



MACHAKOS UNIVERSITY

PROVISION OF CLEANING SERVICES

TENDER NO: MksU/OT/03/2019-2020

MACHAKOS UNIVERSITY
P.O. BOX 136– 90100
MACHAKOS
EMAIL: po@mksu.ac.ke
WEBSITE: www.mksu.ac.ke

**MANDATORY SITE/PRE-TENDER MEETING VISIT ON TUESDAY
10TH DECEMBER, 2019 AT 10.00 AM**

CLOSING DATE: 19TH DECEMBER, 2019 AT 10.00 AM

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INTRODUCTION

- 1.1 This standard tender document for procurement of services has been prepared for use by public entities in Kenya in the procurement of all types of services.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice 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 special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) 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.
 - (b) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
 - I. Tender number.
 - II. Tender name.
 - III. Name of Machakos University.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: MksU/OT/03/2019-2020

TENDER NAME: PROVISION OF CLEANING SERVICES

Machakos University invites sealed tenders from eligible candidates for provision of security services.

Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Office, Main campus**. A complete set of tender documents may be downloaded from **www.mksu.ac.ke** free of charge. Bidders who download the tender document shall notify the Procurement Office immediately for record purposes by email: **po@mksu.ac.ke**

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

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Machakos University or be addressed to:-

**The Vice-Chancellor
Machakos University
P O Box 136 – 90100,
Machakos.**

And dropped in Tender Box situated at the Administration Block, Main Campus in Machakos, so as to reach the University **NOT LATER THAN 19th December, 2019 at 10.00 am**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **Conference Room 11**.

**Prof. Lucy W. Irungu, PhD.
VICE CHANCELLOR
&
PROFESSOR OF ENTOMOLOGY**

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify Machakos University by post, fax or by email at the address indicated in the Invitation for tenders. Machakos University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the Machakos University. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

2.5.2 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, Machakos University, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Machakos University 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Machakos University as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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

2.12.7 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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (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 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

2.13.2 In exceptional circumstances, Machakos University 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to Machakos University at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE 19th December, 2019 at 10.00 am.**"

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

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

2.16. **Deadline for Submission of Tenders**

Tenders must be received by Machakos University at the address specified under paragraph 2.15.2 not later than **19th December, 2019 at 10.00 am.**"

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

2.16.2 Bulky tenders which will not fit the tender box shall be received by Machakos University as provided for in the appendix.

2.17. **Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Machakos University prior to the deadline prescribed for 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 fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 Machakos University will open all tenders in the presence of tenderers' representatives who choose to attend, at **19th December, 2019 at 10.00 am**"

2.18.2 And in the location specified in the invitation for tenders. 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 Machakos University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Machakos University will prepare minutes of the tender opening, which will be submitted to 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 Machakos University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 Machakos University 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.

- 2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 Machakos University 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Machakos University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Machakos University 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 Machakos University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, Machakos University will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

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

2.22.2 Machakos University evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting Machakos University

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

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

2.24 Post-qualification

2.24.1 The Machakos University will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

2.25 Award Criteria

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

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

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

2.26. Machakos University Right to accept or Reject any or all Tenders.

- 2.26.1 Machakos University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Machakos University. If Machakos University determines that none of the tenders is responsive, Machakos University shall notify each tenderer who submitted a tender.
- 2.26.2 Machakos University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, Machakos University will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Machakos University pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Machakos University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as Machakos University notifies the successful tenderer that its tender has been accepted, the Machakos University will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Machakos University.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Machakos University.
- 2.29.2 Failure by 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 Machakos University may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Indicate eligible tenderers: this is an Open Tender for all qualified Tenderers</i>
2.15.2 (b)	<i>State day, date and time of tender closing: Thursday, 19th December, 2019 at 10.00 am</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.12.1	The bid bond should be 2% of the tender sum
2.13.1	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Office and will be signed for as required.

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without Machakos University prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Machakos University 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 the Machakos University and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by Machakos University in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by Machakos University, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Machakos University request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by Machakos University within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Machakos University prior written consent.

