



## **TANA WATER WORKS DEVELOPMENT AGENCY**

### **“RESERVED FOR FIRMS OWNED BY WOMEN”**

#### **PROVISION OF OFFICE CLEANING AND GARDENING SERVICES**

**TENDER NO. TWWDA/T/008/2021-2023**

**CHIEF EXECUTIVE OFFICER  
TANA WATER WORKS DEVELOPMENT AGENCY  
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**CLOSING DATE: Wednesday 19<sup>th</sup> May 2021 at 10.00am**

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		PAGE
	<b>INTRODUCTION .....</b>	<b>3</b>
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	Appendix to Instructions to Tenderers .....	20
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V	QUALIFICATION CRITERIA .....	30
SECTION VI	DESCRIPTION OF ASSIGNMENTS .....	32
SECTION VII	DESCRIPTION OF SERVICES .....	35
SECTION VIII	STANDARD FORMS.....	38
8.1	FORM OF TENDER.....	39
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	40
8.3	LIST OF CLIENTS .....	42
8.4.	DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES .....	43
8.5	TENDER SECURITY DECLARATION FORM.....	44
8.6	CONTRACT FORM.....	46
8.7	PERFORMANCE SECURITY FORM.....	47
8.8	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	48
8.9	MANUFACTURER’S AUTHORIZATION FORM.....	49
9.0	LETTER OF NOTIFICATION OF AWARD .....	50
9.1	FORM RB1 .....	51

## Introduction

- 1.1 This document has been prepared for framework agreement. **The winning bidder/s will be awarded the provision of the named services for FY 2021 – 2023 unless the procurement entity decides otherwise.**
- 1.2 The document includes a form for invitation for tender, instructions to candidates and a letter of application with attached forms for candidates to complete.

***NB: The criteria in SECTION V must be met before a bidder qualifies for the financial evaluation.***



**SECTION I - INVITATION FOR TENDERS**

**TENDER REF: TWWDA/T/008/2021-2023**

**TENDER NAME: PROVISION OF OFFICE CLEANING AND GARDENING SERVICES**

**1.1 Tana Water Works Development Agency** invites sealed tenders from eligible candidates **For Provision of Office Cleaning and Gardening Services**

**1.2** Eligible candidates may obtain hard copies of tender documents from TWWDA'S Procurement office during normal working hours upon payment of non-refundable fee of KES 1,000 cash or Bankers Cheque or download the document for free from the website [www.tanawwda.go.ke](http://www.tanawwda.go.ke) or IFMIS tender portal <http://supplies.treasury.go.ke>

**1.2** Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for at least 12 months following the date of signing of frame work contract with the winning bidder.

**1.3** ``Pre-bid site visit`` by interested bidders for the purpose of `measuring` or otherwise ascertaining the sizes of stated ``areas of service`` can be **MADE from Monday 3<sup>rd</sup> to Thursday 14<sup>th</sup> May 2021 starting from 10.00 a.m. to 3.00 p.m.** where the bidders will survey and confirm the scope of services at both TWWDA Headquarters and Kamakwa Offices, both located in Nyeri town.

**1.4** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box** at **Tana Water Works Development Agency, P. O. Box 1292-10100 Nyeri, Maji House, Baden Powell Road**, or to be addressed to the **Chief Executive Officer Tana Water Works Development Agency** so as to be received on or before **WEDNESDAY 19TH MAY, 2021** at 10. 00 a.m.;

**1.5** Tenders will be opened on **THURSDAY 27<sup>TH</sup> MAY, 2021** after Seven days of quarantine at the **TWWDA Resource Centre**, in the presence of the candidates or their representatives who choose to attend but **SHOULD NOT EXCEED 15 PERSONS**.

**THE CHIEF EXECUTIVE OFFICER  
TANA WATER WORKS DEVELOPMENT AGENCY  
MAJI HOUSE, BADEN POWELL ROAD  
P.O. BOX 1292- 10100  
NYERI  
TEL. NO: 061-2032282**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the provision of the indicated services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, Council members and their relative (spouse and children) are not eligible to participate in this tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods/Services**

- 2.2.1 All goods/services to be supplied/provided under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods/Services is distinct from the nationality of the tenderer;

### **2.3 Cost of Tendering**

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

2.3.2 The price to be charged for a hard copy of the tender document shall be Kshs.1000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

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

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

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring

entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

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

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

2.10.4 The wages to be paid (as indicated on the price schedule of this document at the time of submission) to any personnel engaged under the cleaning and gardening services under this tender shall NOT be below the legally mandated minimum wage-rate in the territory of the republic of Kenya for such personnel. The Procuring entity shall have authority to reject a tender if the `minimum wage rate rule` as stated herein is breached;



2.10.5 The `minimum wage rate` stated under this tender shall be sustainable for at least 12 months following the date of signing of the framework contract with the winning tenderer in line with 2.10.3;

2.10.6 The validity period of the tender shall be 150 days from the date of submission of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to provide the indicated services/goods under the contract which the tenderer did not manufacture or otherwise originally produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods/services.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods/services which the tenderer proposes to supply/provide under the contract;

