

TEACHERS SERVICE COMMISSION



OPEN NATIONAL TENDER RESERVED FOR YOUTH

TENDER FOR PROVISION OF COMPREHENSIVE CLEANING AND SANITARY SERVICES (2 YEARS FRAMEWORK CONTRACT)

TSC/T/047/2019-2021

TENDER CLOSING DATE: 20TH NOVEMBER, 2019

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SECTION I - INVITATION TO TENDER

TENDER REF NO.:TSC/T/047/2019-2021

TENDER NAME: Provision of Comprehensive Cleaning and Sanitary Services-Two years Framework Contract

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the supply of Provision of Comprehensive Cleaning and Sanitary Services-Two years Framework Contract.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Division, Teachers Service Commission House, Kilimanjaro Road, Upper Hill, Nairobi, 2nd floor Podium Wing during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1000** in cash or bankers cheque payable to **The Secretary Teachers Service Commission** or be accessed at the www.tsc.go.ke free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **TSC House,**

Kilimanjaro Road, Upper Hill, 3rd floor or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag-00100,Nairobi** to be received on or before **Wednesday 20th November, 2019 at 9.00am.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Teachers Service Commission House ,Kilimanjaro road Upper Hill,3rd floor Podium Wing.

COMMISSION SECRETARY/CHIEF EXECUTIVE

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. The procuring entity'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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in 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 procuring entity, 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/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. 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.

2.4 Clarification of Documents

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

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request

to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.6 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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 Procuring entity'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 the Procuring entity 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 but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. 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.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”

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, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 the procuring entity 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **WEDNESDAY, 20TH NOVEMBER, 2019 AT 9.00AM** 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 the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity 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 the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no

change in the prices or substance shall be sought, offered, or permitted.

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

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

2.20 **Preliminary Examination and Responsiveness**

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

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

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity 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 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 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.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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. The Procuring entity 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 the procuring entity

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 the procuring entity 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, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

b) Award Criteria

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or

tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity 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, the Procuring entity 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 the procuring entity 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, the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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 Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 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 the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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

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

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

APPENDIX TO INSTRUCTIONS TO THE 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
2.1.1 Eligible tenderers	Registered Youth firms in Kenya
2.2.2 Cost of tendering	The price for the tender document shall be Kshs.1000.00 or accessed free of charge at the TSC website www.tsc.go.ke
2.6.1 Language of tender	All correspondence and documents relating to the tender exchanged by the tenderer and the Teachers Service Commission shall be written in English language.
2.8.1 Form of Tender	The tenderers shall complete the Form of Tender and the appropriate Price Schedule in the format provided in the tender document indicating the service to be performed.
2.10.1 Tender Currencies	Prices shall be in Kenya Shillings
2.12 Tender Security	The tenderers shall provide Tender Securing Declaration form in the format provided.
2.13.1 Tender Validity	The tender shall remain valid for 120 days from the date of opening
2.14.1 Format and signing of Tender	The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER".
2.14.2 Format and signing of Tender	Authorization shall be indicated by a written power of attorney accompanying the tender.

2.15.1 Sealing and Marking of Tenders	The tenderer shall seal the original and copy of the tender in separate envelopes, dully marking the envelopes as “ORIGINAL”, and “COPY”. The envelopes shall then be sealed in an outer envelope.
2.15.2 Sealing and Marking of Tenders	The inner and the outer envelopes shall: (a) be addressed to The Secretary, Teachers Service Commission, Kilimanjaro Road Upper Hill, P.O. Box Private Bag Nairobi. (b) Bear tender name and number Tender for Provision of Comprehensive Cleaning Services and Sanitary ServicesTSC/T/047/2019-2021 and the words “DO NOT OPEN BEFORE WEDNESDAY, 20TH NOVEMBER, 2019 AT 9.00AM
2.15.4	The outer envelope not sealed and marked as 2.15.2, the Teachers Service Commission will assume no responsibility for the tender’s misplacement or premature opening.
2.16.1 Deadline for Submission of Tenders	Tenders must be received by Teachers Service Commission at the address specified under 2.15.2 not later than WEDNESDAY, 20TH NOVEMBER, 2019 AT 9.00AM
2.18.1 Opening of Tenders	Teachers Service Commission will open all tenders in the presence of the tenderers and their representatives who choose to attend at WEDNESDAY, 20TH NOVEMBER, 2019 AT 9.00AM TSC House, Kilimanjaro Road, Upper Hill, 3rd floor
2.20.2	Arithmetical errors will not be rectified
2.20.4 Determination of tender responsiveness	Preliminary Mandatories requirements (Criteria: Yes or No) 1. Copy of Certificate of Registration/ Incorporation 2. Copy of Current Tax Compliance Certificate 3. Valid Single Business permit from the County Government

