



**KENYA SCHOOL OF LAW**

**TENDER DOCUMENT FOR PROVISION CLEANING & SANITARY  
SERVICES**

**TENDER NO. KSL/OT/002/2023–2024**

**SUBMISSION DEADLINE: Tuesday 30<sup>TH</sup> JANUARY 2024 AT 11.00 A.M.**

**NAME OF FIRM:** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

**TELEPHONE NO(S):** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**Open to WOMEN GROUPS under AGPO Registration**

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**TENDER NO. KSL/OT/002/2023– 2024**

**TENDER FOR PROVISION OF CLEANING & SANITARY SERVICES**

The Kenya School of Law invites sealed Tenders from eligible and competent service providers for **provision of Cleaning & sanitary services at the Karen and Town Campuses in Nairobi** as detailed in the Schedule of requirements and Tender Form.

Interested and eligible service providers may obtain the Tender document by down loading from The Kenya School of Law website; [www.ksl.ac.ke](http://www.ksl.ac.ke) or the Public Procurement Information Portal (PIIP); [www.tenders.go.ke](http://www.tenders.go.ke)

**free of charge.**

Prices quoted should be inclusive of all taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date.

Bidders shall ensure serialization of all the pages for each bid submitted.

Duly completed tender documents should be submitted in a plain sealed envelope clearly marked **TENDER NO.KSL/OT/002/2023 – 2024 -Provision of cleaning and sanitation services at The Kenya School of Law Karen and Town Campuses** and shall be addressed to: -

**Chief Executive Officer  
Kenya School of Law-Langata South  
Road  
P.O. Box 30369 - 00100  
Karen, Nairobi**

And Should be deposited in the tender box located at the Reception, gate C Administration block, so as to be received **on or before Tuesday, 30<sup>th</sup> January, 2024 at 11.00 a.m.** Opening of tenders/bids will take place immediately thereafter at the Kenya School of Law Karen Offices in the presence of tenderers/representatives who wish to attend. The Prices quoted in the tender/bid should be net inclusive of all taxes.

Any additional information, addendums or clarifications in respect to this tender will be available in our KSL website [www.ksl.ac.ke](http://www.ksl.ac.ke). All bidders are advised to regularly check the website during the bidding period.

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 221 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
- 222 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 223 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## 2.3 Contents of Tender Document

231 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Declaration Form
- (x) Request for Review Form

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

## 2.4 Clarification of Tender Documents

241 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

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

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

## 2.5 Amendment of Tender Documents

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

## 2.6 Language of Tenders

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

## 2.7 Documents Comprising the Tender

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

## 2.8 Form of Tender

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

## 2.9. Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Tenderers Eligibility and Qualifications

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

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

## 2.12 Validity of Tenders

2.13.1 Tenders shall remain valid for **120** days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be



required nor permitted to modify its tender.

#### 2.14. Format and Signing of Tenders

2.14.1. The tenderer shall prepare and bind an original and a copy of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

#### 2.15.1 Sealing and Marking of Tenders

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

2.15.3 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE Tuesday 30<sup>th</sup> January 2024, at 11.00 a.m.**

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

2.15.5 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

### 2.15.6 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 30<sup>th</sup> January 2024, at 11.00 a.m.**

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

### 2.16 Modification and Withdrawal of Tenders

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

2.16.3 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.16.5 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

## 2.17 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 a.m. on Tuesday 30<sup>th</sup> January 2024** at the school's board room, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.17.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register that will have made the request.

## 2.18 Clarification of Tenders

2.18.1 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.

2.18.2 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.

## 2.19 Preliminary Examination and Responsiveness

2.19.1 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.

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

2.19.3 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 affect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

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

## 2.20. Conversion to single currency

2.20.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.21. Evaluation and Comparison of Tenders

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

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.21.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

- (a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
  - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.21.5 Detailed evaluation criteria will be provided in the appendix to instruction

## 2.22. Contacting the Procuring entity

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

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

## 2.23 Post-qualification

2.23.1 The Procuring entity will verify and determine to its satisfaction whether

the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.23.3 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.

## 2.24 Award Criteria

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

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

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

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

2.25.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract

award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.25.2 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.

2.25.3 A tenderer who gives false information in the tender document about his 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.

## **2.26 Notification of Award**

2.26.1 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.