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a duly filled in **tender security declaration form** in the form specified in the Invitation to tender.
- 2.14.2 The tender security declaration form shall be in the format provided in this tender document.
- 2.14.3 The tender security declaration form is a commitment on the part of the tenderer to protect the procuring entity from the risk of the tenderer's conduct which would otherwise jeopardize the tendering process, pursuant to paragraph 2.12.7.
- 2.14.4 The tender security declaration by the tenderer shall be binding between the procuring entity and the tenderer.
- 2.14.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.2 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.14.6 Unsuccessful tenderers will be informed of the outcome, but not later than thirty (30) days after the expiration of the period of tender validity as prescribed by the procuring entity.
- 2.14.7 The successful tenderers will sign the contract, pursuant to paragraph 2.29, and furnish the performance security, pursuant to paragraph 2.30.
- 2.14.8 The prescribed actions in the tender security declaration may be effected:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to Tender after the date of tender submission prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may extend the period of validity. The said extension shall be made in writing and communicated to the tenderers through post, emails or text messages. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may reject the extension without being suspended by the procuring entity or its eligibility being adversely affected.

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

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

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

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

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

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Thursday 27th May 2021 at 10.00am.**

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

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

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Wednesday 19th May 2021 at 10.00 a.m.**

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

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity (Procurement office) signed for delivery and then put in a locked enclosure until the date and hour of opening.

2.18.4 Each leaf of the tender document shall be **systematically paginated**;

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

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on Thursday 27th May 2021** and in the location specified in the Invitation to Tender.

The tenderers' representatives (not more than 15 persons) who are present shall sign a register evidencing their attendance.

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail. If the candidate does not accept the correction of the errors, its tender will be

rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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



## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender submission deadline as indicated in this tender, to the time the contract is awarded.

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

## **2.27 Award of Contract**

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

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **(b) Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has

been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of items originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## **Appendix to Instructions to Tenderers**

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

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<b>TENDER NO. TWWDA/T/008/2021-2023: PROVISION OF OFFICE CLEANING AND GARDENING SERVICES</b>
2.10.4 & 2.10.5	Wage-rate quoted for supervisor/s and staff to be at least over/above the minimum amount set in the territory of the Republic of Kenya as at the time of quoting.
2.14	<p>The tender security shall be in the form of a <b><u>filled-in</u></b> tender security <b>declaration form</b> as provided for in this tender document addressed to <b>Tana Water Works Development Agency</b>.</p> <p>The tender security declaration shall be valid for an <b>additional thirty (30) Calendar days</b> after the expiry of the <b>tender validity period</b>.</p> <p>The conditions under the tender security declaration shall be actionable;</p> <p><b>a)</b> If the tenderer withdraws its tender during the period of tender validity as specified in clause 2.8 of the ITT.</p> <p><b>(b)</b> In the case of a successful tenderer, <i>if</i> the tenderer fails:</p> <p>(i) to sign the contract in accordance with paragraph 30 <b>or</b> (ii) to furnish performance security in accordance with paragraph 31.</p> <p><b>(c)</b> If the tenderer rejects, correction of an error in the tender.</p>
2.15	Tenders shall remain valid for <b>150 days</b>
2.17.1	Bidder to submit both the ORIGINAL and a SIMILAR COPY of a completed bid to the Procuring entity with all the attachments as required.
2.18.1	<i>Closing date will be</i> <b>Wednesday 19th May, 2021</b>
2.29.1	<i>Paginating and binding of tender document to be as per the instructions above.</i>
2.29.1	<i>As in 2.18.1 above</i>

(Complete as necessary)

## **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 the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the items under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the items under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of



credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or
- 3.8.5 waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.6 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

## SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security shall be 1% of tender sum ( <i>computed total monthly pay X 12 months</i> ).
3.12.1	Payment is after provision and acceptance of services
3.18.1	As per provisions of 3.18

## SECTION V - QUALIFICATION CRITERIA

### I. BID EVALUATION CRITERIA FOR PROVISION OF OFFICE CLEANING AND GARDENING SERVICES

**Bidder No.** ..... **BIDDER NAME** .....

1.	MANDATORY REQUIREMENTS	Yes	No	Remarks
	Submission of valid documents under listed:-			
	i) Valid Tax compliance Certificate			
	ii) Certificate of Incorporation & Reg.			
	iii) Single Business Permit (current period)			
	iv) Health license /health clearance certificate			
	v) NEMA (Effluent Discharge License)			
	vi) Must clearly indicate the physical location, mobile number/s and landline/s were applicable.			
	vii) Submit two copies of the tender/Bid document marked (Original & Copy). The Copies must be signed and stamped.			
	viii) Submit a duly `filled up` tender declaration form in the format provided in this tender document, addressed to <b>Tana Water Works Development Agency</b> . The terms under the tender security declaration shall be valid for an <b>additional thirty (30) Calendar days</b> after the expiry of the <b>tender validity period</b> .			
	ix) Submit an <b>INSURANCE POLICY</b> indicating the extent to which each staff-to-be-engaged is covered.			
	x) Submit a `COMMITMENT` in form of a written attachment/page to this bid document, stating that statutory deductions (NHIF, NSSF, PAYE) of each `staff` to be engaged shall be submitted to the procuring entity through the CEO`s Office, within two (2) weeks after/or following the end of every two (2) months of service at the procuring entity`s premises.			
2	TECHNICAL AND OTHER REQUIREMENTS			
		<b>Required Marks</b>	<b>Awarde d Marks</b>	<b>Remarks</b>
	i) Volume of business the firm can handle per month (at least KES 300,000)	<b>8</b>		
	ii) Similar jobs carried out in the past (attach proof)	<b>8</b>		
	iii) Business Experience/Number of years in business in the past (attach proof).	<b>8</b>		

