



HIGHER EDUCATION LOANS BOARD

Financing Higher Education now and in the future

HELB/T02/2021-2022

PROVISION OF OFFICE CLEANING SERVICES

Higher Education Loans Board
Anniversary Towers, 18th floor
P. O. Box 69489 – 00400
Nairobi – Kenya

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Email: procurement@helb.co.ke

Website: www.helb.co.ke

Tender closing date: Completed tender documents to be received on or before
11.00 a.m on Thursday 16th September 2021

**TENDER DOCUMENT TO BE DROPPED IN THE TENDER BOX
LOCATED ON 18TH FLOOR LIFT LOBBY, ANNIVERSARY TOWERS**

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security Guarding Services.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.

SECTION I – INVITATION TO TENDER



HIGHER EDUCATION LOANS BOARD

INVITATION TO TENDER

TENDER REF: HELB/T/02/2021 – 2022

PROVISION OF OFFICE CLEANING SERVICES

The Higher Education Loans Board is a state corporation whose mandate is to source for funds and provide loans, scholarships and bursaries to Kenyans studying in recognized institutions of higher learning.

HELB invites sealed tenders from interested, eligible and qualified firms **AGPO registered Women firms** for the **Provision of Office Cleaning Services**. Interested and eligible firms may view the detailed tender advert, respective tender document and further details regarding the tender submission from our website www.helb.co.ke/procurement/tenders or IFMIS supplier portal <https://supplier.treasury.go.ke> . Tender documents downloaded from the two websites are free of charge. All bidders interested in participating in the tender are required to forward their contact details on email to procurement@helb.co.ke in case of any further tender addendum.

Interested bidders are required to submit **one (1) original** and **one copy** of their **combined technical and financial proposals**, which shall be clearly marked **“ORIGINAL”** and **“COPY”** as appropriate. Bidders **must serially number all the pages** in their tender submission proposal **from the 1st**

page to the last page as the number of pages received in each bidder's tender submission proposal will be recorded during the tender opening.

The tender proposal submission, wrapped in one envelope clearly marked: **HELB/T/02/2021-2022: 'PROVISION OF OFFICE CLEANING SERVICES'** should be deposited in the tender box located at Anniversary Towers 18th floor lift lobby, University Way or sent by post to:

**The Chief Executive Officer
Higher Education Loans Board
P. O. Box 69489 – 00400
NAIROBI**

so as to be received not later than **Thursday 16th September 2021 at 11.00 a.m.** Opening of the submitted tenders will take place immediately on the same date in the main boardroom on 19th floor, Anniversary Towers at **11.15 a.m** in the presence of tenderers representatives who choose to attend the opening.

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

AGPO registered firms are not required to submit a tender security but **must fill, sign and submit the Tender Securing Declaration form** and **must submit the valid AGPO registration certificate**. Please note that any tender that shall not be accompanied by a filled and signed Tender Securing Declaration form and valid **AGPO Women certificate** shall be deemed to be non-responsive and disqualified.

HELB may at any time terminate the procurement proceedings without entering into a contract in accordance with section 60 of the Public Procurement and Asset Disposal Act 2015.

**CHIEF EXECUTIVE OFFICER
HIGHER EDUCATION LOANS BOARD**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and HELB, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=

- 2.3 HELB shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of tender documents

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

- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.5 Clarification of Documents

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

HELB 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, HELB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.7 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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

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

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an

adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect HELB against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.

- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by HELB, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, HELB may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without

forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the 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 **Thursday, 16th September 2021 at 11.00 a.m.**”

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by HELB at the address specified under paragraph 2.15.2 no later than **Thursday 16th September 2021 at 11.00 a.m.**

2.16.2 HELB may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of HELB and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by HELB as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

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

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

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

2.17.5 HELB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 HELB shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 HELB will open all tenders in the presence of tenderers' representatives, who choose to attend,

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 HELB will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 HELB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, HELB 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. HELB's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

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

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

(a) Operational Plan.

