KENYA LITERATURE BUREAU

TENDER DOCUMENT

FOR

PROVISION OF CLEANING/HOUSEKEEPING SERVICES

--------------------------------------------

TENDER NO: KLB/T/08/20-22

CLOSING DATE: 4-6-2020

TIME: 10:00 AM
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>INVITATION TO TENDER</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>4</td>
</tr>
<tr>
<td>III</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td>13</td>
</tr>
<tr>
<td>IV</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
<td>17</td>
</tr>
<tr>
<td>V</td>
<td>EVALUATION CRITERIA</td>
<td>21</td>
</tr>
<tr>
<td>VI</td>
<td>SCHEDULE OF REQUIREMENTS/ PRICE</td>
<td>23</td>
</tr>
<tr>
<td>VII</td>
<td>STANDARD FORMS</td>
<td>35</td>
</tr>
</tbody>
</table>

8.1 FORM OF TENDER | 35   
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS | 36   
8.3 TENDER SECURITY FORM | 37   
8.4 CONTRACT FORM | 38   
8.5 PERFORMANCE SECURITY FORM | 39   
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM | 40   
8.7 MANUFACTURER’S AUTHORIZATION FORM | 41   
8.8 LETTER OF NOTIFICATION | 42   
8.9 ANTI-CORRUPTION DECLARATION FORM | 43   
9.0 TENDER SECURING DECLARATION FORM | 44   |
SECTION I: INVITATION TO TENDER

TENDER NOTICE
Kenya Literature Bureau invites bidders who are technically and financially capable to provide the Cleaning/ Housekeeping Services on an award of a one-year renewable once subject to performance for the financial year 1st July 2020 to 30th June 2022.

SECTION II: INSTRUCTIONS TO TENDERERS

Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Eligible tenderers</td>
<td>6</td>
</tr>
<tr>
<td>2.2</td>
<td>Eligible goods</td>
<td>6</td>
</tr>
<tr>
<td>2.3</td>
<td>Cost of tendering</td>
<td>6</td>
</tr>
<tr>
<td>2.4</td>
<td>Contents of Tender document</td>
<td>7</td>
</tr>
<tr>
<td>2.5</td>
<td>Clarification of documents</td>
<td>7</td>
</tr>
<tr>
<td>2.6</td>
<td>Amendment of documents</td>
<td>7</td>
</tr>
<tr>
<td>2.7</td>
<td>Language of tender</td>
<td>8</td>
</tr>
<tr>
<td>2.8</td>
<td>Documents comprising the tender</td>
<td>8</td>
</tr>
<tr>
<td>2.9</td>
<td>Tender forms</td>
<td>8</td>
</tr>
<tr>
<td>2.10</td>
<td>Tender prices</td>
<td>8</td>
</tr>
<tr>
<td>2.11</td>
<td>Tender currencies</td>
<td>9</td>
</tr>
<tr>
<td>2.12</td>
<td>Tenderers eligibility and qualifications</td>
<td>9</td>
</tr>
<tr>
<td>2.13</td>
<td>Goods’ eligibility and conformity to tender documents</td>
<td>9</td>
</tr>
<tr>
<td>2.14</td>
<td>Tender security</td>
<td>10</td>
</tr>
<tr>
<td>2.15</td>
<td>Validity of tenders</td>
<td>11</td>
</tr>
<tr>
<td>2.16</td>
<td>Format and signing of tenders</td>
<td>11</td>
</tr>
<tr>
<td>2.17</td>
<td>Sealing and marking of tenders</td>
<td>11</td>
</tr>
<tr>
<td>2.18</td>
<td>Deadline for submission of tender</td>
<td>12</td>
</tr>
<tr>
<td>2.19</td>
<td>Modification and withdrawal of tenders</td>
<td>12</td>
</tr>
<tr>
<td>2.20</td>
<td>Opening of tenders</td>
<td>12</td>
</tr>
<tr>
<td>2.21</td>
<td>Clarification of tenders</td>
<td>13</td>
</tr>
<tr>
<td>2.22</td>
<td>Preliminary examination</td>
<td>13</td>
</tr>
<tr>
<td>2.23</td>
<td>Conversion to single currency</td>
<td>13</td>
</tr>
<tr>
<td>2.24</td>
<td>Evaluation and comparison of tenders</td>
<td>13</td>
</tr>
<tr>
<td>2.25</td>
<td>Preference</td>
<td>14</td>
</tr>
<tr>
<td>2.26</td>
<td>Contacting the Bureau</td>
<td>14</td>
</tr>
<tr>
<td>2.27</td>
<td>Award of contract</td>
<td>14</td>
</tr>
<tr>
<td>(a)</td>
<td>Post qualification</td>
<td>14</td>
</tr>
<tr>
<td>(b)</td>
<td>Award criteria</td>
<td>14</td>
</tr>
<tr>
<td>(c)</td>
<td>Bureau right to vary quantities</td>
<td>14</td>
</tr>
<tr>
<td>(d)</td>
<td>Bureau’s right to accept or reject any or all tenders</td>
<td>15</td>
</tr>
<tr>
<td>2.28</td>
<td>Notification of award</td>
<td>15</td>
</tr>
<tr>
<td>2.29</td>
<td>Signing of contract</td>
<td>15</td>
</tr>
<tr>
<td>2.30</td>
<td>Performance security</td>
<td>15</td>
</tr>
<tr>
<td>2.31</td>
<td>Corrupt or fraudulent practices</td>
<td>15</td>
</tr>
</tbody>
</table>
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 supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The Kenya Literature Bureau entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the 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 Bureau 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