iv) Previous dealings with TWWDA - will address issues such as:-	9		
<ul style="list-style-type: none"> <li>• Providing the service late in the day/Interrupting staffs` activities (less 3)</li> <li>• Failure to clean any room/s on some day/s (less 3)</li> <li>• Untidiness of the `cleaned areas` due to use of substandard quality cleaning ingredients, hasty cleaning etc. (less 3)</li> </ul> <p>N/B: Those who haven't been engaged by TWWDA in the past will be exempted/score all</p>			
v) Provide information on: Tel- landlines/mobiles, E-mail address and contact person(s)	3		
vi) Provide certified bank statements for the last one year	11		
vii) Attached audited Accounts for limited companies and financial statements for non-limited business entities for the last two years	10		
viii) Three recommendation letters from reputable firms at least two from public Institutions	9		
ix) Company profile / business profile	10		
x) Complete Confidential Business Questionnaire attached	12		
xi) Litigation history: Indicate if there are any pending court cases on public procurement matters	12		
<b>Total Marks</b>	<b>100</b>		

**A bidder shall be considered to have passed technical evaluation upon attaining at least 75% marks to proceed to Financial Evaluation.**

**NB**

- (i) Bidder must submit copy of NSSF Compliance Certificate or Evidence of Registration, a Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions;
- (ii) The identity of all `staff` to be engaged shall be provided to the procuring entity in form of their respective National Identity Cards` copies or copies to other statutory recognized identification document/s; and gender balance on the part of the engaged security staff shall be observed.
- (iii) In case of a need to change staff, this will be executed only after a formal communication with the procuring entity.
- (iv) The quoted wages shall not be below the approved minimum wage rates for the nature of services described herein.



## SECTION VI-DESCRIPTION OF ASSIGNMENTS AND EXPECTATIONS OF TWWDA FROM THE CLIENT

### I. TWWDA HEADQUARTERS

<b>A. Description of Assignments</b>	<b>No. of Rooms/ Offices</b>	<b>Rate (KES)16% VAT Incl</b>	<b>Amount (KES)16% VAT Incl</b>
<b>1) Nature of the Duties:</b>	39		
a) Cleaning and dusting of offices which include dusting of furniture, doors windows and glass rovers on top of the fixtures (Daily).			
b) Cleaning and dusting of carpeted executive floor by use of vacuum cleaner Offices (As regularly as possible but NOT for a duration exceeding three days).	8		
c) Cleaning urinals (After every three hours) Daily (Duty roster to be done).	3		
d) Cleaning water borne toilets (Daily) Duty roster to be done.	10		
e) Cleaning wash and hand basins (sinks) daily	10		
f) Cleaning of terrazzo corridors, washroom floors and stair case inside and outside the building (Daily)- For washrooms have a `cleaning Duty schedule`/ 3 hourly time schedule to be done and Duty-roster posted behind door of each wash-room accordingly).			
g) Cleaning resource Centre (Daily)	rooms		
h) Dusting and washing of curtains/braids for offices (Washing to be done at least Once (1) per every three (3) months)-A duty-roster to be developed accordingly.	39		
i) Cleaning and dusting of security office which includes dusting of furniture, doors windows (Daily)-Duty roster to be done.	1		
j) Pruning of all fences/Flower Garden and weeding (At least fortnightly or as may be instructed)	TWWDA Compoun d		
k) Cutting grasses and maintaining clean lawns (At least fortnightly or as may be instructed) /Carting waste disposal to the approved waste disposal sites.	TWWDA Compoun d		

		<b>TOTAL AMOUNT</b>	
		<b>GROSS AMOUNT PER YEAR (Total Amt. per Month X 12 Months)</b>	