HELB 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 HELB's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. HELB may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (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.

2.23. Contacting HELB

2.23.1 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.

2.23.2 Any effort by a tenderer to influence HELB in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

- a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as HELB deems necessary and appropriate.

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

b) Award Criteria

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

2.24.4 HELB 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 HELB's action. If HELB determines that none of the tenderers is responsive; HELB shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and HELB pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, HELB will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as HELB 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.

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the HELB, 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 HELB.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event HELB may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 HELB 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 HELB 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 THE TENDERERS

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Eligible tenderers shall be confined to AGPO registered firms owned by Women
2.10	Currencies allowed are Kenya Shillings.
2.11	Particulars of eligibility and qualifications shall be documents of evidence required as outlined in the submission of tender requirements on pages 36-38 of the tender document
2.12	Tender Securing Declaration form must be filled and submitted.
2.24	Post – qualification is not applicable
2.30	None

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify HELB against all third-party claims of

infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to HELB and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by HELB and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 HELB or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. HELB shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to HELB.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, HELB may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to HELB.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in HELB's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 HELB 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 HELB convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

HELB's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	There shall be no performance security
3.8	As prescribed in the description of services
3.9	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
3.14	By arbitration
3.17	Applicable law – Kenyan Law
3.18	Indicate addresses of both parties

SECTION V – SCHEDULE OF REQUIREMENTS**LOCATION AND SIZE OF PREMISES**

Location : Anniversary Towers University Way, City Centre 19th Floor

NO.	FLOOR	AREA SIZE PER SQUARE FEET	TYPE OF FLOOR
1.	19 th floor North wing	3,490	Tiles on the corridor Offices Carpet
2.	19 th floor South wing	3,490	Tiles
3.	18 th floor South wing	3,490	Tiles
4.	18 th floor North wing	3,490	Tiles
5.	13 th floor South wing	3,490	Tiles
6.	Mezzanine One	1,490	Tiles
7.	Mezzanine Two	1,490	Tiles
8.	Ground floor 1	785	Tiles
9.	Ground floor 2	785	Tiles
10.	Industrial Area supply chain office and registry	10,000	Terrazas
	TOTAL OCCUPIED AREA	34,000	
FUMIGATION			
10	Fumigation will be provided at all Anniversary Towers offices and at HELB's Registry offices located at Supply chain go-downs – along Likoni Road Industrial Area twice in a month.		
PROVISION OF SANITIZERS AND SANITIZER DISPENSERS			
	Avail Approved 60 liters of sanitizers by the Board per Month		
	Install and maintenance of sanitizes 28 dispensers located in various points		

SECTION VI – DESCRIPTION OF SERVICES



HIGHER EDUCATION LOANS BOARD

SCOPE OF WORK/TERMS OF REFERENCE

The successful tenderer shall be expected to:

1. Daily cleaning services should proceed from 6.20am to 7.30am – offices should be ready for use by 7.40am.
2. The supplier should deploy adequate staff to carry out the cleaning services as detailed above i.e., daily, quarterly and annually. At least 6 cleaners should remain in the Board permanently for continuous cleaning during the day's normal working hours or as agreed in the contract.
3. The contractor's workers should display good conduct, character, self-discipline, good moral standards and respect while handling their duties. Guidelines will be set out with regards to problem solving, lost and found items etc.
4. Floors shall be mopped twice a day and scrubbed once a week. However during the rainy season floors shall be mopped or scrubbed severally as and when required so as to keep all floors clean throughout the day.