	<ol style="list-style-type: none"> 4. Dully filled, signed & stamped Confidential Business Questionnaire 5. Dully filled, signed & stamped Site Visit certificate by contractor and authorized TSC officer 6. The National Treasury Certificate for AGPO (Youth) 7. Dully filled Form of Tender in the format provided. 8. Provide Current CR 12 form or CR 13or/ID for the Directors) 9. Dully filled, signed & stamped Declaration on Debarment on company's Letterhead in the format provided. 10. Dully filled, signed & stamped Declaration on Integrity in the format provided. 11. Dully filled, signed and stamped Tender Securing declaration form in the format provided. 12. Provide reference letters from three (3) firms signed and stamped by the relevant officer. The letters should be on firm's letterheads. <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>
2.14.2 Paginating and initialing of the tender document	Original tender and copy of tender shall be initialed and paginated all pages by the person or persons signing the tender.
2.22.1 Evaluation and comparison of tenders	<p>Technical Mandatories (Criteria: Yes or No)</p> <ol style="list-style-type: none"> 1. Provide Valid Compliance Certificate from NSSF and submit compliance certificate and provide payment schedule for October, 2019;

	<ol style="list-style-type: none"> 2. Provide Valid Compliance Certificate from NHIF and submit compliance Certificate and provide payment schedule for October, 2019 3. Current certificate from Directorate of Occupational Safety and Health services (DOSHS) on health and Safety. 4. prove of Insurance Policy for the staff- Must be Workman's Compensation Compliant (WIBA) for the staff - Provide a copy of workman's compensation insurance cover as evidence 5. Evidence of compliance to Government Minimum wage policy: attach letter from Ministry of Labour 6. Authorization Certificate for disposal of sanitary by NEMA 7. Provide certified Bank Statements for the last ten months (January-October 2019)
2.21.1 Conversion to single	Where other currencies are used the Teachers Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by Central Bank of Kenya.
2.24.2 Examination of the documentary evidence of the tenders qualifications	Teachers Service Commission will verify with the issuing authorities the authenticity of the documents submitted by the tenderers.
2.24.3 Award Criteria	Teachers Service Commission will award the contact 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 the tenderer is determined to be qualified to perform the contract satisfactorily.
2.24.4 Procuring entity's right to accept or reject any or all tenders	Teachers Service Commission 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 tender or tenderers and will inform the affected tenderer or tenderers of the ground for its action.
2.25.2 Notification of award	The notification of award will constitute the formation of contract.

SECTION III GENERAL CONDITIONS OF CONTRACT

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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 the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" 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 superseded 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 the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 procuring entity 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 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner,

of the identity of any representatives retained for these purposes.

3.7.2 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 the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.

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 the procuring entity'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.