3.11. Termination for Default

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

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

3.11.2 In the event Machakos University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Machakos University for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 Machakos University and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist Machakos University in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of Machakos University and the security services required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific security services required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10%
3.7 Delivery of Services	Contract period of one (1) year
3.8 Payment	Payments shall be made on a monthly basis once the service has been certified
3.9 Price adjustment	No Price adjustments shall be allowed within the contract period.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Machakos University P.O Box 136-90100 Machakos
Other's as necessary	

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 DESCRIPTION OF SERVICES

TERMS OF REFERENCE

A. CLEANING SERVICES

The successful tenderer/bidder shall be expected to perform the following tasks:

1. The client will require the service provider to undertake the following tasks;
 - a) Put warning signs when cleaning and remove after cleaning (the service provider to provide).
 - b) Remove rubbish, dirt, stains cobwebs, spills, or foreign objects and generally ensure that all areas are clean.
 - c) Ensure that all areas are free from any foul or unpleasant odors.
 - d) Ensure that all polished surfaces retain their shining gloss.
 - e) Collect and dispose all rubbish or refuse from the buildings to places designated for the purpose of disposing.
 - f) Cleaning of all the dustbins and having them dressed with liner bags.
 - g) Thoroughly scrub floors and keep them dry always.
 - h) Wipe, dust and clean all furniture in offices, workstations, computer services shelves in offices, labs and library and all furniture in lecture halls.
 - i) Keep all walls clean at all times.
 - j) Cleaning of windows and mirrors.
 - k) Arrangement of furniture in a professional manner at the reception, lobby areas, offices, boardrooms and other meeting venues and lecture halls.
2. Staffing for Cleaning Services
 - a) Ensure a minimum of one Supervisor per region. The regions are Machakos University and Machakos University Hotel and Conference Centre.
 - b) Ensure a clear reporting structure and clear communication with contact information for the supervisors.
 - c) All staff should be fluent in English or Kiswahili
 - d) All staff should at all times be in branded uniform and identification badges.
 - e) Protective gear must be provided.
 - f) The service provider should provide adequate staff to offer the cleaning service and enough reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.
 - g) The service provider is expected to provide adequate equipment for use during cleaning.

3. Work Schedule

The actual timetable for daily cleaning, weekly and monthly will be agreed on with each workstation. General cleaning will be done on Saturdays as and when required. A checklist of cleaning activities especially in the washrooms must be provided at all times. Thorough supervision and adherence to the check list is highly expected from the supervisor in charge.

WORKING HOURS

- Monday to Friday's 6.00 am. to 6.00 p.m.
- Saturday's 6.00 am. to 5.00 p.m.
- Sunday and public holidays 8.00 am. to 4.00 p.m.

The above working hours could change subject to university events and the said changes would be effected in consultation with the service provider.

4. Equipment and Materials

The Service provider is expected to provide adequate functional equipment and materials for use during the duration of the contract. The university shall have the right to inspect, approve or reject equipment and materials provided by the Service Provider before commencement of the contract or during implementation.

The following is a list of the minimum required equipment for the contract:

- a) Buffing/scrubbing machines and accessories.
- b) Sucking machines and accessories.
- c) 20m long telescopic poles and accessories
- d) Carpet vacuum and accessories (wet and dry)
- e) Extension cables capable of stretching 100 m.
- f) Hose pipes.
- g) Ladders to reach high window surfaces
- h) Cleaning trolleys
- i) Automated air fresheners for all staff executive washrooms.
- j) Cleaning signs
- k) Any other equipment required in cleaning

The Service Provider shall provide cleaners with all required materials and have a store of the cleaning materials in the university to ensure efficient and uninterrupted performance of duty.

- a) cobweb remover
- b) Hand brushes,
- c) Soft broom.
- d) Scrubbing broom
- e) Mop bucket
- f) Mop
- g) Floor rug

- h) Dust pan
- i) Table Dusters (wet cleaning)
- j) Small Bucket
- k) Scouring pads
- l) Steel wool
- m) Masks and gloves
- n) Caddy box

The Service Provider shall provide and keep and store in the premises of the Client the following materials and the quality and brand of the said materials shall match the samples provided by the university.

- a) Floor polish
- b) Stripper
- c) Floor Maintainer
- d) General Purpose Cleaner Multipurpose / disinfectant liquid soap
- e) Toilet cleaner
- f) Furniture cleaner
- g) Window cleaner
- h) Leather cleaner as per sample
- i) Dettol
- j) Hand washing cream
- k) Carpet shampoo
- l) Carpet extractor
- m) Traffic wax liquid for terrazzo floor
- n) Floor wax
- o) Scouring powder
- p) Bleaching agent
- q) Polishing agent
- r) Dustbin liner bags -, color and size
- s) Toilet balls
- t) Air freshener
- u) Wax / polish for corridors.
- v) White board spirit.
- w) Assorted buffing and scrubbing pads – black, green, yellow,
- x) Grease remover
- y) Any other cleaning material required

5. Provision of Toilet Papers, Hand Washing Soaps and Air Fresheners

Supply of moth balls, air fresheners, antibacterial liquid hand washing soaps, high quality brilliant white toilet papers. Samples of the toilet paper, hand soap and air fresheners should be approved by University representatives. These will be supplied to specific

Washrooms as directed by the university for example automated air fresher, tissue dispenser, hand wash dispenser to be provided.