2.2.1 All goods to be supplied 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 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 Bureau, 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 the tender document shall be **Kshs. 1,000/= for hard copies payable to the Account No.0124-131-8387 at KCB Moi Avenue or through MPESA PAYBILL No. 980400(Account number is the name of the firm bidding)***. The document may also be **viewed and downloaded from the Kenya Literature Bureau website (www.klb.co.ke)**. Bidders who download the tender document will not be required to pay any fee, however they will be required to send their particulars to supplies@klb.co.ke.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

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 Bureau in writing or by post at the entity’s address indicated in the Invitation to Tender. The Bureau 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 Bureau. Written copies of the Bureau 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 Bureau 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 Bureau, 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 Bureau, 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 Bureau, 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 tenderer 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 2.12 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 2.2.1 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, make/brand, 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 goods it proposes to supply 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 validity period of the tender shall be 90 days from the date of opening 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 Bureaus
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 Bureaus satisfaction.
(a) that, in the case of a tenderer offering to supply goods under the contract which the
tenderer did not manufacture or otherwise produce, the tenderer has been duly
authorized by the goods’ Manufacturer or producer to supply the goods.
(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 2.12 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
which the tenderer proposes to supply under the contract.

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

2.13.3 The documentary evidence of conformity of the goods 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 Bureau; and
(c) a clause-by-clause commentary on the Bureau 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 Bureau 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 Bureau 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 tender security for the amount specified in
the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of Kshs. 120,000/=.
2.14.3 The tender security is required to protect the Bureau against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Bureau and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Bureau as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Bureau.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the Bureau 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 2.29
   or
   (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Bureau, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bureau as non-responsive.

2.15.2 In exceptional circumstances, the Bureau may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Bureau 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 person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

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

2.17.2 The inner and outer envelopes shall:
   (a) be addressed to the Bureau at the following address
       The Managing Director
       Kenya Literature Bureau
       P.O Box 30022 00100
       Nairobi
   (b) bear the tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 4th June 2020 at 10.00 am

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 Bureau will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

   Tenders must be received by the Bureau at the address specified under paragraph 2.17.2 no later than the stipulated date and time.

2.18.1 The Bureau 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 Bureau and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring 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 Bureau 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 Bureau 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 Bureau will open all tenders in the presence of tenderers’ representatives who choose to attend thereafter in the Boardroom, Kenya Literature Bureau. The tenderers’ representatives 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 Bureau, at its discretion, may consider appropriate, will be announced at the opening.

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

2.22.3 The Bureau 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Bureau 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 Bureau 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 Bureau 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 Bureau will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Bureau 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 Bureau

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Bureau on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Bureau 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 Bureau 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 tenderer’s qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Bureau 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 Bureau 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 Bureau 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) Bureau’s Right to Vary quantities

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

(d) Bureau Right to Accept or Reject Any or All Tenders

2.27.6 The Bureau 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 Bureau action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Bureau 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
2.30, the Bureau 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 Bureau notifies the successful tenderer that its tender has been accepted, the Bureau 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 fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign
and date the contract and return it to the Bureau.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Bureau, 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 Bureau.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or
paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and
forfeiture of the tender security, in which event the Bureau 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 Bureau 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 Bureau 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 Bureau, 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 Bureau of the benefits of free and open competition;

2.31.2 The Bureau 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.
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 Bureau 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 Bureau under the Contract.

(d) “The Bureau” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Bureau 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 Bureau’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 Bureau 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 Bureau’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 Bureau and shall be returned (all copies) to the Bureau on completion of the Tenderer’s performance under the Contract if so required by the Bureau.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Bureau 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 Bureau’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 Bureau 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 Bureau 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 Bureau 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 Bureau, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Bureau 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 Bureau or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Bureau 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 Bureau.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Bureau 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 Bureau.

3.8.4 The Bureau’s right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Bureau or its representative prior to the equipment delivery.

3.8.5 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 Bureau 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 Bureau 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 10% of the original contract price.

3.13.4 Price variation request shall be processed by the Bureau 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 Bureau’s prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Bureau 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 Bureau 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 periods) specified in the Contract, or within any extension thereof granted by the Bureau;

(b) if the tenderer fails to perform any other obligation(s) under the Contract;

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

3.16.2 In the event the Bureau 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 Bureau 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 Bureau 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 Bureau 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.