## II. DESCRIPTION OF ASSIGNMENTS AND EXPECTATIONS AT KAMAKWA OFFICES BY THE CLIENT

<b>A. Description of assignments</b>	<b>NO. of Rooms/Offices</b>	<b>Rate (KES) VAT Incl</b>	<b>Amount (KES) VAT Incl</b>
<b>Nature of the duties:</b> a) Cleaning and dusting of furniture, doors, windows and glass rovers on top of the fixtures(Daily)	6		
b)Cleaning urinals (After every three hours ) Daily (Duty roster to be done)	2		
c)Cleaning water borne (Daily) Duty roster to be done.	4		
d)Cleaning wash and hand basins (sinks) daily.	2		
e)Cleaning of verandah, washroom floors inside and outside the building (Daily)- For washrooms have a ‘ cleaning Duty schedule’ / 3 hourly time schedule to be done and Duty-roster posted behind door of each washroom accordingly.	1 l-shaped veranda 2 washroom floors.		
f)Dusting and washing of curtains/braids for offices (Washing to be done at least once (1) per every three (3) months-A duty-roster to be developed accordingly).	6		
g) Cleaning and dusting of security office which includes dusting of furniture, doors and windows (Daily)-Duty roster to be done.	None		
h)Pruning of all fences/flower garden and weeding (At least fortnightly or as may be instructed.	Kamakwa compound		
i) Cutting grasses and maintaining	Kamakwa		

clean lawns( At least fortnightly or as may be instructed) /carting waste disposal to the approved waste disposal sites.	compound		
		<b>TOTAL AMOUNT</b>	
		<b>GROSS AMOUNT PER YEAR (Total Amt. per Month X 12 Months) B</b>	

**NB: ``Pre-site bid visit`` by interested bidders for the purpose of `measuring` or otherwise ascertaining the sizes of areas stated above shall be MADE BETWEEN MONDAY 3<sup>RD</sup> to FRIDAY 14<sup>TH</sup> MAY 2021 starting from 10.00 a.m. to 3.00 p.m. Otherwise bidders to make prior-arrangements with the Agency for visits during other times.**

## **B. Expectations**

- a) In case of any changes to the staff engaged, the service provider shall introduce such new staff to the Client prior to their formal engagement.
- b) The `engaged staff` shall be of polite, courteous and civilized deposition in execution of their duties.
- c) Cleaning shall be on a continuous basis and **monthly check lists for cleaning services with respect to the areas cleaned** MUST be availed for inspection.
- d) The contracted firm shall provide cleaning materials .i.e. Dusters, brooms, gloves detergents and any protective gears that may be required for use.
- h) The cleaners will report on duty punctually, smartly dressed in uniform, being sober.

NB:

- i. Quoted Prices shall include all **the taxes**. All the specifications stated above are mandatory.

Signature of tenderer \_\_\_\_\_

Stamp\_\_\_\_\_

## DETAILED PRICE SCHEDULE OF SERVICES AT TWWDA HQs

A) Please fill in the charges taking into account the scope of works in section VI (For TWWDA Headquarters I) (Description and service) at the Procuring Entity (where the item described is applicable):

S. No.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE PER MONTH	AMOUNT
1.	Terrazzo Floors	Square Meter			
2.	Floor Tiles(Heavy Duty Granito)	Square Meter			
3.	Floor Tiles (PVC Tiles)	Square Meter			
4.	Wall tiles (Ceramic)	Square Meter			
5.	Glazing (5mm thick pane glass)	Square Meter			
6.	Flooring (Cemented toweled smooth)	Square Meter			
7.	Flooring (Carpeted Area)	Square Meter			
8.	Flooring (Herring borne Pattern T&G timber)Multipurpose Hall	Square Meter			
9.	Walling ( Timber paneling) Multipurpose Hall	Square Meter			
10.	Provide a sum for cleaning of outside pavements and road.	ITEM			
11.	Lawn mowing and maintenance of adjacent gardens and flower-Beds)	M <sup>2</sup>			

12.	Number of staff to engage	No.			
13.	Supervisor	1			
				Sub-total	
				16% VAT	
				TOTAL AMOUNT P.M.	
				GROSS AMOUNT PER YEAR (Total Amt. per Month X 12 Months) A (As in table I above)	

**TOTAL TENDER SUM = \_\_\_\_\_ (GROSS AMOUNT PER YEAR (KES) FOR I + GROSS AMOUNT PER YEAR (KES) FOR II)**

**NB:**

- i. Tender security shall be computed from the TOTAL TENDER SUM;
- ii. Tenderers are advised to visit the site and verify the sizes of the various areas to determine the actual scope of the services;
- iii. The purpose of the above `Detailed price schedule of services` is to justify the costs that shall be posted in the table above ``Description of Assignments and Expectations of TWWDA from the Client``;
- iv. Figures posted in the table under ``Description of Assignments and Expectations of TWWDA from the Client`` shall be equally important.

## SECTION VII – DESCRIPTION OF SERVICES

Tana Water Works Development Agency (TWWDA) headquarters in Nyeri located next to the Kenya Power and Lighting Company Offices along Baden Powell Road has offices and other rooms that are open during working hours. Several officers` offices are **carpeted**, including the Board-room.

Offices on the ground floor are a mixture of ceramic tiles and whitish/Grey terrazzo on the stairs and corridors, while the offices in the second and third floors are mostly made up of ceramic tiles. Both the ground and upper floors have washrooms both gents and ladies.

The Resource Center has a floor made of ceramic tiles. Washrooms are located at suitable position for both gents and ladies.

Additionally, TWWDA has a branch at Kamakwa, still located in Nyeri, with offices that have tiled floors, with a grass compound and a fence around.