6. University Major Events

The service provider will be required to do a thorough clean up; arrange venues and clearance after university major events such as graduation ceremony, examinations among others.

7. Moving of Furniture

The service provider shall be required to arrange the furniture and move the furniture to other areas if need be. The service provider shall ensure that all furniture abandoned within the compound is returned to its right place.

8. Insurance

The service provider shall, during the execution of this contract, insure its workers adequately, and indemnify the University from any liability arising as shown below;

- a) Liability arising under the Work Injury Benefits Act of 2007
- b) All liabilities inform of third party claims arising from accidents or other acts of omission or commission.

9. Cleaning Performance Standards

i. Sweeping and Dusting

- a) Lobby and entrance floors to be clean and free of dirt and there should be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- b) Gums and other sticky substance should be removed from the area.
- c) Grills and woodwork should be dust-free after dusting.
- d) There will not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.

ii. Polishing and Wall Spotting

- a) Doorknobs push bars, kick plates, railings, doors and other surfaces should be cleaned and polished to an acceptable luster
- b) Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kinds.

iii. Mopping

- a) Lobby and entrance doors should be free of loose and/or caked dirt
- b) Particles should not be present on overall appearance of cleanliness after the mopping operation.
- c) Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- d) All surfaces should be dry and the corners clean after mopping and polishing.

iv. Trash Removal

- a) All wastepaper baskets will be empty and in place, clean and ready for use.

Liners will be inserted as required.

b) Waste/paper baskets and shredders shall be empty and clean.

v. Sweeping or Vacuum Cleaning

- a) There will not be any dirt left in corners, under furniture, or behind doors.
- b) Baseboards, furniture, and equipment will not be disfigured or damaged during the cleaning operation.
- c) There will not be any dirt left where sweepings were picked up.
- d) Furniture and equipment damaged during sweeping will be replaced.
- e) There will be no trash or foreign matter under desks, tables, or chairs.

vi. Dusting

- a) There will not be any dust streaks on desks or other office equipment.
- b) Woodwork, after being properly dusted, will appear bright.
- c) Corners and crevices will be free from any dust.
- d) There will not be any oily spots or smudges on walls, caused by touching
- e) Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.

10. Scope of cleaning services

- 1. Daily high dusting, sweeping, dump dusting and mopping.
- 2. Removing of cobwebs weekly.
- 3. Electric fittings to be dusted daily
- 4. Daily vacuum cleaning, weekly shampooing and quarterly wet cleaning of carpeted areas
- 5. Daily wiping of windows with window cleaning liquid inside and outside. Window grills to be dusted and cleaned daily.
- 6. Removing of stains/marks on walls and dump dusting.
- 7. Empty and cleaning of dustbins daily in the morning.
- 8. Daily dump dusting and polishing as appropriate of Furniture and fittings.
- 9. Daily dusting and cleaning as appropriate of office equipment.
- 10. Daily Wiping and removing of marks on mirrors.
- 11. Daily dump dusting of all guard rails.
- 12. Daily dusting and cleaning of all work benches especially in the workshops and labs
- 13. Twice a day (morning and afternoon) sweeping and mopping of the lecture rooms
- 14. Weekly dump dusting of the gates
- 15. Weekly dump dusting of the Charter award monument. Scrubbing to be done monthly.