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 Bureau 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.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.0. 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.

4.1. Special conditions of contract as relates to the GCC

Reference of GCC Amendments of clauses in the General Conditions of Contracts

3.7.1 Performance Security:

The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a banker’s cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

3.12.2 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as follows:

(i) payment for the Goods shall be made in local currency
(ii) payment for the Goods shall be made by the Bureau's cheque
(iii) there shall be no advance payment under this contract
(iv) payments will be made by the Bureau, within sixty (60) days after submission of an invoice and a statement or claim by the tenderer.

3.13.3 Prices

Prices quoted by the tenderer shall be fixed during the tender’s performance of the contract and not subject to variation on any account for the period of contract except due to statutory / legislative requirement and foreign exchange fluctuations. The Bureau will only absorb exchange rate fluctuations beyond 10% of the Central Bank of Kenya (CBK) mean exchange rate at the date of bidding. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our store.

4.2 Tender Security

The Bureau shall accept guarantee issued by reputable banks and Insurance companies

4.3 Submission of Brochures/Literature.

All Brochures and product information/literature must be submitted together with the tender document.

4.4 Delivery of Goods

The tenderer shall make delivery of the goods to the Bureau's store and in accordance with the time schedule prescribed by the Bureau in the Local Purchase Orders.

(i) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall
promptly notify the Bureau in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer’s notice, the Bureau shall evaluate the situation and may at its discretion extend the tender’s time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Bureau by amendment of the Local Purchase Order.

(ii) Except as provided under the General Conditions of contract paragraph 3.20, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (ii) above without application of liquidated damages.

(iii) Upon delivery of the Goods, the tenderer shall notify the Bureau and forward the following documents to the Bureau:

(a) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO).
(b) Delivery note giving details as (a) above.

The Bureau with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected, and the tenderer will be responsible for any consequent expenses.

4.5 Delivery Times: -

Deliveries shall not be made after 5.00 pm unless with special arrangement with the Managing Director, or the Supply Chain Manager.

4.6 Availability of goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.7 Warranty

(i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Bureau's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Bureau.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part, the supplier shall either:

(a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Bureau, or
(b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

4.8 Right to award Contract: -

The Bureau reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

4.9 Sourcing of Information: -

The tenderer shall obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

4.10 Ownership Transfer: -

Ownership of the goods is transferred to Kenya Literature Bureau after acceptance of quality of the goods. If the goods are rejected, they shall be collected as promptly as possible but not later than 7 days, failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.11 Unit of issue: -

The potential supplier must take into consideration the product Unit of Issue specified in the tender. If there is a variation, an indication on the unit of issue the supplier wishes to provide must accompany the submission.

4.12 Breach of Previous Contract

Tenderers who breached the previous year 2019/2020 Bureau’s performance/supply conditions shall not be considered for the particular products/service they defaulted on.

4.13 Tenderers must indicate the brand and country of origin of the product(s) where applicable

4.14 Tenderers must indicate if they are manufacturers or distributor of the items quoted for where applicable

4.15 The tenderers must undertake to hold ex-stock of a quarter of the tender quantity at any time should they win.

4.16 The “ORIGINAL TENDER” and “COPY OF TENDER” documents must be securely bound. No loose document or paper will be accepted

4.18 Varying of Quantities

4.19 The Bureau reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 10%

4.20 The Tenderers MUST attach copy of receipt as proof of purchase of the Tender Document

4.21 The Tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions.

4.22 The Bureau shall not allow preference in the evaluation of tenders
SECTION V: EVALUATION CRITERIA

Eligible tenderers must provide the following mandatory requirements (preliminary evaluation). Non submission of any of the documents will lead to disqualification from the tender process:

a) MANDATORY REQUIREMENTS (MR)