### FURTHER DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

#### 1. Carpeted Areas of TWWDA main offices and Kamakwa offices

- Vacuum cleaning of all carpeted floors twice weekly.
- Cleaning of offices and daily cleaning of corridors, waiting rooms, reception and conference room daily. Shampooing once every month or as need arises.
- Removal of stains when necessary.

#### 2. Areas with tiled floors

- Daily sweeping and mopping using appropriate detergents;
- Machine scrubbing and polishing weekly.

#### 3. Washrooms

- Tiled floors, Urinals, and hand washing basins

##### a) Floors

- Daily cleaning of floors and machine scrubbing at least four (4) times a day or “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.
  - Polishing and stripping on weekly basis;
  - Ensure that floors are always dry.
- b) Sinks, toilet bowls, and seat bidets:

- Scrubbing with brush twice daily using necessary detergent and materials;
- Disinfecting twice daily, including all hand touch facilities;
- Flush all soap dispensing units once weekly;
- Cisterns to be cleaned once a month with due care;
- Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly;
- Any system failure causing leakages/spillage of water in any of the areas to be reported to the Administration Office immediately.

c) Toiletries

- Daily supply of hand washing soap and urinal naphthalene coloured balls in the urinals as and when required.

#### **4) Reception Areas**

- Daily sweeping and mopping as and when required using appropriate detergent and materials;
- Machine scrubbing and polishing weekly.

#### **5) Walls and ceilings**

- Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers.

#### **6) Windows, Window latches and Grilles**

- Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with the management.

## **7) Furniture- Desks and tables**

- Dusting and damp wiping daily;
- Polishing of tables and desks once weekly;
- Dusting and damp wiping telephones, T.Vs and computer daily;
- Disinfecting telephone handset daily.

## **8) Air fresheners**

Provision of automatic Air-freshners and their dispensers and refilling them when it is necessary.

## **9) Emptying waste paper baskets**

To be done daily

## **10) Regular Monitoring and Evaluation**

- The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly before invoicing.



## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Declaration Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form - The performance security form should not be completed by the tenderers 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 procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

## 7.1 **FORM OF TENDER**

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

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

*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ per cent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( Procuring entity)*.

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

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

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

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

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

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

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

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

### *Part 1 – General:*

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address ..... Tel No. .... Fax ..... E mail .....

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. ....

	.....																																																
	<p style="text-align: center;"><b>Part 2 (c ) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs: .....</p> <p style="padding-left: 40px;">Issued Kshs: .....</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1	.....				.....			2.	.....				.....			3.	.....				.....			4.	.....				.....			5	.....				.....		
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	<p>Date ..... Signature of Candidate</p> <p>.....</p>																																																

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

### 7.3 LIST OF CLIENTS

Indicate the details of companies in the private /public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least KES 80,000/- per month.

NO.	Contact Information	Details
1.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
2.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
3.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	

**ENSURE THAT YOU HAVE PROVIDED REFERENCED LETTERS FOR ALL THE ABOVE ORGANIZATIONS**

## 7.4 DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES

TO: The Chief Executive Officer  
Tana Water Works Development Agency  
P.O. Box 1292-10100, NYERI

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

Ladies and/or Gentlemen,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (name of firm) (herein after referred to as `the Applicant`) and having reviewed and fully understood all of the tender information provided, the undersigned hereby admit that \_\_\_\_\_ (name of the firm) has **never Been Involved in any Corrupt or Fraudulent Practices** and further commit **Not to be Involved in any Corrupt or Fraudulent Practices and that We Shall Observe the Highest Standard of Ethics during the Procurement Process and Execution of Contracts.**

We further agree (by signing this declaration hereunder) that failure to comply with the above may lead to:

- i. Rejection of our proposal;
- ii. Having our firm`s details submitted to the Public Procurement Regulatory Authority (PPRA) for the purpose of debarring our firm from participating in public procurement in Kenya

Signed:	Signed:	Signed:
Name:	Name:	Name:
Designation:	Designation:	Designation:

## 7.5 TENDER SECURITY DECLARATION FORM

(The bidder shall complete 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: TANA WATER WORKS DEVELOPMENT AGENCY

MAJI HSE-BADEN POWELL RD

P.O. BOX 1292-10100, NYERI

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 as shall be determined by the procuring entity, beginning from such a date as may be set, 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 the contract if required, or
    - ii. Fail or refuse to finish the performance security in accordance with the ITT.
3. We understand that this bid security 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 outcome of the bidding process; or
  - ii. Twenty-eight (28) days after the expiry of our tender/tender validity period.
4. We understand that if we are a Joint Venture, the bid security 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).

Date on ..... Day of .....

(Insert date signing)



## 7.6 CONTRACT FORM

This agreement is made on \_\_\_\_\_ (Day/Month/Year) between MS  
\_\_\_\_\_ of Post Office Number \_\_\_\_\_, \_\_\_\_\_ (Town), in the  
Republic of Kenya (Hereinafter called the “Supplier” which expression shall where the context so admit include it’s  
successors and permit assigns) of the one part

AND

Tana Water Works Development Agency P.O Box 1292-10100, NYERI (hereinafter called “The Customer”  
which expression shall where the context so admits include its successors and permit assigns) of the other part.