5. Walls shall be wiped daily with detergent approved by the Board so as to remove all marks and stains.
6. All solid waste bins in these areas shall be emptied twice a day and washed twice a week and treated as herein after provided with reference to Garbage collection.
7. Mirrors shall be cleaned with appropriate detergent
8. All doors and door handles shall be cleaned daily and polished at least once a week.
9. All desks and door frames should be whipped with approved anti covid dispensers
10. All door hinges shall be oiled regularly as and when need arises. The Company shall supply and apply the oil and ensure that the oil used is non-staining
11. All toilets not in common area shall be wiped/mopped kept dry and disinfected using disinfectants approved by the Board twice per day (morning and afternoon) and kept clean throughout the day.
12. Provide and empty the sanitation bins for all the toilets not in common Area toilets
13. The Company shall ensure there is an adequate supply of the liquid soap in the soap dispensers and liquid hand washing soap for areas without soap dispensers. Any faulty soap dispensers and /or hand dryers shall be reported to the Board immediately.
14. The company shall provide spray and air fresheners of a type to be agreed upon between the parties.
15. All areas with stains shall be cleaned with stains removing chemicals approved by the Board.
16. All areas with stains shall be cleaned with stains removing chemicals approved by the Board.
17. All stains on the walls ceiling shall be removed with an appropriate sport cleaner

18. All cleaning personnel shall always be in uniform and with name tags and shall wear appropriate protective gear where necessary. The personnel shall be fully equipped with the right tools of their trade.
19. Provide toilet Paper always on 19th floor common area
20. Provision of Sanitary bins to emptied twice a week in the indoor washrooms
21. Ceiling should be free of cobwebs.
22. Fluorescent housing shall be cleaned on a quarterly basis.
23. Fumigation of all office Areas against pests and rodents shall be done on a quarterly basis. This shall be for all HELB offices i.e at Anniversary Towers, Industrial Area offices and Upper Hill.
24. All leather seats shall be polished with the relevant polish on a weekly basis.
All Fabric chairs shall be thorough cleaned and vacuumed on a quarterly basis.
25. All window blinds shall be cleaned on a quarterly basis.
26. The Contractor shall provide a suitable Supervisor with an 'O' level certificate and above.
27. The Contractor shall make arrangements and be responsible at their own cost for the general transport requirements for all its personnel to and from the premises and telephone communication
28. The company shall provide a high standard of the services, poor performance and substandard quality of service shall be sufficient grounds for the termination of this agreement.

Responsibility

The HELB appointed officer in liaison with company in charge shall be responsible for the overall day to day command and control of all cleaning and all related matters.

Discipline

The company shall ensure that the personnel/supervisors engaged in the performance of services exhibit good discipline and acceptable behavior at all times to avoid situations likely to breach HELB's business and shall also observe and comply with all security, safety, operational or administrative regulations, information, guidelines or rules from time to time as required by HELB.

Insurance

The company shall insure its personnel engaged in the performance of this agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof. The company shall be required by HELB to avail the policy insurance thereof and proof of payment of the current premium.

LOCATION AND SIZE OF PREMISES

Location : Anniversary Towers , University Way, Nairobi CBD

Premises : Anniversary Towers Ground floor, 13th, 18th, and 19th , Mezzanine one, Mezzanine 2 and Ground floor.

NO.	FLOOR	AREA SIZE PER SQUARE FEET	TYPE OF FLOOR
1.	19 th floor North wing	3,490	Tiles on the corridor Offices Carpet
2.	19 th floor South wing	3,490	Tiles
3.	18 th floor South wing	3,490	Tiles
4.	18 th floor North wing	3,490	Tiles
5.	13 th floor South wing	3,490	Tiles
6.	Mezzanine two	1,490	Tiles
7.	Mezzanine one	1,490	Tiles
8.	Ground floor 1	785	Tiles
9.	Ground floor 2	785	Tiles
10.	Industrial Area supply chain office and registry	10000	
	Total occupied area	34,000	

Number of cleaners required

S/no.		Number of cleaners
1.	19 th floor North wing	2
	19 th floor South wing	1
2.	18 th floor South wing	1
3.	18 th floor North wing	1
4.	13 th floor South wing	1
5.	Mezzanine two (2)	1
6.	Ground floor 1	1
7.	Ground floor 2	

8	Industrial area	3
Note: At least 6 cleaners should remain in the Board permanently for continuous cleaning during the day's normal working hours or as agreed in the contract.		