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Responsive or Not Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR 1</td>
<td>Must submit a copy of Certificate of Registration/ Incorporation</td>
<td></td>
</tr>
<tr>
<td>MR 2</td>
<td>Must submit a copy of a valid Tax Compliance Certificate</td>
<td></td>
</tr>
<tr>
<td>MR 3</td>
<td>Attach letter of compliance issued by the Labour Ministry showing compliance to minimum Wage (Attach Certified letter of inspection from the Ministry of Labour issued within the last six months from the Tender opening date).</td>
<td></td>
</tr>
<tr>
<td>MR 4</td>
<td>Must fill the Form of tender in the format provided</td>
<td></td>
</tr>
<tr>
<td>MR 5</td>
<td>Must provide Tender security <strong>Kshs. 120,000/=</strong> - Valid for 120 days after bid opening. (Bid Bond)</td>
<td></td>
</tr>
<tr>
<td>MR 6</td>
<td>Must submit a duly filled up Confidential Business Questionnaire in format provided</td>
<td></td>
</tr>
<tr>
<td>MR 7</td>
<td>Submit two Tender documents, well paged chronologically, securely bound and clearly marked (original) and (copy )</td>
<td></td>
</tr>
<tr>
<td>MR 8</td>
<td>Duly filled Site Visit forms signed by KLB official</td>
<td></td>
</tr>
<tr>
<td>MR 9</td>
<td>Attach copy of valid NSSF and NHIF Compliance Certificates</td>
<td></td>
</tr>
<tr>
<td>MR 10</td>
<td>Must attend a Pre-Tender Site Visit <strong>25th May 2020 at 11.30am KLB HQ and 26th May 2020 at 12.00pm Sales Office Kijabe Street</strong></td>
<td></td>
</tr>
<tr>
<td>MR 11</td>
<td>Copy of CR 12 from Registrar of Companies issued within last 12 months from Tender opening date</td>
<td></td>
</tr>
<tr>
<td>MR 12</td>
<td>Must submit a duly filled, signed, and Anti-Corruption Declaration Form</td>
<td></td>
</tr>
<tr>
<td>MR 13</td>
<td>Duly filled and signed Tender Securing Declaration Form in the format given in the Section for Standard Forms. (Applicable to AGPO Firms who should attach the valid AGPO Certificate issued by Treasury)</td>
<td></td>
</tr>
</tbody>
</table>

At this stage the tenderers submission will either be responsive in all mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Maximum Score (%)</th>
<th>Score Awarded (%)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Financial Capability</strong>&lt;br&gt;Attach audited accounts for the last 2 years 2016-17,2017-18</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Suitability of Service provider</strong>&lt;br&gt;Number of years in provision of cleaning services; attach company profile, LPOs and Contracts:&lt;br&gt;• 5 years and above <strong>(10 marks)</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. **Managerial and Key personnel competencies**
   (a) Provide Organizational chart showing Directors, Managerial and Key positions in the organization. *(5 marks)*

   (b) Provide Qualification and experience of Key personnel proposed for the administration and execution of the service – Attach CVS and Certificates of Key staff as follows:
   - **Team Leader (Supervisor)**
     - Diploma in Housekeeping – *5 marks*
     - Certificate in Housekeeping – *3 marks*
   - **Experience in Cleaning**
     - 6 years and above - *5 marks*
     - Below 6 years up to 4 years – *3 marks*
     - Below 4 years – *2 marks*
     - No marks will be given where CV and Certificates are not attached

   c) Training schedule for employees – Outline of a training plan for your employees that is relevant to the assignment *(5 marks)*

4. **Physical facilities**
   Provide ownership/lease evidence of the following list of equipment and other resources proposed for the service (purchase receipts, invoice or lease agreements):
   - Walk Behind Scrubber (3 pcs) – *3mks*
   - Floor Polisher (2pcs) - *2mks*
   - Wet and Dry Vacuum Cleaner (3pcs) - *3mks*
   - Carpet Extractor (2 pcs) - *2mks*

5. **Operational plan**
   should outline how the bidder plans to execute the assignment. Cleaning Schedules – This shall include but not limited to area, timings (Daily, weekly, monthly or quarterly)

6. **Experience**
   Provide Client References in Cleaning and Housekeeping Services with a combined value of at least Ten Million within the last 3 three years from Tender opening date. (Provide Letters of Award, LSO or Contract Documents Showing dates, amounts and client Contact)
   - 10 million and above contracts *(20 marks)*
   - Below 10 million up to 5 million *(10 marks)*
   - 5 million and below *(5 marks)*

7. **Certified Letter from Bank showing Service Providers Credit position** *(10 marks)*
Valid medical, WIBA compliant GPA and GLA Insurance Policies for employees (Attach copies)  

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<tbody>
<tr>
<td>8</td>
<td>10</td>
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<tbody>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

Only bidders who score 70 and above will be subjected to financial evaluation. Those who score below 70 will be eliminated at this stage from the entire evaluation process and will not be considered further.