16. Monthly dusting and cleaning of the gate superstructure
17. Daily sweeping of all the parking yards. Scrubbing to be done monthly
18. Daily sweeping of walkways. Twice a week mopping.
19. Daily sweeping and mopping of stairs and ramps. Scrubbing to be done weekly
20. Daily sweeping and mopping of terrazzo floor. Machine scrubbing to be done twice a month.
21. Daily sweeping and mopping of tiled floor. Scrubbing to be done weekly.
22. Daily sweeping and mopping of cement floor. Scrubbing to be done weekly.
23. Daily sweeping and mopping of pasquet floor. Polishing to be done monthly.
24. Daily dump dusting of concrete and metallic seats
25. Staff and Hotel Washrooms
 - i. Keep toilets clean, dry and disinfected all the times.
 - ii. Toilet rolls will be adequately stocked. Spare toilet rolls to be available
 - iii. Washroom cleaning to be done thrice a day.
 - iv. Scrub sinks and toilet bowls with scouring powder.
 - v. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
 - vi. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
 - vii. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
 - viii. Underneath basins/sinks to be free from stains, dust and streak marks.
 - ix. Daily Wiping and removing of marks on mirrors.
 - x. Air freshener to be provided in staff washrooms
 - xi. Hand wash soap to be available all the times.
 - xii. Any system failures such as leakages should be reported promptly for repair.
 - xiii. Up to date checklist must be kept in the washrooms.
26. Student washroom
 - i. Keep toilets clean, dry and disinfected all the times.
 - ii. Washroom cleaning to be done throughout the day.
 - iii. Scrub sinks and toilet bowls with scouring powder.

- iv. Basins, sinks and urinals must be cleaned with an approved disinfectant daily.
- v. Provide adequate urinal sanitizers /toilet balls to prevent buildup of uric acid and remove bad odor all the time.
- vi. Toilet seats and enclosure, piping and water closets should be shiny with no stains.
- vii. Underneath basins/sinks to be free from stains, dust and streak marks.
- viii. Daily Wiping and removing of marks on mirrors.
- ix. Any system failures such as leakages should be reported promptly for repair.
- x. Up to date checklist must be kept in the washrooms.

27. Washrooms

- i. Open bathroom ventilation.
- ii. Clean and wipe all necessary bathroom fittings to ensure spackling.
- iii. Sweep and the bathroom floor.
- iv. Clean the bathroom floor duly and make sure no residue is left behind.
- v. Scrub and finish the platform, bathtub, and basin
- vi. Wipe the mirror.
- vii. Brush up the shower cubicle properly and wipe it dry
- viii. Any system failures such as leakages should be reported promptly for repair.
- ix. Up to date checklist must be kept in the bathroom

28. Any other cleaning process agreed upon between the client's representative and the service provider

SECTION VI – EVALUATION REQUIREMENTS

6.1 PRELIMINARY/MANDATORY EVALUATION

The following requirements are mandatory and any bidder failing to submit any of them shall be disqualified.

S/N	REQUIRED ITEMS	ATTACHMENTS	REMARKS
1	Company registration certificate (or certificate of incorporation)	Attach evidence	
2	VAT/PIN Registration and i-tax registration certificate	Attach evidence	
3	Valid Tax compliance Certificate	Attach evidence	
4	Submit tender security (Value 2% of total amount) Payable to Machakos University	Attach evidence	
5	Attach a list of at least three (3) similar Institutions you have served and the period served.	Attach evidence	
6	A duly signed mandatory site/pre-tender meeting form	Should be filled and signed by the tenderer's and client's representative	
7	Dully Filled, Signed and Stamped Confidential Business Questionnaire with Disclosure of directors/partners/sole proprietor/Contact person	Attach evidence	
8	Certified Copies of Audited Accounts for the last three years	Attach evidence	
9	Dully Filled, , Signed and Stamped form of tender	Filled in the tender documents inside	
10	Compliance with NSSF and NHIF	Attach evidence	
11	Signed CVs, certified copies of academic certificates and certificate of good conduct for managers and supervisors	Attach evidence	
12	Equipment (prove ownership of equipment or provide lease agreement)	Attach evidence	
13	Valid Business license from the County Government	Attach evidence	

14	Serialization of each bid submitted		
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6.2 TECHNICAL EVALUATION

SN	Required Items	Marks	Remarks
1.	Supplier availability Name provided-1 point Physical address provided-1 point Town/city provided -1 point Street provided-1 point Contact person(s) provided- 1 point Telephone numbers provided - 2 points Postal address provided- 2 points Email address- 3 points Website- 3 points	15	
3	Equipment: Evidence of the ownership following Equipment 1) 3 Vehicles (Attach Log Books of the Vehicles)- 3Points 2) 5 Cleaning machines eg scrubbing machines, vacuum cleaners– 5Points 3) 5 Ground maintenance equipment eg wheel barrows, power saws- 5Points 4)staff uniforms(attach receipts or any evidence of purchase)– 2 Points	15	
4	Must have evidence of having undertaken similar services (experience) 5 Certificates of completion/ LPOs/LSOs, Contracts) to be enclosed together with recommendation letters. <ul style="list-style-type: none"> 5 Certificates of completion/ LPOs/LSOs, Contracts with recommendation letters-30 marks 	30	