FURNITURE/FURNISHING

Ground Floor	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	1
	Assorted chairs	fabric	21
Mezzanine One floor	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	10
	Assorted chairs	fabric	16
	Boardroom chairs	leather	22
	Blinds	fabric	Lot
Mezzanine Two	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	
	Assorted chairs	fabric	
	Boardroom chairs	leather	
	Sofa sets	fabric	
	Sofa sets	leather	
	Blinds	fabric	Lot
13th floor South Wing	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	44
	Assorted chairs	fabric	77
	Boardroom chairs	leather	6
	Sofa sets	leather	2
	Blinds	fabric	Lot
18th floor, North Wing	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	30
	Assorted chairs	fabric	60
	Boardroom chairs	leather	15
	Blinds	fabric	Lot
18th floor, South Wing	Type	Material	Quantity
	Assorted tables/desks	wood (mahogany)	30
	Assorted chairs	fabric	60
	Blinds	fabric	Lot
19th floor, North Wing and waiting area	Type	Material	Quantity
	Assorted tables/desks/glass	wood (mahogany)	25
	Inbuilt wall	wooden	6

	unit/bookshelves		
	Boardroom chairs & other offices and office leather chairs	leather	45
	Sofa sets	leather	7
	Blinds	material	Lot
19th floor, South Wing	Type	Material	Quantity
	Assorted tables/desks/glass	wood (mahogany) and glass	37
	Assorted chairs	fabric	6
	Inbuilt wall unit/bookshelves	wooden	16
	Chairs	leather	72
	Blinds	fabric	Lot
Industrial Area supply chain office and registry	Assorted tables/desks/glass Assorted chairs Inbuilt wall unit/bookshelves Chairs Blinds	wood (mahogany) and glass fabric wooden leather fabric	16

DESCRIPTION OF ACTIVITIES AND FREQUENCY OF CLEANING OPERATIONS

Daily cleaning

Description of activity	Area operation
Dry carpet vacuuming	Carpeted floor surfaces on the premises
Scrubbing & mopping	Floor surfaces with PVC tiles on the premises
Dusting	Ledges, windowsills, tables, chairs, sofa sets, desks, counters, equipment, wall partitions, walls, floor skirting, telephone stands, tables, computers, printers, portraits, door mats, coat hangers, televisions sets etc.
Polishing	Wooden surfaces on the premises, glass surfaces
Emptying of wastepaper baskets	Waste paper baskets in all offices
Cleaning & disinfection	Private toilets and sinks (8 in number.), telephone heads,

Arranging/positioning	Upholstery, chairs, desks, computers etc
Bins	Dusting bins twice

Weekly Cleaning

Description of activity	Area operation
Dry vacuuming	Chairs & sofa sets on the premises
Dusting	Doors, door handles, glazed pictures, bookshelves, flower vases, windows, portraits/pictures, wall and ceiling hangings and fixtures on the premises
Washing and disinfecting	Wastepaper baskets and tea towels
Polishing	PVC floors in the premises and wall partitions
Emptying of waste paper baskets (continuous)	Wastepaper baskets in all offices
Scrubbing	Tiles and floors
Thorough cleaning	All the above (done during the weekend)

Quarterly Cleaning

Description of activity	Area in square meters
Wet carpet shampooing and vacuuming of all carpeted offices, shampooing and scrubbing of all office chairs/seats	1,620 sq metres and 859 sq ft ground floor office
Cleaning of furniture	Assorted
Fumigation	All offices, kitchen areas, drawers and industrial area registry.
Supply and emptying sanitary bins for the indoor toilets	7 toilets

Annual cleaning

Description of activity	Area of operation
Cleaning of blinds	4,640 pieces
Repair of Blinds	Repair any defects of blinds at all times

Requirements for cleaning equipment

Item	Condition
Vacuum cleaners	Low sound output
Carpet shampooing machines	Low sound output
Brooms	Good all the time
Mops and mop cans	Good all the time
Polishing clothes/materials	Clean all the time
Feather dusters	Clean all the time
Detergents, disinfectants, polish	Approved by the board
Tile scrubbing machine	Low sound output all the time

DURATION OF THE CONTRACT

The contract will be awarded to the successful tenderer for a term of **Three years (36 months)** from **1st October 2021** to **30th September 2024** and may be renewed for a further period of **one (1) year** at the sole discretion of the client subject to agreement by both parties on the same terms and conditions.