Award of Contract

*The award for provision of Cleaning / Housekeeping Services shall be to the Lowest Evaluated most responsive bidder subject to prevailing market prices.*
### SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Technical Specifications</th>
<th>SERVICE DESCRIPTION</th>
<th>KLB Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning of concrete screed and paved areas. To be included are the fence pillars, low-level walls and embankments, etc.</td>
<td>Once every day</td>
</tr>
<tr>
<td>2</td>
<td>Mopping of All PVC/Marble floors.</td>
<td>Once every day</td>
</tr>
<tr>
<td>3</td>
<td>Dusting of all office furniture including desks, telephone headsets, computer monitors, keyboards, CPUs, printers, Fax machines etc, and all windows i l l s and low- L e v e l partitions.</td>
<td>Once daily</td>
</tr>
<tr>
<td>4</td>
<td>Vacuum cleaning of all carpeted areas (offices, waiting rooms, board rooms, etc.)</td>
<td>Once every day</td>
</tr>
<tr>
<td>5</td>
<td>Cleaning and washing of the main fire exit/staircases including skirting.</td>
<td>Once every day</td>
</tr>
<tr>
<td>6</td>
<td>Removal of all wet and dry waste from designated garbage collection areas</td>
<td>Three times daily</td>
</tr>
<tr>
<td>7</td>
<td>Cleaning and Washing of reception Area on ground floor</td>
<td>Once every day</td>
</tr>
<tr>
<td>8</td>
<td>Washing of toilet areas i.e. toilets floors and sanitary ware, mirrors and wall tiles. Cleaning monitor cards to be duly completed for evaluation daily</td>
<td>Continuously</td>
</tr>
<tr>
<td>9</td>
<td>Sweeping externally and tending to plants, grass and flowers including cutting, pruning, lawn mowing, weeding up to 1 meter outside the fence including KLB Road</td>
<td>Weekly</td>
</tr>
<tr>
<td>10</td>
<td>Provision of three (No.) high quality small size (200 ply) toilet rolls in each VIP closet as per sample.</td>
<td>Once every day</td>
</tr>
<tr>
<td>11</td>
<td>Cleaning and washing of all other fire exit/staircases.</td>
<td>Once every week</td>
</tr>
<tr>
<td>12</td>
<td>Washing of concrete screed and paved areas. To be included are the fence pillars, low-level walls and embankments, etc.</td>
<td>Once per month</td>
</tr>
<tr>
<td>13</td>
<td>Maintenance of hand liquid dispenser and provision of ½ litre liquid soap in each toilet cubicle.</td>
<td>Replenish daily</td>
</tr>
</tbody>
</table>

### SCHEDULE OF CUSTOMER SERVICE BRANCH ALONG KIJABE STREET NAIROBI

#### KENYA LITERATURE BUREAU HEAD OFFICE BUILDING AND THE SALES AND SECTION VI:

1. Cleaning of concrete screed and paved areas. To be included are the fence pillars, low-level walls and embankments, etc.
2. Mopping of All PVC/Marble floors.
3. Dusting of all office furniture including desks, telephone headsets, computer monitors, keyboards, CPUs, printers, Fax machines etc, and all windows i l l s and low- L e v e l partitions.
4. Vacuum cleaning of all carpeted areas (offices, waiting rooms, board rooms, etc.)
5. Cleaning and washing of the main fire exit/staircases including skirting.
6. Removal of all wet and dry waste from designated garbage collection areas
7. Cleaning and Washing of reception Area on ground floor
8. Washing of toilet areas i.e. toilets floors and sanitary ware, mirrors and wall tiles. Cleaning monitor cards to be duly completed for evaluation daily
9. Sweeping externally and tending to plants, grass and flowers including cutting, pruning, lawn mowing, weeding up to 1 meter outside the fence including KLB Road
10. Provision of three (No.) high quality small size (200 ply) toilet rolls in each VIP closet as per sample.
11. Cleaning and washing of all other fire exit/staircases.
12. Washing of concrete screed and paved areas. To be included are the fence pillars, low-level walls and embankments, etc.
13. Maintenance of hand liquid dispenser and provision of ½ litre liquid soap in each toilet cubicle.
<table>
<thead>
<tr>
<th></th>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Cleaning and Washing of roof and storm Drains, and Manholes and application of drain cleaner to eliminate foul smell.</td>
<td>Twice weekly</td>
</tr>
<tr>
<td>15</td>
<td>Stripping and polishing all PVC/Marble floors</td>
<td>Once a month or when need arises</td>
</tr>
<tr>
<td>16</td>
<td>Shampooing of all carpeted areas (offices, waiting rooms, board rooms, etc.)</td>
<td>Once per month or when need arises</td>
</tr>
<tr>
<td>17</td>
<td>Shampooing of all upholstery (waiting rooms, visitors’ rooms, all Board and Meeting rooms, and all Office chairs.</td>
<td>Once every 3 months</td>
</tr>
<tr>
<td>18</td>
<td>Laundering and mending of ceremonial flag and provision of nylon fastening cord</td>
<td>Once every year or as and when the need arises.</td>
</tr>
<tr>
<td>19</td>
<td>Maintenance of jumbo tissue dispensers IN EACH TOILET and provision of two (2) high quality jumbo tissue paper per day as per sample</td>
<td>Two rolls daily per toilet</td>
</tr>
<tr>
<td>20</td>
<td>Provision of one can of air freshener per toilet per month preferably Tropikal or equivalent 300 ml</td>
<td>One can per toilet per month</td>
</tr>
<tr>
<td>21</td>
<td>Cleaning of re-cessed light fittings</td>
<td>Semi-annually</td>
</tr>
<tr>
<td>22</td>
<td>Provision of large litter bins in all stair lobbies of KLB Head Office Building and empty daily.</td>
<td>Empty litter bins daily</td>
</tr>
<tr>
<td>23</td>
<td>Provision of medium size waste paper baskets (one per toilet) in all toilet lobbies (plastic as per sample).</td>
<td>Empty waste bins daily</td>
</tr>
<tr>
<td>24</td>
<td>Application of urinal balls to all urinals (Minimum size 200 grammes pack of 5 balls)</td>
<td>Four balls per urinal per week</td>
</tr>
</tbody>
</table>
SPECIFIC TO THIS CONTRACT