	<ul style="list-style-type: none"> • 4 Certificates of completion/ LPOs/LSOs, Contracts with recommendation letters -24 marks • 3 Certificates of completion/ LPOs/LSOs, Contracts with recommendation letters -18 marks • 2 Certificates of completion/ LPOs/LSOs, Contracts with recommendation letters -12 marks • 1 Certificate of completion/ LPO/LSO, Contract with recommendation letter -6 marks <p>Any Certificate of completion/ LPO/LSO, Contract without a recommendation letter will not be considered.</p>		
5	A duly countersigned letter by key management staff/Director undertaking to perform the contract if awarded.	5	
7	<p>Financial stability</p> <p>1. Evidence of profit making in the attached 3 years audited reports – (2 point per year)- Max 6 Points</p> <p>2. Value of Business the Firm has handled at once (Attach evidence): Less than; Kshs.500,000.00 - 1 point Kshs. 500,000.00-1,000,000.00 - 2 Points Kshs.1,000,000.00 to 5,000,000 - 3 Points Kshs 5,000,000.00 and above-4 points</p>	10	
8	Tenderers work experience Number of years that the firm has been providing cleaning and ground maintenance services	5	

	10 years and - 5 Points 5-9 years-3 Points 2-3 years-3 Points		
9	<p>Work Plan/Operational plan/methodology of execution An operational plan providing a detailed daily operational plan for the whole contract The operational plan to include</p> <ul style="list-style-type: none"> i. Work plan including daily duty procedure-4 Points ii. Cleaning procedures for different types of surfaces-5 points iii. Gardening and tendering different kinds of flowers and plants-4 Points iv. Waste handling procedures e.g biodegradable, glass bottles, plastics, Harzadarous materials-3 Points v. Washroom cleaning procedures-4 Points 	20	
TOTAL		100	

Note: Firms that shall meet all the mandatory requirements outlined above and further achieves 70% and above in the technical evaluation shall proceed for Financial Evaluation

The **ABOVE** criteria will be used in the evaluation of all potential tenderers/bidders. The technical specifications submitted by the bidders shall be evaluated and awarded marks up to a maximum of 100%. Only bidders that submit all the mandatory documents and further score 70% and above in the technical evaluation shall proceed to the next stage of financial evaluation after a post-technical evaluation. (For ease of evaluation, kindly mark and arrange your documents in the order of the evaluation criteria below).

6.3 FINANCIAL EVALUATION CRITERIA

The financial proposal submission will be evaluated to determine if among others:

- a) The price schedule form has been duly filled, signed and rubberstamped by the authorized official.

- b) The arithmetical calculations are correct.
- c) Comparison of tender sum.

6.4 AWARD CRITERIA:

The firm that shall meet mandatory requirements outlined above, achieves 70% and above in the detailed technical evaluation and submits the lowest financial bid shall be considered for the award of the tender.

SECTION VII – MANDATORY SITE VISIT/PRE-TENDER MEETING

A mandatory site meeting/pre-tender meeting will be held on **10th December, 2019 at 10:00 am**. Bidders will assemble at the **University reception**.

A signed and stamped certificate of site visit will be issued after the visit.

Those attending the site visit should carry valid identification documents (National Identity Card/Passport) for security screening.

SECTION VIII - PRICE SCHEDULE FOR GOODS/SERVICES

Name of tenderer.....

Tender Number: MksU/OT/02/2019-2020

PRICE SCHEDULE FOR CLEANING SERVICES							
S/N	BLOCK AND OFFICES TO BE CLEANED	UNIT	TYPE OF FLOOR	AREA IN SQUIRE METRES (M²)	APPROX NO OF CLEANERS	UNIT PRICE	TOTAL
1	Administration Block <ul style="list-style-type: none"> • VC' Boardroom • Washroom 3 	M ²	Carpet Inside Tiles and cement verandah	40m ²			
2	Registrar AP Block <ul style="list-style-type: none"> • Registrar AP Office • Registrar AP Secretariat • CFO • General Finance Office • HR Office • Washroom 3 • Registry 	M ²	Cement	183m ²			
3	DVC ASA Block <ul style="list-style-type: none"> • Registrar ASA • Deputy Registrar ASA • Head of Senate Affairs • Registry • Registrar ASA Admnins • Tivet Directory 	M ²	Tiles	181m ²			