SUBMISSION OF TENDER REQUIREMENTS

All bidders are requested to submit the documents listed below from no.1 – 16. These documents shall be evaluated to determine your company's responsiveness to the terms of the tender.

You are required to submit your tender arranged in the under listed format to facilitate easier evaluation by the Evaluation Committee. You **must serially number all the pages in your tender proposal submission from the 1st page to the last page**. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016. **Failure to serially number all the pages in your tender proposal submission from the 1st page to the last page will lead to automatic disqualification**. The numbering can be done manually by hand or by use of a numbering machine.

1. Submit a **filled** and **signed Tender Securing Declaration form** -*This is mandatory.*
2. Submit the company's **valid Women AGPO registration certificate**. -*This is mandatory.*
3. Submit a copy of your company's **valid tax compliance certificate or exemption** – *This is mandatory.*

4. Submit a copy of your company's **certificate of incorporation/Registration**– *This is mandatory.*
5. Submit the company's **valid business permit** – *Mandatory*
6. Submit a **signed declaration statement** that you will **not engage in any corrupt or fraudulent practice** -*This is mandatory.*
7. Submit a **signed declaration statement** that you are **not debarred from participating in procurement proceedings.** – *This is mandatory.*
8. Submit a **signed site visit clearance certificate** – Interested bidders must register for a site visit of the areas to be cleaned at the Procurement office and obtain a signed site visit clearance certificate which must be submitted with your tender proposal. – *This is mandatory.*
9. **Company Experience:** Submit proof that your company has experience in assignments of similar nature and magnitude with other organizations (i.e Provision of Office Cleaning Services) by the submission of the following;
 - a) Indicate the **number of years that the company has been providing similar cleaning services.** Note that this will be determined from the certificate of incorporation. @1 mark per year up to a max of 10 years.(10 marks)
 - a. Submit a **list of at least three (3) reference sites/projects** where your company has successfully provided office cleaning services in the recent past. Information required on **each** project should include:
 - Address of project/name of organization
 - Name of contact person and telephone number. @3 marks per reference site.
 - b. Submit **three (3) recommendation letters** on the company's/client letter head for the three reference sites provided in no.9 (a) above @ 6 marks each.
 - c. Submit copies of **three (3) LPO's or letters of award or signed contracts** for the three (3) reference sites for which recommendation letters were submitted in no.9 (b)above @ 7 marks each.
10. **Company profile:**
 - a) Fill and submit the **confidential business questionnaire form**@ 3 marks.
 - b) Fill and submit a signed **tender proposal submission letter.** @ 3 marks.

11. Proof of having satisfied key Social obligations

- a) Attach a copy of a valid NSSF compliance certificate. @6 marks
- b) Attach a copy of a valid NHIF compliance certificate. @6 marks
- c) Submit a copy of the payroll or salary structure or remuneration form or payslip indicating the cleaner's remunerations as evidence that it complies with existing labour laws. HELB reserves the right to carry out an independent investigation to verify the accuracy of the information so provided. @4 marks
- d) Submit a copy of Work Injuries benefit insurance benefit cover (WIBA)@ 6 marks

12. Submit information on your proposed supervisory arrangements by stating:

- a) Deployment – Provide **information on number of staff to be deployed** in each specific areas of service as provided for in the scope of work schedules. @3 marks
- b) Supervision **frequency i.e Outline the Number of visits you will give your cleaners** during the week. @ 3 marks
- c) **Outline the number of meetings** between client and company management @2 marks