### WHEREAS

The client has agreed with the named external provider to provide comprehensive Cleaning and Gardening services  
as defined under the terms and conditions of this contract.

The external provider having represented to the client/customer that it has well trained personnel, comprehensive  
Insurance cover and necessary back-up, has agreed to provide the services named herein on the terms and  
conditions set forth in this contract at a **monthly service fee** of **KES** \_\_\_\_\_  
(\_\_\_\_\_) **in words**, excluding VAT for the provision of the services,  
as per the list of the specified items and Services (listed in clause **1.0**) payable on monthly basis upon the receipt of  
an Invoice and the approval and certification of services rendered.

**NOW THEREFORE** it is mutually agreed by and between the parties hereto as follows:

- a) The following documents attached hereto shall be deemed to form an integral part of this contract:
  - (i) The General Condition of contract;
  - (ii) Letter of offer;
  - (iii) Acceptance Letter.
- b) The mutual rights and obligations of customer and the external provider shall be as set forth in the contract, in particular:
  - (i) The external provider shall carry out the services as defined under this contract in accordance with the provisions of this contract; and
  - (ii) The customer shall make payment to the external provider in accordance with the provisions of this contract.

### (1.0) SCOPE

The comprehensive Cleaning and Gardening services will cover the following areas as per the scope set out below  
and any others’ that could be consented to during the initial agreement:

#### Scope of work

- a. The Cleaning and Gardening Services shall cover the entire Compound of the Customer i.e. inside and  
immediately around the premises.
- b. The Cleaning and Gardening Company shall provide Cleaning officers (employed in the performance of  
duties and obligations of the Cleaning and Gardening Company) with Aprons, Identification badges and all  
necessary tools for work.

**LIST OF SUPPLIES FOR BOTH TWWDA HEADQUARTERS AND KAMAKWA OFFICES**

**DESCRIPTION OF ASSIGNMENTS AND EXPECTATIONS AT TWWDA HQs BY THE CLIENT**

• **TABLE I**

S. No.	Description of Assignments	No. of Rooms/Offices	Rate (KES) VAT Excl	Amount (KES) VAT Excl
			<b>TOTAL AMOUNT PAYABLE PER MONTH</b>	

• **TABLE II**

**DESCRIPTION OF ASSIGNMENTS AND EXPECTATIONS AT KAMAKWA OFFICES BY THE CLIENT**

S. No.	Description of Assignments	No. of Rooms/Offices	Rate (KES) VAT Excl	Amount (KES) VAT Excl
			<b>TOTAL AMOUNT PAYABLE PER MONTH</b>	

**1.1 General Conditions**

Unless the context otherwise requires, the following terms whenever used in this Agreement shall have the following indicated meanings:

- a) ``**Applicable Law**`` means the laws and other instruments having the force of law in the Republic of Kenya;



- b) **“Agreement”** means the Agreement and any attached appendices executed by the parties hereto;
- c) **“Party”** means the client/customer or the firm as the case may be and **“Parties”** means both the party and the external provider;
- d) **“External Provider”** means the engaged Cleaners or Cleaning firm in this context i.e. persons hired by the customer as employees and assigned to the performance of the services or part thereof;
- e) **“Services”** means the work to be performed by the firm/external provider/Cleaners, pursuant to this agreement as described under 1.0 here above.
- f) **“Sub-Contractor”** means any entity to which the firm subcontracts any part of the services in accordance with **clause 3.2.**
- g) **“Force Majeure”** for the purposes of this Agreement, means any event which is beyond reasonable control of a party and which makes a party’s performance of its obligations under this Agreement impossible or so impractical as to be considered impossible under the circumstances;
- h) **“Corrupt Practice”** means but is not limited to the offering, giving, receiving or soliciting of anything of value to influence the action of a Public Official in the selection process or in execution of obligations under this Agreement, a misrepresentation of facts in order to influence a selection process for the execution of an Agreement to the detriment of the procuring entity/Customer, and includes collusive practices among external providers (prior to or after submission of quotations/bids) designed to fix prices;
- i) **“Document”** means tender/quotation document, letter of award and letter of acceptance.

## 1.2 Laws Governing the Agreement

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of Kenya.

## 1.3 Language

This Agreement has been executed in English, which shall be binding, and controlling language for all matters relating to the meaning or interpretation of this Agreement.

## 1.4 Notices

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, email, telex, fax, telegram or facsimile to such Party at the address specified in hereinbefore.

## 1.5 Location and Services

The Cleaning and Gardening services, as described herein, shall be provided at the location/s as specified herein.

## 1.6 Authorized Representative

For the purpose of this Agreement, Authorized Representative means Chief Executive Officer (or an authorized officer by the CEO in writing) TWWDA and the Managing Director of the contracted Cleaning firm.