	<ul style="list-style-type: none"> • Tivet Coordinator • Secretary of Tivet • Student Finance • Washrooms 2 • Urinal 1 						
4	DVC RIL BLOCK <ul style="list-style-type: none"> • Head Senate Affairs • CCTV Control Office • Washroom 2 	M ²	Tiles	147m ²			
5	LIBRARY BLOCK <ul style="list-style-type: none"> • Library 3 Floors • Librarian Office • Library Staff 	M ²	Cement	832m ²			
6	ELECTRICAL AND ELECTRONICS BLOCK <ul style="list-style-type: none"> • Dean School of Engineering • BCE COD • Exam Coordinator • Head of Exam Office • Exam Secretariat • Public Complain Office • Technologists Offices 2 • Workshops 2 • Lecture Rooms 4 • Washrooms 9 • Urinals 1 	M ²	Tiles	460m ²			

7	<p>METAL SHEET WORKSHOPS AND TD</p> <ul style="list-style-type: none"> • TD Room • Clerk of Works Office • Workshops Lecture Office • Planning Office • Business and Economics Exam Office • Linguistic Office 	M ²	Cement and Tiles	854m ²			
8	<p>PIOONER BLOCK</p> <ul style="list-style-type: none"> • Laboratories 6 • Classes 36 • Lab Technologist Office 6 • CCTV Control Room Office • Amphitheatre • Basement • Washrooms 52 • Urinals 4 • Physically Challenged Washroom 2 • Parking Yard 2 	M ²	Tiles	8316m ²			
9	<p>ROOM 10 AND 11 Washrooms 2</p>	M ²	Cement	124m ²			
10	<p>SECRETARIAL WORKSHOP 1</p> <ul style="list-style-type: none"> • Research Display Room • Internal Auditor Office 		Cement	153m ²			
11	<p>COMPUTER LAB 4</p>	M ²	Cement	120m ²			

12	FASHION AND DESIGN WORKSHOP 1 <ul style="list-style-type: none"> • Workshop • Technologist Office • Staff Office • Director of Security Office 	M ²	Cement	184M ²			
13	FASHION AND DESIGN WORKSHOP 2 <ul style="list-style-type: none"> • COD Fashion and Design Office • Workshop 	M ²	Cement	184M ²			
14	SCIENCE LAB <ul style="list-style-type: none"> • Science Lab 1 and 2 • Technologist Office • Physical Science COD 	M ²	Cement	264m ²			
15	PTA BLOCK <ul style="list-style-type: none"> • Fashion and Design Workshop 3 • Room 12 and 13 • Electrical Lab 	M ²	Cement	270 M ²			
16	ELECTRICAL LABS BLOCK <ul style="list-style-type: none"> • Electrical Lab 1 and 2 • COD Electrical and Electronics 	M ²	Cement	93m ²			
17	MVE <ul style="list-style-type: none"> • MVE Workshop • Technologist Office • MVE Store 	M ²	Cement	360m ²			

	<ul style="list-style-type: none"> • MVE Extension Room 						
18	MECHANICAL WORKSHOP 1 BLOCK <ul style="list-style-type: none"> • Mechanical Workshop • Technician Office • Mechanical COD • Staff Office Mechanical 	M ²	Cement	1224m ²			
19	CARPENTRY WORKSHOP <ul style="list-style-type: none"> • Carpentry Workshop 3 • Electrical Maintenance Office • T.D Office • Technologist Office 	M ²	Cement	480m ²			
20	POOL TABLE ROOM	M ²	Cement	12m ²			
21	WELDING WORKSHOP <ul style="list-style-type: none"> • Welding Workshop • COD Office • Technologist Office • Store Welding • Welding Classes 2 	M ²	Cement	180m ²			
22	MASONRY WORKSHOP <ul style="list-style-type: none"> • Masonry Workshop • Plumbing Workshop 	M ²	Cement	403m ²			

	<ul style="list-style-type: none"> • Technologist Store • Technologist Office • Lecture ROOMS • Micro Room • Maintenance store 						
23	<p>ADB BLOCK</p> <ul style="list-style-type: none"> • Workshops 5 • Computer Labs 3 • Lecture Rooms 8 • Dean School of Engineering Office • COD Building and Civil Engineering • Exam Coordinator Office • Administrators Office • Washrooms(Offices) 2 • Urinal (Office) • Students Washrooms 32 • Students Urinal 4 • Technologists Office 8 • Concrete and Sola Lab 4 	M ²	<p>Terrazo Tiles Tiles Tiles</p> <p>Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Tiles Terazzo</p>	1450m ²			
24	<p>ICT DIRECTORATE OFFICE</p> <ul style="list-style-type: none"> • Directors Office • Control Office 	M ²	Cement	25m ²			