13. Information on proposed equipment and cleaning consumables:

- a) Submit **the list of the cleaning owned cleaning equipment** that will be used in the provision of the service. @3 marks
- b) Submit **a list of appropriate consumables related to the services offered**. Indicate the description and trade names of each consumable and categorize them as per the nature of service they will be used for. @3 marks

14. **Form of tender:** This form MUST be dully filled, signed and submitted by the authorized official and stamped with the company rubber stamp or seal – *This is mandatory.*

15. **Schedule of rates/Price schedule form:** This form must be duly filled, signed and rubberstamped with company rubber stamp or seal and submitted– *This is mandatory.*

16. Serially **number all the pages in your tender proposal submission from the 1st page to the last page.** The numbering can be done manually by hand or by use of a numbering machine. Bidders who shall not number all the pages in their submitted tender proposal or partially number the submitted tender will be automatically disqualified -*This is mandatory.*

Note: Site visit is mandatory in order to ascertain the areas to be cleaned (scope of work) so as to be able to quote appropriately. Contact Naaman on [Tel:0711052226](tel:0711052226) ; email: nmutuma@helb.co.ke

SUBMISSION OF FINANCIAL PROPOSAL:

This shall comprise of:

1. **Form of tender.** Must be duly filled, signed by authorized official and stamped with company rubber stamp or seal - *Mandatory*.
2. **Schedule of rates/Price schedule form** must be duly filled, signed and rubberstamped with company rubber stamp or seal - *Mandatory*..

Note: Any further clarifications regarding this tender should be made in writing to procurement@helb.co.ke

EVALUATION CRITERIA

Your tender submission proposal will be evaluated in three (3) stages namely:

- Preliminary evaluation in stage 1
- Detailed technical evaluation in stage 2
- Financial evaluation in stage 3

The following under listed criteria will be used in the evaluation of all potential bidders in the determination of the tender responsiveness and as per the submitted documents requested for in the submission of tender requirements as from **no.1-16 on pages 36-38 of this tender document**. Only bidders who shall meet the mandatory preliminary evaluation criteria in stage 1 of the evaluation, and further score a pass mark of 80% and above in the detailed evaluation criteria in stage 2 shall qualify for consideration of their financial proposals.

1. Preliminary Evaluation – stage 1

Preliminarily, your tender submission will be evaluated to determine whether you have submitted the requested mandatory documents:

S/no.	Description of criteria	Score
1.	<p>(Mandatory documents: Failure to which leads to automatic disqualification)</p> <ol style="list-style-type: none"> 1) Whether you have serially numbered <u>all</u> the pages in your tender proposal submission from the 1st page to the last page -<i>This is Mandatory.</i> 2) Whether you have submitted a valid AGPO certificate and a filled and signed Tender Securing Declaration form -<i>This is Mandatory.</i> 3) Whether you have submitted a copy of your company's valid Tax Compliance Certificate-<i>This is Mandatory.</i> 4) Whether you have submitted a copy of the company's certificate of incorporation/Registration-<i>This is Mandatory.</i> 5) Whether you have submitted your company's valid business permit-<i>This is Mandatory.</i> 6) Whether you have submitted a signed declaration statement not to engage in corruption and fraudulent practice -<i>This is Mandatory.</i> 7) Whether you have submitted a signed declaration statement that your company is not debarred from participating in procurement proceedings-<i>This is Mandatory.</i> 8) Whether you have submitted a signed site visit declaration form-<i>This is Mandatory.</i> <p>AT THIS STAGE THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE.THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>	Mandatory
Detailed technical evaluation in stage 2		
1.	<p>Company profile, experience and reputation:</p> <ol style="list-style-type: none"> a) Whether you have submitted a filled and signed tender proposal submission form. @3 marks. b) Whether you have submitted a filled confidential business questionnaire form@3 marks. 	6 marks
2.	<p>Company experience and reputation:</p> <ol style="list-style-type: none"> b) Number of years that the company has been providing cleaning services. .@1 mark per year up to a max of 10 	10 marks