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

The procuring entity may at the anytime 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 the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity 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 the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity'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
3.1.1(c) Definitions	“The service” means comprehensive cleaning services and sanitary services which the tenderer is required to provide to Teachers Service Commission
3.1.1(d) Definitions	“The Procuring Entity” means Teachers Service Commission
3.6.3 Performance Security	The performance security of 1% of the contract price shall be dominated in Kenya Shillings to Teachers Service Commission and shall be in form of a bank guarantee issued by a bank licensed and operating in Kenya in form provided in the tender document
3.6.4 Performance Security	The performance security will be discharged by the Teachers Service Commission and returned to the candidate not later than thirty (30) days following the issuance of the certificate of final acceptance by the accounting officer.
3.7.1 Inspection and Tests	The Teachers Service Commission or its representative shall have the right to inspect and/ or test the services to confirm their conformity to the contract specifications.
3.8.1 Payments	Payments shall be Electronic Fund Transfer
3.9 Prices	Prices charged by the tenderer for the

	services performed under the contract shall not vary from the prices by the tenderer in its tender. Where price variation is allowed the variation should not exceed 15% of the contract price.
3.10 Assignment	The tenderer shall not assign, in whole or in part, its obligations to perform under this contract.
3.17 Applicable Law	The contract shall be interpreted in accordance with the Laws of Kenya.

SECTION V - SCHEDULE OF REQUIREMENTS

Serial no.	Service Requirement/Goods to be supplied
1.	Supply of Tissue Papers The service provider shall supply 75 extra-large tissues daily of CHANDARIA brand or other equivalent quality approved by the TSC
2.	Supply Cleaning Detergents (Service provider to approximate and quote appropriately)
3.	Maintain (including Installation of Batteries) and Refill toilet air fresheners. Approximately 30 air fresheners. Service providers to approximate refill need.
4.	Supply and replenish mothballs-Service provider to approximate
5.	Replenish liquid soap to approximately 30 soap dispensers (TSC has provided) will be re-filled daily with Johnson Diversy liquid soap or other equivalent quality liquid soap approved by TSC. Bidder to approximate
6.	Supply 60 step on Large size Sanitary Bins

	measuring H: 50-70 CMS × W: 30-40CMS ×L:30-50CMS (one off at the beginning of the contract).More bins may be ordered.
7.	Labour- Quote for 33 staffs (30 cleaners,2 supervisors and 1 site manager)

SECTION VI DESCRIPTION OF SERVICES

Workstation

The workstation shall be at TSC Headquarter at Upper Hill

Scope of Work

This will involve comprehensive cleaning and sanitary service of TSC Offices on a daily basis.

Hours of work

Cleaning will start at 6.30 am to 4.00 pm on Monday to Friday and from 6.30 am to 1.00pm on Saturday. This will involve general cleaning of the offices as specified in **Table 1.**

Cleaning Quality Requirements

All services will be subjected to periodic inspection and approvals by a designated Officer.

TERMS OF REFERENCE

Teacher Service Commission seeks to recruit a service provider to provide cleaning services and sanitary services to TSC office at the Headquarter situated at TSC House, Upper Hill as per the terms of reference indicated below:

OFFICIAL CLEANING

The standard functional area cleaning shall consist of normal day-day janitorial duties including trash pickup, floor mopping, and vacuuming, interior window washing and bathroom maintenance.

The client is seeking to sign quality functional area and carpeted area cleaning and unparalleled contract with a credible service provider after the procurement process is finalized. Image is everything and the client desires a lasting impression to be made to its customers both internal and external.

CLEANING SERVICES SCHEDULE

- 1. ROUTINE CLEANING-** Are those performed in functional areas on a predetermined basis set by management according to usage and the need for cleanliness.
- 2. PERIODIC CLEANING** - Are those tasks additional to, but in conjunction with, routine tasks, e.g. scrubbing floors, glass cleaning. The frequency of these tasks is determined by the organization dependent on needs. This may be done on a weekly, monthly or quarterly basis.

PROJECT CLEANING - Are those tasks undertaken in accordance with a planned cleaning program on a needs basis, e.g. wall washing, carpet shampooing etc.

General Specifications

- Bidders should have sufficient workforce to carry out quality and satisfactory work at the TSC Headquarter - upper hill.
- Bidders shall provide the necessary manpower tools, equipment, machinery and material to carry out the services per the detailed work specifications hereinafter specified.

🏢 Bidders shall provide additional manpower to ensure satisfactory completion of routine works per the respective works program.