## 1.7 Confidentiality

No party will disclose any confidential information that may have been acquired by virtual of this Agreement for any purpose other than the performance of its obligations under this Agreement during the term of this Agreement and after its termination or expiry for any person, except with prior written consent of the other party and to the extent that disclosure is reasonably necessary for the purpose of this Agreement.

## 1.8 Taxes and Duties

Unless otherwise specified, the Cleaning firm, subcontractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable Laws of Kenya, the amount of which is deemed to have been included in the Agreement price.

## **2.0 Commencement of Services**

The Cleaning and Gardening firm shall be deemed to have begun providing the described services to the Customer/Client on \_\_\_\_\_(Day/Month/Year)

## **2.1 Expiration of the Contract**

Unless terminated earlier, this Agreement shall terminate at the end of such a time period as the Parties shall determine which period is hereby covenanted to run until the \_\_\_\_\_(Day/Month/Year)

Notwithstanding the stated duration, this Agreement being a multi-year Agreement shall be automatically extended for another year, with effect from \_\_\_\_\_(Day/Month/Year) to \_\_\_\_\_(Day/Month/Year) subject to exemplary provision of the services described herein by the Cleaning and Gardening firm and a consent on the part of the Procuring Entity to any alterations that may be recommended by contracted firm on this Agreement before the commencement of the other year.

## **2.2 Variation of the Contract**

- a) Amendments or Variations to this contract shall be in accordance with the provisions under section 139 of the public procurement and Asset Disposal Act, 2015. Notwithstanding this provision, the procuring entity may terminate extension of this contract if the proposed variation by the contracted service provider is not supported by any sustainable evidence of market dynamics or if such variation/s render/s the total proposed price to be beyond the client's budgetary allocation/s for this service.
- b) No assumptions/or projections of future expenditures/Claims, relating to this service shall be used by the Service provider as a basis for price variations, rather actual and documentary supported evidence shall be the basis for determining any amendments or variations to this contract. The onus of confirming the actual claims shall lie with the contracted firm and be confirmed by the client/Procuring Entity.
- c) Proposal for any price amendments or variation/s if any, shall be communicated in writing to the Procuring entity at least three (3) months in advance before the actual date when such variations are intended by the contracted Company to be effected, failure to which no such price variation/s shall be effected or be considered a subject of negotiation by the procuring entity. Such communication shall both be through electronic media and in hard copy (ies).
- d) Any amendment(s)/variation(s) of price(s) shall in no way affect the quality of the ensuing provided services, whereof such services shall maintain their quality based on the procuring entity's appraisals and ratings. Agreement(s) by both parties to the price amendment(s)/variation(s) shall be a subject of `settling` or otherwise within one (1) month following a formal communication by either party; and subsequent negotiation meetings, in which case termination processes shall commence if NO agreement has been reached by both parties within the set duration.
- e) Modification of the terms and conditions of this Agreement, including any modification of the scope of the services may only be made by written Agreement between the Parties and shall be subject to the relevant procurement laws as stated herein.

## **2.3 Termination of Contract**

### **2.3.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered a breach of, or default under this Agreement insofar as such liability arises from any event of Force majeure, provided that the Party affected by such an event:

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out all the terms and conditions of this Agreement, and
- b) Has informed the other Party as soon as possible about the occurrence of such an event.

### **2.3.2 Extension of Time**

Any period which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for such a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.3.3 Payment**

During their period of inability to perform the services as a result of an event of Force Majeure, the Firm shall not be entitled to payment under this Agreement.

### **2.3.4 Termination by the Procuring Entity/Client**

The client may terminate this Agreement by giving not less than `thirty (30) Days` advance written notice of termination to the Firm, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this clause 2.3.4; with due regard to the relevant areas as indicated under clause 2.2:

- a) If the firm does not remedy failure in the performance of their obligations under this Agreement within five (5) Days following notification or within any further period as the client may have subsequently approved in writing;
- b) If the firm becomes insolvent or bankrupt;
- c) If as a result of Force Majeure, the firm is unable to perform a material portion of the services for a period of not less than seven (7) Days;
- d) If the firm in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or fraudulent practices in competing for or in executing this Agreement;
- e) If the firm repeatedly fails to provide services of high standard in the performance of this Agreement;
- f) If the client in its sole discretion, decides to terminate this Agreement.

### **2.3.5 Termination by the Firm**

The contracted Firm may terminate this Agreement:

- a) By giving not less than `thirty (30) days` advance written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of clause 2.3.4.
- b) If the Client fails to pay monies due to the Firm Pursuant to this Agreement and not subject to dispute pursuant to Clause 5 within thirty (30) days after receiving written notice from the firm that such payment is overdue; or
- c) If, as a result of Force Majeure, the Firm is unable to perform a material portion of the service for a period of not less than seven (7) days.

### **2.3.6 Termination in Special Cases**

The Client may at any time terminate this Agreement by giving a written notice with immediate effect in any of the following events:

- a) If the firm is in breach of the Laws of Kenya and as such is deemed by the relevant Government Authorities not fit to carry out the services as provided for in this Agreement;
- b) If there is compelling evidence implicating the firm or any of its employees with theft at the Client`s premises;
- c) Any other event as may be occasioned under clause 2.2.