	<p>years.</p> <p>c) Whether you have submitted a list of three (3) reference sites/projects where your company has successfully provided cleaning services in the recent past. Information required on each project should include:</p> <p>i). Address of project/name of organization</p> <p>ii). Name of contact person and telephone number@3 marks each.</p> <p>d) Whether three (3) recommendations letters have been submitted from any of the three reference sites listed in 2 (b) above as confirmation of having successfully undertaken services of similar magnitude. @6 marks each.</p> <p>e) Whether copies of contracts or letters of award or LPO's for the three (3) assignments for which you have submitted recommendation letters in 2(c) above have been submitted as evidence of having been awarded the services @7 marks each.</p>	<p>9 marks</p> <p>18 marks</p> <p>21 marks</p>
3.	<p>Proof of having satisfied key Social obligations</p> <p>a) Whether you have submitted a copy of the valid NSSF compliance certificate. @6 marks .</p> <p>b) Whether you have submitted a copy of the valid NHIF compliance certificate. @6 marks .</p> <p>c) Whether you have submitted a copy of the payroll or salary structure or remuneration form or payslip indicating the cleaner's remunerations as evidence that it complies with existing labour laws. HELB reserves the right to carry out an independent investigation to verify the accuracy of the information so provided. @4 marks .</p> <p>d) Submit a copy of Work Injuries benefit insurance benefit cover (WIBA) @6 marks.</p>	<p>6 marks</p> <p>6 marks</p> <p>4 marks</p> <p>6 marks</p>
4.	<p>Information on your proposed supervisory arrangements by stating:</p> <p>a) Deployment – Whether you have provided information on number of staff to be deployed in each specific areas of service as provided in the scope of work schedules. @3 marks</p>	<p>3 marks</p>

	<p>b) Whether you have outlined your supervision frequency i.e number of visits you will give your cleaners during the week. @3 marks</p> <p>c) Whether you have outlined the number of meetings between client and company management. @2 marks.</p>	<p>3 marks</p> <p>2 marks</p>
5.	<p>Information on proposed equipment and cleaning consumables:</p> <p>a) Whether you have submitted the list of the cleaning owned cleaning equipment that will be used in the provision of the service. @3 marks.</p> <p>b) Whether you have submitted a list of appropriate consumables related to the services offered. Indicate the description and trade names of each consumable and categorize them as per the nature of service they will be used for. @3 marks.</p>	<p>3 marks</p> <p>3 marks</p>

4. Financial evaluation criteria

Only bidders who shall meet the all the mandatory preliminary evaluation criteria in stage one of the evaluations and further score 95% and above in the detailed technical evaluation in stage 2 of the evaluation shall qualify for the consideration of their financial proposals.

1.	Whether the Form of tender has been dully filled, signed by the authorized official, stamped with the company rubber stamp or seal and submitted with your tender – <i>This is mandatory.</i>	<i>Mandatory</i>
2.	Whether the schedule of rates/price schedule form has been dully filled, signed by the authorized official, stamped with the company rubber stamp or seal and submitted with your tender – <i>This is mandatory.</i>	<i>Mandatory</i>

Note: As per section 82 of the Public Procurement Asset and Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

Award criteria

The tender shall be awarded to lowest evaluated responsive bidder 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.