	<ul style="list-style-type: none"> • Maintenance Office • Reception Office • Toilet and Washroom • Store 						
25	HEALTH UNIT OFFICE <ul style="list-style-type: none"> • C.O Office • Reception • Pharmacy • Lab • Ward 1 • Washrooms 2 	M ²	Cement	36m ²			
26	SCHOOLS PURE AND APPLIED SCIENCE <ul style="list-style-type: none"> • Dean • COD Mathematics • COD Biological • Exam Coordinator • Washrooms 	M ²	Cement	42m ²			
27	HOSPITALITY <ul style="list-style-type: none"> • Dean • COD Department • Chairman Office • Administrator • Secretary • Washrooms 	M ²	Cement	72m ²			
28	HUMANITIES <ul style="list-style-type: none"> • Dean • COD • Chairman • Administrator • Secretary • Washrooms 	M ²	Cement	72m ²			

29	<p>ISO/TEACHING PRACTICE</p> <ul style="list-style-type: none"> • Director Quality Assurance • ISO Manager • Secretary • Administrator 2 • Washroom • TP Incharge • COD CIT 	M ²	Cement	1442m ²			
30	<p>AGRICULTURE</p> <ul style="list-style-type: none"> • Deans Office • Dean Environment • COD • Administrator • Secretary 	M ²	Cement	72m ²			
31	<p>SCHOOL OF BUSINESS</p> <ul style="list-style-type: none"> • Dean • COD • Secretary • Washroom • Administrator 	M ²	Cement	144m ²			
32	<p>HEALTH SCIENCES</p> <ul style="list-style-type: none"> • Dean • Exam Coordinator • Administrator • Secretary 	M ²	Cement	72m ²			
33	<p>SCHOOL OF EDUCATION</p> <ul style="list-style-type: none"> • Dean • CoD Office • HoD office • Secretary • Administrator 	M ²	Cement	140m ²			

	<ul style="list-style-type: none"> • Store • Washrooms 2 						
34	WALK WAYS	M ²	Cement slabs	400m ²			
35	DEAN OF STUDENT BLOCK <ul style="list-style-type: none"> • Deans office • Administrators office • Secretary office 	M ²	Cement	96m ²			
36	SAMU	M ²	Cement student leader and his group	96m ²			
37	Counseling office	M ²	Cement	96m ²			
38	MESS <ul style="list-style-type: none"> • Washroom 2 • Bathroom 2 • Cateress Office • Stores 2 • Police house 	M ²	Tiles	196m ²			
39	GATE HOUSE <ul style="list-style-type: none"> • Reception • Guards Office • Washroom 2 • Drivers Office • Bathroom 	M ²	Tiles	240m ²			
40	COMMON ROOM <ul style="list-style-type: none"> • Marketing Office • Sports Office • Washroom 5 • Urinal 2 • Police Office 	M ²	Tiles Cement	140m ²			
41	HOSPITALITY BLOCK	M ²	Tiles	340m ²			

	<ul style="list-style-type: none"> • Amani restaurant • Umoja restaurant • HOD Office • Staff Office 2 • FB Store • Staffroom • Workshops 3 • Washroom • Paved Open area 						
42	<p>HOUSEKEEPING SECTION</p> <ul style="list-style-type: none"> • Office • Store • Hostels <ul style="list-style-type: none"> ✓ Kivui ✓ Kitui ✓ Masaku ✓ Estate ✓ Lenana ✓ Batian ✓ Nelion ✓ Sida A & B <p>N/B:Hostel Washrooms-42 Hostels Bathrooms-44 Urinals-4 Walk Ways -2 Corridors for all Hostels</p>	M ²	<p>Cement Cement Cement Cement Cement Cement Cement Cement Cement Cement Cement Cement Cement Cement</p>	1150m ²			
43	<p>PROCUREMENT OFFICE</p> <ul style="list-style-type: none"> • CPO office • DCPO office • Common Procurement area 	M ²	<p>Tiles/ cement</p>	306 m ²			