2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

## **2.27 Signing of Contract**

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

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

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

2.27.4 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.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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



## Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: This Invitation to tender is reserved only to <b>WOMEN GROUPS under AGPO Registration</b>
2.12.1	Particulars of tender security if applicable. <b>Tender Securing Declaration in the format provided</b>
2.15.2 (b)	<b>Tuesday, 30<sup>th</sup> January, 2024 at 11.00 a.m.</b>
2.16.1	As 2.15.2 (b) above
2.18.1	As 2.15.2 (b) above

## Evaluation criteria

**Evaluation and comparison of Tenders:** The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

### a) Mandatory Requirements (MR)

The following requirements **must** be met by the tenderer:

No	Requirements	Yes/No
1.	Copy of Certificate of Incorporation	
2.	Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority	
3.	Valid AGPO Registration certificate issued by National Treasury	
4.	Copy of CR12 for limited companies and Copy of ID for sole proprietors.	
5.	Must submit a copy of NSSF compliance certificate or evidence of registration.	
6.	Must submit a copy of NHIF compliance certificate or evidence of remittance of employee NHIF contribution.	
7.	Must submit a dully filled up signed and stamped confidential business questionnaire form.	
8.	Must submit a duly completed Tender Security declaration form.	
9.	Must submit dully filled, signed and stamped price schedule and form of tender.	
10.	Site visit certificate filled and signed by KSL representative for both Karen and Town campuses. <b>Site visits at both campuses will be on Wednesday 24<sup>th</sup> January, 2024 at 11.00 (Karen) a.m. and 2.00 p.m. (Town)</b>	
11.	Must attach a copy of WIBA policy	

12.	Must attach a copy of fire policy	
13.	Employer and public liability	
14.	Certificate of registration of work place as provided by the occupational safety and Health ACT,2007	
15.	Must provide a commitment letter, signed and stamped that the bidder is going to deploy 21 employees (20 employees and 1 supervisor) during the contract period.	
16.	A written undertaking, signed by the Directors of the company, on the salary the service provider intends to pay its employees per month. This must reflect in the financial bid and also comply with the latest Government gazette notice on minimum wage rates.	
17.	Must sequentially serialize every page of the submitted bid document failure shall lead to automatic disqualification. (from the 1st page to the last page including the issued tender document and the supplier's attachments)	

**b) Technical Evaluation criteria**

Bidders who comply with the entire mandatory requirement will be subjected to the following technical qualification. The minimum score will be 80%

	<b>Description of criteria</b>	<b>Requirement</b>	<b>Maximum score</b>
	<b>Physical facilities</b>		
1.	Provide a list of clients and recommendation letters to which the company has provided similar services and attach copies of contract ( <b>Attach evidence</b> )	5 clients with recommendation letters from client and attached evidence 3 marks each Less than 5 clients 2 marks each List of clients without letters 0 mark	15
2.	Cleaning equipment and protective gear /accessories owned by the firm or hired and to be directly assigned to KSL during the contract period ( <b>Attach evidence</b> )	Provide details/list of at least fifteen (15) equipment and accessories and explain what they will be used for. 1 mark for each	15
3.	Number of staff to be deployed in each specific area of service as provided in the scope of work schedules. Attach evidence of current e.g. certified payroll or certified pay slips for wage rates paid for at least 10 workers in the last 3 months (August-October 2022)	-Provide details of staff.  -Attach evidence of workers in the past 3 months	20
3.	Detergents/ chemicals to be used for cleaning	Provide list	10
4.	Work program/Operation/Schedule of cleaning services	Provide details	10
5.	Provide program for each area, mention details of the activities to be undertaken	Offices/Open working areas and corridors - <b>5Marks</b> Grounds, Flower beds, paved areas and	25

		walkways - <b>5 marks</b> Washrooms with tiled floors - <b>5 marks</b> Sanitary collection- <b>10 marks</b>	
6.	Certificate of good conduct	Provide copies of certificate of good conduct from the Kenya police for at least 10 staff members	5
		<b>Total</b>	<b>100</b>

## FINANCIAL EVALUATION

The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail and shall include All the Applicable Taxes.

### Financial criteria

The lowest evaluated bid in financial and which have attained the minimum threshold of 80% will be considered for award

## 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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
  
- (d)    “The Procuring entity” means the organization procuring the services under this Contract
  
- (e)    “The Contractor” means the organization or firm providing the services under this Contract.
  
- (f)    “GCC” mean the General Conditions of Contract contained in this section.
  