🏢 Bidder shall undertake cleaning and Sanitary of the TSC Building.

Scope of Works

Cemented floor surfaces

These floor surfaces will be damp mopped daily with multipurpose soap in water, kept clean and dry at all the times. Once a week the floor will be machine scrubbed and buffed. The floors will be kept dry all the time.

Receptions Area

Floor surfaces in these areas will be mopped continuously. One dedicated cleaner will be stationed at the reception area. These areas will be machine buffed and polished on a weekly basis. The standard floor maintenance procedure described above will be applicable. The floor area will be kept dry and clean at all time. Walls in these areas will be wiped and dusted daily.

Meeting Rooms and All Carpeted Floors

All the offices and fittings will be cleaned first thing in the morning using approved detergents, and polished once a week. Cleaning, polishing and machine buffing will be done frequently and stains removed continuously from all the areas. All the carpeted offices will be vacuum cleaned daily in the morning and carpets shampooed weekly.

Furniture and Fittings

All the furniture and fittings will be dusted. Top range sprays-pledge and Mr. sheen will be used for polishing of desks on soft clothes. This will leave the desks and furniture shiny. The doorframes will be dusted during this exercise. Fabric seats/velvet seats/sofa sets will be dusted during the cleaning exercise.

Sweeping/Dust Mopping

Concrete, Terrazzo and Granite tile flooring will be swept and damp mopped so as to remove all loose dirt, streaks or smears. Furniture or equipment moved during floor cleaning shall be returned to original position.

Common Area Cleaning

All wastebaskets shall be emptied and washed each morning of the workday. Walls and partitions shall be wiped clean to a height of all the notice boards with glass doors and metal frames will be wiped and dusted daily using windowlene. Soft notice boards will also be dusted daily, cobwebs removed, wasp nests removed constantly. The fire equipment closet will be wiped and kept clean.

Walls, pillars and Ceilings

The walls, pillars, and ceilings in all the premises will be dusted on a daily basis. Removal of stains will be done weekly or as necessary using appropriate spot cleaner any dampness noted on the ceilings will be promptly reported to the premise Facility Manager. Removal of dust and cobwebs will be done once a week.

Staircases and Corridors

All corridors, staircases and Fire Escape in the common areas will be swept and mopped daily and floor will be kept dry throughout the day. The floor surfaces in the staircase areas will be addressed following the standard floor maintenance procedures described above. Scrubbing and stripping will be done on a weekly basis.

Parking External Walkways and Surroundings

These areas will be swept every day early in the morning and litter collected and disposed appropriately. The paved surfaces will be cleaned using Hard Brooms, Water and Suma D11 once every two weeks. Basements will be swept, washed weekly and kept dry all the times.

Security Guard Rooms

These will be swept, mopped daily and scrubbed once a week. During the cleaning exercise all the windows will be wiped and dusted and stains removed. Chairs and tables will also be dusted and wiped.

Cleaning Elevators/Lift:

Elevator is cleaned on a daily basis because of their volume of use. The best time to schedule the elevator cleaning is either evening or very early morning in order to avoid high usage.

Start cleaning from the top to down to avoid re-soiling areas already cleaned. The service provider shall use a step ladder to reach the ceiling and clean ceiling with a feather duster, wipe the ceiling and lights with a damp cloth followed by a dry cloth, clean the mirrors and step back and check the surface for streaks. Dust around edges in the elevators, mop floor-eliminating stain. Vacuum carpets if any using a high power vacuum Cleaner.

Dusting of exposed Surfaces

All overgrown grass will be mowed up to an agreed height.

Drainages

The service provider shall continuously clear the drainage channels and unblock the system including removal of debris and mud, which accumulate in the system to allow free flow of water.

Waste management services

The service provider shall provide suitable personnel, equipment and technology for collection and disposal of waste. Waste will not be accumulated in the working areas instead the wastes will be collected on a daily basis.

The service provider is expected to have experienced personnel and equipment (transfer/handling equipment, disposal equipment) to undertake site waste segregation, collection, transfer/handling, compositing and incineration services.