	<ul style="list-style-type: none"> • Stores • Receiving area and verandah 						
44	STUDENTS KITCHENETTE	M ²	Cement	36m ²			
45	STAFF WASHROOMS <ul style="list-style-type: none"> • Near Library 5 • Urinal • Near Mechanical Workshop 1-6 • Urinal 	M ²	Tiles	11m ²			
46	Library Luggage bay	M ²	Cement	21m ²			
47	PENSION OFFICE <ul style="list-style-type: none"> • Office block • Corridor • Washroom 	M ²	Cement	107m ²			
48	SCHOOL OF ENVIRIMENT <ul style="list-style-type: none"> • Office block • Corridor • Washroom 	M ²	Cement	91 m ²			
49	NDUILU BLOCK <ul style="list-style-type: none"> • Offices • Washrooms-4 • Staircase • Corridor 	M ²	Tiles	1098m ²			
50	Le-Technisch restraraunt. <ul style="list-style-type: none"> • Gate and Gate House • Kiima Kimwe • Reception • Restaurant Manager Office • Bar and clock rooms (4 	M ²	Terrazzo/tiles	530m ²			

	<p>washrooms and urinal)</p> <ul style="list-style-type: none"> • Restaurant balcony • Accounts Office • Restaurant utensils store • Procurement Office • Main store • Kitchen receiving area • Iluvya Confrence hall • Iveti Louge • Restaurant front terrace 						
51	<p>Machakos University Hotel</p> <ul style="list-style-type: none"> • Maruba executive hall • Thatha hall • Koma Hall • Mau hall • Kilimambogo hall • Front office • Hotel Manager Office • Accounts office • Administrators office • Restaurant • Proposed bar and clock rooms • Kitchen • Housekeeping store 	M ²	Wood block pasquet (284m ²), tiles	3700 m ²			

	<ul style="list-style-type: none"> • Maintenance store • Changing rooms • Mua Lounge • Cloak rooms. • Lift 						
52	Parking area	M ²	Cobble blocks	1410m ²			
53	VIP parking	M ²	Cobble blocks	136m ²			
54	VIP and staff parking (next to administration block)	M ²	Cement	140m ²			
55	Charter award monument	M ²	Tiles	12m ²			
56	Student Insurance Office	M ²	Tiles	36 m ²			
57	Human Resource (Recruitment Centre)	M ²	Tiles	12m ²			
58	Student benches <ul style="list-style-type: none"> • Metallic benches (30 No) • Concrete benches (20 No) 	M ²	Concrete Iron	100 m ²			
TOTAL							

TOTAL PRICE

SN	DESCRIPTION OF SERVICE	PRICE
1	Provision of Cleaning Services	

TENDER PRICE FOR CLEANING SERVICES

KSHS.....

(TENDER PRICE IN WORDS)

TENDERER'S SIGNATURE.....

DATE.....

OFFICIAL STAMP.....

Signature and stamp of tenderer -----

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

SECTION IX - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Business Questionnaire Form**- This form must be completed by the tenderer and submitted with the tender documents.
3. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
4. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance security Form**- The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Machakos University

FORM OF TENDER

To:
MACHAKOS UNIVERSITY
P. O. BOX 136 - 90100
MACHAKOS

Date

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Security Services under this tender in conformity with the said Tender document 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 Insurance Cover Services in accordance with the conditions of the tender.

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

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

Dated this _____ day of _____ 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

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

Part 1 General	
Business Name.....	
Location of Business Premises.....	
Plot No,Street/Road.....	
Postal addressTel No.Email.....	
Nature of Business.....	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.....	
Name of your bankers.....	
Branch.....	
Part 2 (a) – Sole Proprietor	
Your name in full.....Age.....	
Nationality.....Country of Origin.....	
Citizenship details	
Part 2 (b) – Partnership	
Given details of partners as follows	
Name Nationality Citizenship details Shares	
1.	
2.	
3.	
4.	
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company Nominal	
Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name Nationality Citizenship details Shares	
1.	
2.	
3.	
4.	
Date.....Signature of Candidate.....	

CONTRACT FORM

THIS AGREEMENT made this-----day of -----2016 between **Machakos University** of P.O Box 136-90100 Machakos (hereinafter called “University ”) of the one part and -----[name of tenderer] of-----[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Machakos University invited tenders for the provision of Security services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures]

(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Machakos University Notification of Award
3. In consideration of the payments to be made by Machakos University College to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Machakos University to provide the security services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Machakos University hereby covenants to pay the tenderer in consideration of the provision of the services 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 (Machakos University)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

LETTER OF AWARD

**Machakos University
P. O. Box 130 – 90100,
Machakos**

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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