The Terms of Reference for the PROVISION OF HOUSEKEEPING SERVICES TO Kenya Literature Bureau (KLB) are outlined as below:

1. Locations to be Considered and Measurement

Location: Head Office, Along KLB Road, South ‘C’- Nairobi,

i. Office Space

- Ground Floor: 1,632M²
- First Floor: 1,756M²
- Second Floor: 1,756M²
- Total Office Area = 5,144M²

ii. Production Line

- Production Area: 4,277M²
- Office Space above Production Area: 192M²
- Total Office Area = 4,469M²

iii. External Field

- Parking and Driveway: 3,940M²
- Grass Area and Football Pitch: 12,306M²
- KLB Road Curbsides: TBA
- Total Office Area = 16,246M²

Overall Total Head Office Area = 25,859M²
Sales and Customer Service Branch Area = 655M²

GRAND OVERALL TOTAL AREA = 26,514M²

2. Scope of Work and Capability

i. List of cleaning products, tools, equipment and supplies provided by the Service Provider to perform the services required in the Service description.

ii. Attention should be given to the presentation of the personnel. All personnel are to be dressed in company uniforms with name and identification badges to be supplied by successful bidder.

iii. The company is to ensure that any personnel deployed to KLB premises, their contact details and police clearance are supplied to Administration Office upon commencing and regular updates provided on any personnel.
iv. The surface of the floor, railings, windows, walls, skirting and walk ways must be completely free of dust, stains, paint marks, stripes, shoe marks, anything spilt and any other blemish that can be removed with standard industry techniques.

v. Any defect noticed by the cleaners must be registered and reported to Administration Office by the Cleaning Supervisor.

vi. All personnel (including supervisor), equipment and cleaning materials to be provided by the service provider.

vii. Capacity to comply with all applicable statutory and regulatory requirements.

viii. Capability to provide housekeeping staff with proper Personal Protective Equipment (PPE) e.g. uniforms, safety shoes and hair nets where applicable.

ix. Maintenance of personal grooming of staff e.g. shaved beards, short nails and covered hair.

x. Capability to offer periodic hygiene training to the housekeeping workers.

xi. Capability to carry out self-hygiene audits and supplier audits.

xii. Capability to recruit and absorb the casual staff members currently in service.

xiii. Capability to hire qualified and experienced housekeeping staff and remunerate them at the prescribed minimum wages.

xiv. Capability to carry out deep cleaning of the KLB premises.

xv. Capability to service and maintain housekeeping equipment.

xvi. Capability to develop Standard Operating Procedures (SOPs) for all housekeeping operations.

**Table I: Areas to be Covered**

<table>
<thead>
<tr>
<th>No.</th>
<th>Area</th>
<th>No. of Offices</th>
<th>No. of Bathrooms</th>
<th>No. of Kitchenettes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Head Office (Main building)</td>
<td>28</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2nd Floor</td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st Floor</td>
<td>6</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground Floor</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2 kitchens and 2 kitchenettes)</td>
</tr>
<tr>
<td>2</td>
<td>Head Office (Production Building)</td>
<td>5</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Head Office (Stores Building)</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Head Office (Warehouse Building)</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>Head Office (Sentry House)</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Sales and Customer Service Branch</td>
<td>24</td>
<td>7</td>
<td>2</td>
</tr>
</tbody>
</table>
3. **Schedule of Services**
   i. Office cleaning should take place on weekdays, (Mondays to Fridays) between 6am-8am. No changes in the agreed days or time can be made without prior clearance by KLB.
   ii. Contracted staff should be available for 08.00hrs per day (6.00am to 4pm) with breaks in between (10.30am to 11.00am) (1.00 to 2.00pm)
   iii. During nationally declared holidays, the service provider’s personnel shall not report to work. However, if the KLB personnel are reporting to work then the service provider’s personnel shall report to work to render regular services.
   iv. In exceptional circumstances where KLB requires the services of the service provider’s personnel, the latter shall be prepared to render overtime services, the cost of which shall be billed to KLB on the same month of services rendered.

4. **Cleaning Services**

4.1 **Offices**

**Daily:**
   i. All rubbish bins emptied
   ii. Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned
   iii. Visible dirt, shoe marks, should be vacuumed, cleaned or washed from floor surfaces. All canteen/kitchenette crockery left in offices and meeting rooms to be returned to the respective areas.