Table 1

CLEANING SERVICES	
Services	Work Specification
a) Daily Maintenance of Offices	<p>➤ Floors</p> <p>a) Non-Carpeted Services</p> <ul style="list-style-type: none">- Sweeping and damp mopping of non - carpeted surfaces.- Removing all foreign materials adhering to floor.- Dust mop shall be used.- Spillage shall be removed by damp mopping.- Give special attention to floor areas underneath furniture to edges and corners.- Clean water shall be used when damp mopping and/ or rinsing along with appropriate cleaning solution. Floors shall be clean and free streaks.

- Wet Mopping and scrubbing of non-carpeted surfaces- the floors shall be thoroughly swept to remove dirt and debris from machine scrubbing.
- Adhesive materials shall be removed.
- On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string and shall be properly rinsed and dry mopped.
- Provide a polished appearance in all uncarpeted areas.

b) Floor Tiles

- Sweeping and Scrubbing of tiles will be done on daily basis, ensuring a shiny appearance.
- **Walls, Skirting and Doors (Wooden)**
 - Dry Dusting - A brush shall be used or cloth whichever is most effective for dusting.
 - When hand dusting is performed a clean, treated dust cloth shall be used.
 - After dusting, there shall be no dust streaks, oil spots, smudges or any other foreign matter on dusted area. This includes all area and objects

	<p>to approximately 72 inches above the floor including light fixtures.</p> <p>➤ Glass Partitions and Doors</p> <ul style="list-style-type: none"> - All glass doors and partitions shall be cleaned until it is free of dirt, spot, splash, marks, streaks and smudges using windowlens.
	<p>➤ Kitchenettes</p> <ul style="list-style-type: none"> -Sweeping, scrubbing and dump mobbing of the floor. -Cleaning and Disinfecting Kitchen basin and services. -Cleaning wiping all internal windows and cabinets. -Emptying waste paper baskets.
	<p>➤ Washrooms</p> <ul style="list-style-type: none"> - Toilets will be disinfected twice in a day. Morning at 6:30 a.m. and 2:00 p.m. - Multi - colour urinal balls will be placed in the urinals to maintain a constant freshness. - The basins, sinks, cisterns & urinals will be disinfected twice daily including the flash and taps. - Windowlens will be used to clean the mirrors in the washrooms twice a day. - Cleaning the toilet will cover all hand touch facilities including the sinks, toilet bowls, and covers will be scrubbed dusted and cleaned.

- The doors and doorframe will be dusted and cleaned during this exercise. All the hand touch facilities in the toilet will be disinfected twice on daily basis.
- **Supply, maintain and Refill toilet air fresheners & mothball.**
- A standard Stripping Stain Remover Solution that removes stains embedded on Urinal Bowls, Urinal Troughs, Wash Hand Basins, W.C Pans, ceramic tiles and other stains in the toilets to be used twice a month to curb discolouring.
- Flush all soap dispensing units once weekly.
- Cisterns to be cleaned once a month with due care.
- Door handles, push plates (main doors /cubicles) to be cleaned daily and disinfected twice daily.
- Any system failure causing leakage/spillage of water in any of the areas is reported to the maintenance officers immediately if the designated officer is not available.
- Toilet cleaners must sign the daily check list in each washroom
- Toilet inspection cards and holders are to be provided and installed at contractor's expenses.
- The supervisors should inspect each

toilet 2 times a day (once in the morning and in the afternoon).

