the categories above they feel should be separately priced. Otherwise, costs of all other services to be provided shall be deemed to have been included under the comprehensive cleaning services**

8.3 CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between..... [Name of procurement entity] of [Country of Procurement entity] (Hereinafter called “the University”) of the one part and [Name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the University 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 University’s Notification of award.
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The University 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 University)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE (Mandatory to fill)

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

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

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel 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

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

8.5 FORMAT OF TENDER SECURITY FORM

Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

8.8 TENDERERS'S EXPERIENCE REQUIREMENTS FORM

Must give a list of 5 (five) reputable clients excluding The University for whom they have offered similar assignments in the format below. Please provide evidence (LPO/Award Letter, Completion Certificate) **in addition** to reference letters where applicable

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	

DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN, WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES (Include other party, cause of dispute and amounts awarded (if any))

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

STATION /SITE VISIT CERTIFICATE

To: **The Vice Chancellor**
Kirinyaga University
P.O. Box 143-10300
Kerugoya

This is to certify that _____ of P.O.Box _____
(Name of Tenderer) *(Address)*

Visited the site at KyU on _____ **April 2021** and has been shown all the areas as required in the tender document for quotation purposes in the tender for provision of **PROVISION OF COMPREHENSIVE CLEANING SERVICES, SANITARY SERVICES, GARBAGE COLLECTION AND FUMIGATION SERVICES.**

The University's REP (Estates Manager)

Name ----- Signature -----

Official Stamp

The University's REP (Procurement Officer)

Name ----- Signature -----

Official Stamp

CONTRACTORS DETAILS

Name of Representative -----

Signature ----- **Date**-----

Contractor Telephone contacts

Contractor email address