**Weekly:**
   i. Carpets /linoleum vacuum cleaned and washed from wall to wall including moving any chairs or other easily moved obstructions
   ii. Vertical free areas cleaned to remove dust, cobwebs and visible dirt.
   iii. Lamps, pictures, closets, phones, doors (including handles) and frames, chair legs, ceiling lamps
   iv. Windowsills dusted or cleaned as necessary to remove visible dirt
   v. Banisters in stair walls dusted and wiped clean
   vi. The upholstered furniture vacuum cleaned
   vii. The doors, glass panels, skirting boards, shelves, and the radiators dusted or wiped clean as necessary to remove visible dirt.

4.2 **Toilets/Bathrooms**

**Daily:**
   i. All sanitary ware (wash basins, urinals and WC pans) and mirrors cleaned to remove all traces of visible dirt
   ii. Garbage bins emptied, floors washed to remove all visible dirt and stains.
   iii. Toilet consumables (toilet paper, liquid soap) re-stocked
   iv. Complete cleaning of all sanitary elements including the removal of stains and scale
   v. Toilets should be checked every hour for all the above and an assigning check sheet to be used.

**Weekly:**
   i. Walls and doors cleaned/washed
ii. WC pans and urine pans thoroughly cleaned to remove all traces of stains

4.3 Receptions/Lobby

Daily:

i. Horizontal surfaces that are clear of obstructions wiped off or vacuum cleaned

ii. Floors Vacuum cleaned or washed to remove all traces of visible dirt and shoe marks

Weekly:

i. Removal of cobwebs

ii. Clean ceiling lamps

iii. Clean glass panes and floor skirting to remove visible dirt and stains

4.4 Conferences Halls/Meeting Rooms

Daily:

i. Floor/ horizontal surfaces that are clear of obstructions should be washed or vacuum cleaned as necessary to remove all traces of visible dirt.

Weekly:

i. Once a week, as a minimum, carpets including smaller rugs, vacuumed cleaned from wall to wall once, moving chairs as necessary.

ii. Polish all wooden tables and walls

4.5 Cleaning of Outside Windows

This shall be undertaken every three (3) months in accordance with best industry standards for window cleaning.

4.6 Monthly Cleaning

i. Washing to remove visible dirt and stains from floors

ii. Apply polish and shine in all corridors/offices.

iii. Washing of Office curtains and other linen.

4.7 Catering Services

Daily:

i. Prepare 10:00 O’clock and 4:00 O’clock tea and place it at designated service points for self-service by staff members.

ii. Serve official tea to staff and guests at service points as and when required and maintain office kitchenette all the time in a hygienically clean condition.

iii. Cleaning of Kitchen/kitchenettes wash dirty utensils, cleaning of cupboard doors (Outside), cleaning the exterior of refrigerators, Microwave and all Kitchen electric and non-electric gadgets.
5. **Equipment and Consumables**

The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials required to adequately perform the service including but not limited to:

i. Vacuum Cleaners with clean air filter  
ii. Rubbish carts  
iii. Dusters, Brooms, Brushes, Buckets and Mops  
iv. Quality consumables for cleaning such as chemical liquid, detergents and cleansing material (perfumed) for the cleaning of office equipment (photocopiers, computers, printers, scanners, office furniture, glass top and glass panes)

6. **Lavatory Consumables**

The Service Provider shall supply to KLB following consumables:

i. Toilet paper equivalent of good quality (Jumbo and standard Tissue paper)  
ii. Toilet liquid hand soap  
iii. Toilet consumables

7. **Operating Procedures**

i. A Supervisor or Team Leader should be available at all times. The Supervisor is responsible for the effective day to day supervision and management of the company staff at the KLB Premises.  
ii. The Service Provider should ensure that its employees sign daily attendance register (to be provided by Service Provider) kept at the Main Gate or in the standard Logbook for cleaners on the first floor in Administration office. Logbook pages will be required to be submitted along with invoices at the end of the month.  
iii. The Service Provider shall furnish in advance a monthly assignment sheet to reflect names of the cleaning staff to be posted on duty. Any changes to the assignment should be notified in writing at least 48 hours prior to the change becoming effective.  
iv. For all services specified as above, the Service Provider is required to maintain a “check List” showing work completed, date of weekly inspection by supervisor and shall provide to the Administration Department with “Check Sheets” for monthly review. In addition, the Service Provider’s supervisor shall discuss with KLB Administration Office monthly or more frequently on the progress and equality of service being rendered.  
v. The Service Provider shall ensure that a clear note written in English should also be made available to each worker with respect to his/her daily/weekly/monthly routine of duties.

8. **Indemnity**
The Service Provider shall indemnify KLB against any claim for compensation in terms of Work Injury Benefits legislation for any loss which the service provider is liable: and any claim by any employee of the Contractor for any loss or damage resulting from any bodily injury and / or damage to property caused by cleaning staff.

9. **Duration of Contract**

The duration of the contract is anticipated to run for a period of one year and may be renewed once upon satisfactory performance following an assessment by KLB.