- Each inspection must be signed and timed on the card to be displayed prominently in each toilet
- On each inspection, the supervisor must ensure toilets are in tiptop condition otherwise, toilet cleaners must be summoned to clean up the toilet immediately
- Male toilets should be cleaned by male cleaners only and likewise for female toilets.

a) Mirrors

- The mirrors will be cleaned using windowlens on daily basis. Finger marks from the mirrors will be cleaned as need arises.

b) Soap Dispensers

- Soap Dispensers will be re-filled daily with Johnson Diversy liquid soap (or other equivalent quality liquid soap approved by TSC.
- Soap dispenser will be dusted using dry cloth to ensure it is clean at all times.

c) Supply of Tissue paper

The service provider will supply and distribute **75 extra-large** tissues daily with CHANDARIA (or

	<p>other equivalent quality approved by TSC)</p>
	<p>➤ Carpets and upholstery Shampooing The Scope of work for carpets will include but not limited to the following:</p> <ul style="list-style-type: none"> - Removal of all movable furniture. - Thorough vacuum cleaning. - Spots and stain removal if necessary. - Shampooing and extraction of the loosened dirt. - Resetting of carpet piles by brushing in one direction with a stiff carpet brush. <p>Upholstery will be done monthly.</p>
	<p>➤ Floor / Door Mats</p> <p>The scope of work for the Floor and door mats includes but not limited to the following:</p> <ul style="list-style-type: none"> - Daily cleaning / brushing three times in dry weather. - Daily cleaning / brushing Four times in wet weather. <p>In all weather conditions the Floor / Door Mats must be dry and free of dust.</p>
	<p>➤ Cleaning Windows Internally</p> <ul style="list-style-type: none"> - The windows will be cleaned using windowlens once a week.

	<ul style="list-style-type: none"> - Finger marks from doors and windows will be removed as need arises. - Dusting of the windows and window panes will be done on a daily basis.
	<p>➤ Workstations , Phones , Coat hangers , Cabinets and any other item found in the offices</p> <ul style="list-style-type: none"> - Dusting and polishing / shinning all surfaces of the desks, tables, and cabinets every morning. - Cleaning and / or disinfecting phones, computers and all other equipment's in the offices. - Door handles, push plates (main doors /cubicles) to be cleaned daily and disinfected twice daily. - Emptying waste paper baskets at least twice per day and/ or when need be.
	<p>➤ Walls and Ceiling</p> <p>To be wiped with detergent where applicable to remove all marks and stains, remove cobwebs, wipe all fire extinguishers.</p>

CHECK LIST

DUTIES	DAILY	WEEKLY	OTHERS
<p>Meeting Rooms</p> <ul style="list-style-type: none"> - Wiping, dusting & scrubbing - Shampooing - Emptying of waste paper baskets • Reporting of defects • Cleaned immediately after meetings • Room left in good order after cleaning 	Frequently	Intensive cleaning on Saturday	Every two weeks Upholstery
<p>Floors</p> <ul style="list-style-type: none"> • Mopping of the floors • Shampooing of the carpeted areas • Scrubbing of the tiled floors and polishing leaving a shining effect <p>Floor/Door mats</p> <ul style="list-style-type: none"> • Cleaning • Scrubbing 	<ul style="list-style-type: none"> - Three times daily - More often in wet season - Strip & Disinfect twice once per week - Three times - Frequently in wet season 	<ul style="list-style-type: none"> - Shampooing - Strip ping - Disinfecting - Polishing - Shampooing 	
<p>Carpets</p> <ul style="list-style-type: none"> • Thorough vacuum cleaning 	<ul style="list-style-type: none"> - Twice Daily - Twice Daily 	<ul style="list-style-type: none"> - Once weekly 	

<ul style="list-style-type: none"> • Spots and stain removal • Shampooing and extraction of loosened dirt • Resetting of carpet piles by brushing in one direction with a stiff carpet brush 	<ul style="list-style-type: none"> - Daily 		
<p>Cabinets, Desks and Seats(any other office equipment)</p> <ul style="list-style-type: none"> • Upholstery (Seats) • Dusting & polishing/shining all surface like desks/ tables/ cabinets etc • Cleaning /dusting phones, computers and all other electronic machines found in offices 	<ul style="list-style-type: none"> - Twice daily - Three times daily 		<ul style="list-style-type: none"> - Monthly
<p>Walls & Ceilings</p> <ul style="list-style-type: none"> • Wipe walls & skirting with detergent to remove all marks & stains, • Remove 	<ul style="list-style-type: none"> -Three times -Once a week -Three times 		