- (g)    “SCC” means the Special Conditions of Contract
  
- (h)    “Day” means calendar day

## 3.2. Application

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

## 3.3. Standards

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

## 3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

## 3.5. Patent Rights

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

## 3.6. Delivery of services and Documents

3.6.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the

special conditions of contract

### 3.7. Payment

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

3.7.2 Payment shall be made promptly by the Procuring entity as agreed

### 3.8. Prices

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

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

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

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

### 3.9. Assignment

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

### 3.10. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the



Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.10.2 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, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### 3.11. Termination for Insolvency

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

### 3.12. Termination for Convenience

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

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

### 3.13 Resolution of Disputes

3.13.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may

require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14. Governing Language**

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

### **3.15. Applicable Law**

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

#### **Force Majeure**

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

#### **Notices**

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

3.18.1 The contract shall be applicable for two years subject to satisfactory performance during the 1<sup>st</sup> year of engagement.

#### **3.19.1 Performance Security**

The Service Provider shall provide the Performance Security to the Procuring Entity and the Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
3.6 Delivery of Services	As per terms and conditions of the contract
3.7.1 Payment	Payment will be paid on monthly basis based on the delivery of services
3.8 Price adjustment	<b>No price adjustment will be allowed</b>
3.15 Applicable law	Kenyan law
3.17 Notices	P.o. Box 30369-00100 Nairobi
3.18 Contract validity period	Two (2) years contract.
3.19.1	Performance security shall be one (1%) percent of the contract sum

## **SECTION V - SCOPE OF WORK**

KSL intends to enter into a Service Level Agreement with a Service Provider who is able to provide the following services

- Cleaning the entire Administration Block Gate C,
- Cleaning lecture theaters and auditoriums in gate A and C and the surrounding.
- Cleaning of the entire town campus
- Maintenance of All fence on ground B and C and ground maintenance
- Change of used sanitary pads at Karen and town Campus (48) bins twice a week
- Cleaning of public areas in Gate A (all receptions corridors and washrooms)
- Cleaning of Moot courts rooms and all offices at gate A

### **2. SCOPE OF WORK-SPECIFICATION BACKGROUND**

The School intends to outsource the cleaning services to a service provider at its Administration Block

- Cleaning of office premises with 44 offices
- Four (4) lecture theaters
- 22 toilets spread within the school (gate A and C) and town campus
- Provision of sanitary services in the entire school including town campus
- Lawn, flower tendering and maintenance of fences for Ground A, B & C

### **3. SCOPE AND STRATEGY**

The KSL requires services of a service provider to provide cleaning, lawn mower and flower tendering services. The service provider will need to provide a management and delivery structure for the required cleaning services. The specific cleaning services required by the KSL are detailed below, but are not limited to the following:

#### **CLEANING**

The following areas within the Administration Block A and C are to be cleaned;

- **Offices and common area**
  - Offices
  - Reception areas

- Public areas
  - Security areas
  - Passages ways
  - Stairs (emergency, walkways)
  - Floors (carpets, tiles, wood)
  - Windows
  - Parking area
  - Lecture Halls
  - Amphitheatre
- **Boardroom and meeting rooms**
  - **Ablution facilities**
    - Toilets
    - Basins
    - Urinals
    - Shower
  - Cleaning of the areas must be done in the following order of preference (general cleaning activities):

**Ablution facilities**

- Toilets and urinals must be cleaned three times a day (times to be agreed with KSL upon appointment)
- Ensure usability and replenish consumables.
- Wash seat and lid, cistern and pipes
- Wash basins and taps
- Wipe floors, doors, window, walls and partitions (inclusive of shower)
- Disinfect all components

**Boardroom**

- Clean boardrooms in the morning and after every meeting
- Vacuum boardrooms and Director's office ones a week and/or as and when required

- Remove spots from carpets (excluding deep cleaning)
- Empty and clean dustbins/waste containers twice a day

### **Offices and common areas**

- Dust surfaces such as desks, telephones, filing cabinets, chairs et
- Spot mop any spillages
- Clean windows, (internal and external) walls and glass areas
- Dust light fittings and blinds/curtains
- Dust, sweep, mop floors
- All dustbins/waste containers must be emptied and cleaned two times a day
- A dash of air-freshener must be sprayed in all areas of high traffic Entrance and reception area

## **TERMS OF REFERENCE FOR CLEANING, SANITARY AND LAWN & FLOWER TENDERING SERVICES PROVISION AND STANDARD OF SERVICE**

The Kenya School of Law requires **21 staff which is inclusive of a supervisor** for effective cleaning service, Change of sanitary services, lawn and flower tendering services at the Administration Block, lecture theaters, auditoriums at gate A, C and the town campus.