SECTION VII - STANDARD FORMS

1. Tender proposal submission form – page 45
2. Tender Securing Declaration form- page 46
3. Confidential Questionnaire form- page 47
4. Declaration not to engage in corruption - page 49
5. Declaration on non-debarment - page 50
6. Form of tender - page 51
7. Price schedule form- page 52
8. Contract form- page 53
9. Site clearance certificate – page 55
10. Performance security form- page 56
11. Bank guarantee for advance payment- page 59

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. **Signed Introduction letter** – This form should be filled, signed and submitted.
2. **Site visit declaration form** – This form must be filled and authenticated by Procurement and submitted with your tender.
3. **Form of Tender** - The form of tender MUST be completed by the tenderer and submitted with the tender documents. It must also be duly filled, signed by duly authorized representatives of the tenderer and rubber stamped.
4. **Price schedule form**; This form must be filled, signed, rubber stamped and submitted with the tender proposal submission.
5. **Confidential Business Questionnaire Form** - This form MUST be completed by the tenderer and submitted with the tender documents.
6. **Tender Securing Declaration form** – This form MUST be filled, signed, rubberstamped and submitted by AGPO registered firms participating in this tender and it MUST be accompanied with the valid AGPO registration certificate.
7. **Signed declaration statement** – You MUST fill, sign, rubber stamp and submit signed declaration statements that you will not engage in any corrupt or fraudulent practice and that you are not debarred from participating in procurement proceedings.
8. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
9. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
10. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

TENDER PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, submit our tender for _____
_____ [Title of tender] in accordance with your
tender and our tender submission. We are hereby submitting our tender, which is
a combined technical and financial proposal submission.

We understand you are not bound to accept any tender that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

Tender-Securing Declaration Form

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

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

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

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

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [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 withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the 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 the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on day of, [insert date of signing]

Note: AGPO registered firms **MUST** fill, sign and submit this form and the AGPO registration certificate.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																				
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">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>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p>																				

Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			
Date		Signature of Candidate	

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

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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 **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 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 corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
 (Title) (Signature) (Date)
 Bidder's Official Stamp

Note: This form MUST be filled, signed, rubber stamped and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

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

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 Company Secretary/ Chief Executive/Managing Director/Principal Officer/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 hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

Note: This form MUST be filled, signed, rubber stamped and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

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.

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).

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

4. 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 _____

Note: This form MUST be filled, signed, rubber stamped and submitted by all the bidders participating in this tender.

PRICE SCHEDULE FORM

FLOOR	QUOTED TENDER PRICE PER MONTH	QUOTED TENDER PRICE PER YEAR
19 th floor North wing 3,490 sq ft		
19 th floor South wing 3,490 sq ft		
18 th floor South wing 3,490 sq ft		
18 th floor North wing 3,490 sq ft		
13 th floor South wing 3,490 sq ft		
Mezzanine One 1,490 sq ft		
Mezzanine Two 1,490 sq ft		
Ground floor One 785 sq ft		
Ground floor Two 785 sq ft		
Fumigation costs (Quarterly)		

Total cost for **cleaning per month** inclusive of VAT Kshs. _____

Total cost for **cleaning per year** inclusive of VAT Kshs. _____

Fumigation costs per Quarter inclusive VAT in Kshs. _____

Fumigation costs per Year inclusive VAT in Kshs. _____

Total tender sum for **cleaning and Fumigation per year** inclusive of VAT Kshs. _____

Signature of tenderer _____

Date _____

Company Rubber stamp/Seal:

Note: This form MUST be filled, signed, rubber stamped and submitted by all the bidders participating in this tender.

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;
 - (b)
 - (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 _____.

SITE VISIT CLEARANCE CERTIFICATE

M/s

P. O. Box _

NAIROBI

RE: CONFIRMATION OF SITE VISIT

This is to confirm that M/s..... of
P. O. Box paid a site visit to HELB
offices in order to ascertain the scope of works for the office cleaning
services.

The company therefore is hereby cleared to submit their tender for the
provision of the service.

Yours faithfully,

Elijah Wekesa
Manager, Procurement & logistics
For: C.E.O & BOARD SECRETARY

PERFORMANCE SECURITY FORM

To:
.....
.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....
.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for 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 figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....

...

[amount of guarantee in figures and words].

We, the

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

[amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment

received by the tenderer under the Contract until *[date]*.

Yours truly,

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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 of20.....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
of20.....

**SIGNED
Board Secretary**