10. **Confidentiality**

Given the sensitive nature of KLB’s work, the Service Provider must assure the Bureau of confidentiality regarding intellectual copy rights of its published and unpublished works. Therefore, the Service Provider shall sign a confidentiality agreement upon appointment.

11. **Pre-bid Meeting – Site Visit HQ and Sales and Customer Service Branch, Kijabe Street**
Quoting entities are advised to view the facilities before they prepare and submit their proposals on 25th May 2020 at 11.30am and 26th May 2020 at 12.00pm respectively.
**PRICE SCHEDULE**

Name of Tenderer ____________________________________________________

Tender No: KLB/T/09/20-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Area in square metres</th>
<th>Rate per Month (Kshs)</th>
<th>Rate per month inclusive of VAT(Kshs)</th>
<th>Total (Kshs) 12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KLB Headquarters South C, KLB Road Main office and Production/Warehouse /Stores</td>
<td>9,613</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>External Fields HQ including KLB road (Refer No. 9 on Service Description)</td>
<td>16,246</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sales and Customer Service Branch, Kijabe Street</td>
<td>655</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT KSHS. All Taxes Inclusive**

Signature of Tenderer _________________________________

Official Rubber Stamp

NB: Prices quoted are total unit price that the tenderer proposes to provide each Cleaning/Housekeeping Services and must be inclusive of all applicable taxes/ costs which must be specified in the schedule above. In case of discrepancy between unit price and total Price, unit price will prevail.
8.1 FORM OF TENDER

Date ________________  
Tender No. ________________

To: ______________________

[insert address of Bureau]

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 __________________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ………………. ………………. (Bureau).

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 __________________________
## 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**: ……………………………………………………………………………

### 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Date**: ……………………… **Signature of Candidate**: ………………………

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
8.3 TENDER SECURITY FORM

Whereas .................................................. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated ........... [date of submission of
tender] for the supply, installation and commissioning of ...........................................[name
and/or description of the equipment]
(hereinafter called “the Tender”) ............................................................. KNOW ALL
PEOPLE by these presents that WE .................................................. of
............................................................. having our registered office at .................
(hereinafter called “the Bank”), are bound unto ............. [name of Bureau] (hereinafter called
“the Bureau”) in the sum of ............................................................. for which payment well and truly to
be made to the said Bureau, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this .............. day of ....................... 20 ..........

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the
tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Bureau during
the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions
to tenderers;

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)
8.4 CONTRACT FORM

THIS AGREEMENT made the __________ day of __________ 20 __________ between

[capital name of Procurement entity] of [capital country of Procurement entity]
(hereinafter called “the Bureau) of the one part and [capital name of tenderer] of
[capital city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Bureau invited tenders for certain goods] and has accepted a tender by the tenderer
for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

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 Bureau’s Notification of Award

3. In consideration of the payments to be made by the Bureau to the tenderer as hereinafter
mentioned, the tender hereby covenants with the Bureau to provide the goods and to remedy defects
therein in conformity in all respects with the provisions of the Contract

4. The Bureau hereby covenants to pay the tenderer in consideration of the provisions of the
goods 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 Bureau

Signed, sealed, delivered by ______ the _____________ (for the tenderer in the presence of ___________}
8.5 PERFORMANCE SECURITY FORM

To ..............................................
[name of Bureau]

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

[address]

[date]
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To ........................................
[name of Bureau]

[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 Bureau 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 Bureau 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 Bureau 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]
MANUFACTURER’S AUTHORIZATION FORM

To [name of the Bureau] ……………………

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.
8.8 LETTER OF NOTIFICATION OF AWARD

Address of Bureau

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: ACCOUNTING OFFICER
8.9 ANTI-CORRUPTION DECLARATION FORM

We ……………………………………… declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an independent or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

a) The person shall be disqualified from entering into contract for the procurement; or

b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KLB

c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KLB may have.

Name: ………………………………………Signature: ………………. Date: ………………

Business Stamp

ANTI- FRAUDULENT PRACTICE DECLARATION

We ……………………….. declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name: ………………………………………Signature: ………………. Date: ………………

Business Stamp

NON-DEBARMENT DECLARATION

We ……………………….. declares and guarantees that Director or any person who has controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name: ………………………………………Signature: ………………. Date: ………………

Business Stamp
(The Bidder shall complete in this Form in accordance with the instructions indicated)

Date: ........................................ (insert date as day, month and year) of Bid Submission

Tender No: ........................................ (insert number of bidding process)

To:
We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of (insert number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we:-
   a) have with our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
   b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
      i) fail or refuse to execute the Contract, if required, or
      ii) fail or refuse to furnish the Performance Security, in accordance with the ITT

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   i) our receipt of a copy of your notification of the name of successful Bidder, or
   ii) twenty-eight days after the expiration of our Tender

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing 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)