### **DUTIES SPECIFICATIONS**

#### **Daily Activities**

- Put warning signs when cleaning and remove after cleaning (Supplier to provide).
- Open the curtains/window blinds, windows and doors
- Dust and clean all equipment (this includes computers, printers, shredders, telephones, etc) with a soft damp cloth. Ensure equipment is not damaged by water during cleaning
- Sweep the floor using a soft and/or feather dusters
- Wipe all furniture including tables, seats and all cables with a wood polish and damp cloth and dry them
- Mop the floor with a neutral maintainer
- Arrange the furniture and moving of furniture if need be
- Clean all louvers and all windows
- Dust and clean all wooden cabinets using a wood cleaner and polish

- Dust and clean all metal cabinets using a wet damp cloth
- Clean all skirting with a wet damp cloth
- Clean doors and door frames along the corridors
- Remove and clean cobwebs everywhere using appropriate equipment
- Clean all the reception areas
- Clean all leather seats using leather polish and fabric seats using appropriate detergent and method
- Remove dirt from all the walls
- Clean all direction signs, notice boards, with soap and a clean damp cloth
- Empty and cleaning of all the dustbins and having them dressed with liner bags.
- Restrooms cleaned and disinfected. (7.30am, 11.00am, 2.30pm)
- Replenishment of cleaning kits (7.30am, 11.00am, and 2.30pm)
- Cleaning of the board room and arranging the seats
- Disinfect all hand touch facilities i.e. door handles, flush & tap handles etc
- Cutting, watering & weeding lawns as necessary
- Sweeping leaves from the lawns and driveways
- Keeping drains and gutters free of leaves and standing water
- Trim and edge grass in areas that mowers cannot reach.
- Maintain trees and shrubs by Trimming & Pruning
- Ensure adherence to quality expectations and standards
- Cleaning the grounds using rakes, brooms and hoses.

### **Weekly activities**

Wiping of all cabinets and glass partitions.

- Remove any stubborn stain from the floor with a scrubbing machine and black pad
- Cleaning of windows and mirrors
- All cables to be cleaned using damp cloth
- Replace and transplant trees, flowers, and shrubs
- Monitor property grounds to ensure a pleasant appearance

- maintain and operate irrigation systems
- Inspect tools, equipment, or machines
- Ensure uniforms and personal appearance are clean and professional
- Spraying trees and shrubs and others as assigned.
- Replacement of the sanitary bins.

### **Fortnight activities**

- Wiping of wall frames e.g service charters, portraits and signage plates placed in different locations.
- Ensuring that ceiling and corners are free from cobwebs.

### **Monthly activities**

- Mechanical machine scrubbing of all the floors.
- Washing of the window curtains, shears and blinds
- Polishing of wooden floors, thermoplastic and corridors
- Thorough scrubbing of the entrance foot mats and pavements
- Maintaining the school's fences, landscape and greenery
- Ability to plan and execute landscaping operations including preparing the terrain, applying fertilizers, seeding and sodding lawns.
- Keeping the gardening tools in good condition
- Ensuring the supplies of fertilizers and pesticides are always available. (As and when required)
- Maintain, and operate irrigation systems

### **Work schedule**

The cleaning work will be carried out within the following timeframe – from 7.00am to 8.00am and 12.30-2.00 pm.



## **STAFF IDENTIFICATION AND PROTECTIVE WEAR**

The service provider shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. The brand name/label MUST be conspicuously displayed on the uniforms for easy identification.

The service provider shall provide a list of its staff and the copies of their National Identity Cards and updated Certificates of Good Conduct. Where there are changes in staffing, KSL should be notified prior to deployment of the new staff.

## **STAFFING FOR SERVICE PROVIDER EMPLOYEES**

- Ensure adequate Supervisor per area
- Ensure a clear reporting structure and clear communication with contact information for the supervisor
- All staff should be fluent in English and Kiswahili
- The staff should be of high moral integrity and with the relevant testimonials e.g. Certificate of Good Conduct.
- All staff should at all times be in branded uniforms - skirt/pair of trousers and blouse/shirts i.e. conspicuously labeled.
- The staff to have clean, well maintained uniforms bearing in mind that the company hosts high level functions and visitors.

The School reserves the right to request immediate removal of any staff member of the service provider if in its opinion such staff is no longer desirable. The service provider shall arrange to immediately replace the staff so removed and advise the School of its action accordingly.

## **PROVISION OF TOILET SUPPLIES**

Supply of moth balls, air fresheners, foot pedal sanitary bins, detergents, antibacterial soaps and liquid hand washing soaps, will be provided by the service provider and replenished as required. The School shall provide **toilet tissues** which should be agreed upon by both parties on issuance.