### **2.3.7 Payment under Termination**

Upon termination of this Agreement pursuant to clauses 2.3.4 or 2.3.5, the Client shall remunerate the Firm for services satisfactorily performed prior to the effective date of termination. In the event of this Agreement being terminated under Clause 2.3.6, the Firm shall be expected to fully compensate for any loss or damage incurred by the Client before terminal payment is made.

## **3.0 Obligation of the Firm**

### **3.1 General**

The firm shall perform the services as described herein and carry out the obligations as described herein and in the Appendix with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices and shall observe sound management practices. The Firm shall always act in respect of any matter relating to this Agreement or to the services in good faith to the Client. Additionally, the Firm shall be required to train its employees to be deployed at the Client's premises, necessary occupational and Safety practices and ensure that such practices are adopted by all the deployed employees.

#### **3.1.2 Insurance**

The Firm shall procure and maintain insurance policies for:

- a) Work Injury Benefit Policy;
- b) Public Liability.

#### **3.2 Provision Relating to Liability (Indemnity to Client)**

The firm shall indemnify the Client from any liability arising from or occasioned by any of its personnel (Cleaners/Gardeners) in the course of their duty or by reason of being in the premises or grounds or the offices of the Procuring entity/Client and which liability is not as a result of negligence on the part of the Client.

#### **3.3 Firm's Actions Requiring Client's Prior Approval**

The Firm shall obtain the Client's prior approval in writing before entering into any subcontract for the performance of any part of the services under this Agreement.

## **4.0 Obligations of the Client**

### **4.1 The Client shall provide the firm with the following:**

- a) Access to the Firm of the areas of work/rendering the described services herein;
- b) The Client shall issue guidelines and procedures on how the Firm will render its services;
- c) The Client shall inspect the premises (Cleaned/Gardened areas) and report in the event of any unsatisfactory services to the Firm who shall take the necessary action to rectify immediately.

#### **4.2 Changes in the Applicable Law**

If after the Date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties, which increase or decrease the cost of services rendered by the Firm, then the remuneration and the reimbursable expenses otherwise payable to the firm under this Agreement shall be increased or decreased accordingly by consent between the Parties and corresponding adjustments shall be made to the amount referred to in clause 5

## **5.0 Payments to the Firm**

The Payment to the Firm shall be made monthly in the amounts stated here above under **clause (1.0) table A.**

## 6.0 Settlement of Disputes

### 6.1 Amicable Agreement

The Parties shall use their best efforts to settle amicably any disputes that may arise out of or in connection with this Agreement or its interpretation.

6.2 Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the **Arbitration Act Chapter 49 Laws of Kenya**.

6.3 Parties shall exhaust all avenues of conciliation and mediation before filing court proceedings to resolve any dispute.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of **TANA WATER WORKS DEVELOPMENT AGENCY**

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

Designation: **CHIEF EXECUTIVE OFFICER-TWWD**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

In the presence of:

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

Address: **1292-10100, NYERI**

Principal Legal Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

For and on behalf of the Company: **MS**

Full name of the

Authorized representative: \_\_\_\_\_



Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

In the presence of:

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

## APPENDIX

In order to enhance the Cleaning and Gardening Services to be rendered at the Client`s Headquarters and at Kamakwa offices, the Firm shall sign **Cleaning and Gardening Work Instructions** to be provided by the Client`s Administration Division on the first day of service that will give day to day work instructions and client`s expectations.

The firm will provide Cleaning and Gardening Services in the following manner:

- i. Cleaning and Gardening shall be carried out on a continuous basis;
- ii. The firm shall provide the required Cleaning and Gardening tools and equipment such as Dusters, Brooms, Gloves, Detergents, hoes, machete, slashes, lawnmowers, any required protective gears and any other items required for Cleaning and Gardening Services;
- iii. Nature of the Contract shall be defined as listed under the scope of work in this contract and apart from the Main building; the Cleaning shall cover all buildings including Resource Center and Washrooms; while Gardening shall cover the entire Compound and the areas just immediately outside the perimeter fence;
- iv. The Firm shall perform its services promptly to acceptable standards set by the Client in all the areas described;
- v. Should the firm fail in any way to provide the described Cleaning and Gardening Services at any time of the Day in any of the areas described, the daily remuneration shall be deducted from the Agreement price;
- vi. If as a result of (v) above the Client incurs/suffers loses or damage, the Firm shall compensate for the loss or damage thereof.
- vii. The Firm shall use its own personnel to perform the services under this Agreement in a safe manner as required under the OSHA 2007 and the Directorate of Occupational Health and Safety.



## 7.7 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 goods*] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

## 7.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## 7.9 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity] .....

WHEREAS .....[ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

[Signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

## 7.10 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

## 7.11 FORM RB 1

**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..... (*Name of the Procuring Entity*) 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 an order/orders that: -

- 1.
- 2.etc

SIGNED .....(Applicant)

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

---

### FOR OFFICIAL USE ONLY

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

SIGNED.....