## **WASHROOMS**

### **Ladies washrooms services**

- Provide air freshener dispenser per washroom
- Provide hand wash soap dispensers at the sink area within each set of toilets (confirm number)
- Provide antibacterial soap in the soap dispensers
- Provide paper towel and dispenser at every given time
- Ensure The hand drier remains in good working condition at all times
- Refill soap/tissue/ /sanitizer dispensers continuously.
- Report dispensers when and if faulty
- Maintain all Toilet/ Hand tissue and Sanitizer dispensers
- Provide sanitary bins in toilets within the ladies' washrooms in the offices and town campus. (as and when required)
- Provide a sanitary bin for each toilet within each set of toilets
- Collect the used sanitary bins twice a week
- Provide a fresh, clean bin at the time of collection of used bin

### **Gentlemen's washroom services**

- Provide an air freshener dispenser per washroom
- Provide hand wash soap dispensers at the sink area within each set of toilets
- Provide antibacterial soap in the soap dispensers
- Provide adequate urinal sanitizers to prevent the buildup of uric acid and remove bad odour
- Ensure presence of adequate urinal sanitizers at all times
- Provide paper towel and dispenser at every given time
- Washrooms cleaning and freshening should be done thrice a day.
- Ensure the hand drier remains in good working condition at all times
- Refill soap/tissue /sanitizer dispensers continuously.
- Report dispensers when and if faulty
- Maintain all Toilet tissue paper towel and Sanitizer dispensers

## **Restricted Areas**

To be cleaned in the presence/supervision of a designated KSL employee.

- i. Server Rooms
- ii. Registries
- iii. Cash/Pay office
- iv. Archiving rooms
- v. Director/ CEO Office
- vi. Storage Areas

## 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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written

acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

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

## PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

Please provide breakdown for each activities showing the number of personnel to be deployed and equipments/ consumables etc to be used.

<b>Karen Campus</b>	Unit	Qty	Unit cost	Total cost
Provision for general cleaning of the compound, common areas, toilets, offices, and sanitary services				
<b>Town Campus</b>				
Provision for general cleaning of the compound, common areas, toilets, offices, and sanitary services				
<b>TOTALS</b>				

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

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**SITE VISIT CLEARANCE CERTIFICATE(S)**

This is to certify that M/s. \_\_\_\_\_ have visited,  
inspected and verified the scope of works at

(Name of site).....

**KSL Representative**

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

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

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

**Tenderers Representative**

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

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

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_day of \_\_\_\_20\_\_ between .....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of [city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and ..... spares. Viz [brief description of materials and spares] and has accepted a tender by

the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of \_\_\_\_\_.

**N/B Note that this contract will replace all other engagement with KSL if any**

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email.....

Nature of Business .....

Registration Certificate No.....

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

Name of your bankers.....

Branch.....

### Part 2 (a) – Sole Proprietor

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

Nationality.....Country of Origin.....

Citizenship details  
.....

### Part 2 (b) – Partnership

Given details of partners as follows

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

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

# 1. TENDER SECURITY DECLARATION FORM

The Tenderer shall complete this Form in accordance with the instructions indicated.....

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

To: *[insert complete name of Client]*I, the

undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
  
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of **2years** starting on *[insert date]*, if I am in breach of my obligation(s) under the bid conditions, because I –
  - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
  
  - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
  
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
  - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
  
  - (ii) Thirty days after the expiration of validity of my Tender.

Signed: *[insert signature of the consultant]*

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

**2. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box.....being a resident of ..... in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/PrincipalOfficer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**3. UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.**

I, .....of P. O. Box ..... being a resident of..... in the Republic of ..... do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **TenderNo.** ..... for .....(insert tender title/description) for.....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all **labour laws and the minimum wage regulations** during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a tax Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

.....(Title)..... (Signature).....(Date).....

Bidder's Official Stamp

**4. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box.....being a resident of ..... in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/PrincipalOfficer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized

and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**5. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box .....  
being a resident of

..... in the Republic of..... do hereby  
make a statement as

follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director  
of .....

..... (insert name of the Company) who is a  
Bidder in respect of **TenderNo.** ..... for

.....(insert tender  
title/description) for

.....( insert name of the Procuring entity) and duly  
authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors  
will not engage in any corrupt or fraudulent practice and has not been  
requested to pay any inducement to any member of the Board, Management,  
Staff and/or employees and/or agents of .....( insert name of  
the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors  
have not offered any inducement to any member of the Board, Management,  
Staff and/or employees and/or agents of  
.....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any  
corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my  
knowledge information and belief.

.....(Title).....(Signature).....(Date).....

Bidder's Official Stamp



**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**

**Board Secretary.**