<p>cobwebs</p> <ul style="list-style-type: none"> Wipe all fire extinguishers <p>Windows, Window latches and Grills</p> <ul style="list-style-type: none"> Dusting Cleaning Grills dusting & cleaning Latches 	<p>-Three times</p> <p>-Dusting Three times</p> <p>-Once weekly</p>	<p>Cleaning once</p>	
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Serial No.	DESCRIPTION	NO. OF SERVICE PROVIDER'S EMPLOYEES REQUIRED INCLUSIVE OF SUPERVISORS
	TSC Offices	<p>Breakdown</p> <p>30- Professional cleaners</p> <p>2-Supervisors</p> <p>1-Site manager</p>

N/B

Cleaning firms are supposed to demonstrate ability to conform to the high cleaning standards required by TSC failure to which their bids will be regarded as non-responsive.

CLAUSE 2 PERFORMANCE STANDARDS

2; 1 The Service Provider undertakes to perform these services here above with high standards of professional, ethical competence and integrity that TSC has set and ensure that its employees perform the said services to excellence and conduct themselves in an ethical manner.

2;2 Material – All materials and supplies required for the performance of services will be furnished by the service provider and at no time should the firm allow its staff to stay without working equipment and material.

2.4 Prior to the commencement of works, the bidder shall submit to the Manager Facilities a list of equipment and materials stating the brand of products for approval. TSC shall have the absolute discretion to inspect equipment and materials used by the Contractor always.

2.5 The performance of the cleaning firm will be evaluated by use of but not limited to the following based on a scale of 100%.

The table below is a score sheet for the PERFORMANCE STANDARDS

	PERFORMANCE STANDARDS	% SCORE
1	Effective supervision of firm's employees in ensuring cleanliness of the premises	25
2	The appearance of the firm's employee while performing the services on the premises	25
3	The conduct of the firm's employees while performing the services on the premises	25
4	The standards of cleanliness of the floor surfaces, washrooms, windows, doors, walls, pillars, lift cars, paved areas, metal grills, basements, car park, rooftops, fire escapes and all other areas to be cleaned by the firm as outlined in	25

	the scope of works.	
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CLAUSE 3. Contract Management

- i) Ensuring efficient administration of the contract on behalf of both parties privy to the contract.
- ii) Allocating duties to the cleaning staff and ensuring that they have proper uniforms and identification.
- iii) Ensuring that the cleaning staff adhere to safety regulation at all times especially when working above ground
- iv) Maintain discipline amongst cleaning staff and compliance with building regulations in the course of duty for safety purposes.
- v) Co-ordinate delivery of equipments and supplies for the performance of the contract.
- vi) Ensure any report and any ad hoc requirement are prepared and delivered as stipulated in the contract.

MINIMUM STAFF EQUIPMENT REQUIREMENTS

- i) All staff and supervisors to be paid wages above the minimum statutory wages.
- ii) Adequate cleaning machines.
- iii) Adequate high standard mop buckets.
- iv) Adequate window cleaning squeezers.
- v) Firm to specify other cleaning equipment owned and to be used in execution of works.

Staff

- i) All staff to be properly kitted with uniform printed with company name which appear on both front and back side of the uniforms.

- ii) The cleaners to wear staff badges at all times.
- iii) The cleaners to wear protective gears (safety helmets and harnesses when cleaning external sides of building etc.).

Equipment's

- i) Adequate tools and equipment including high standard cleaning machines, mop buckets, window cleaning, squeezers etc.
- ii) Detergents.
- iii) TPS (where specified).
- iv) Any other item as required.

TSC to provide:

- i) Water.
- ii) Electricity.
- iii) Storage facilities for detergents and equipment's.

The above are the standard specifications required by TSC. The Cleaning Firms may however provide a much more detailed proposal if they have superior specifications than the ones given in this RFP document. Proposers are requested to visit the sites to verify the scope of works.

N/B IMPROVEMENTS TO TORs

The bidder may offer suggestions and improvements in the Terms of Reference that would result in better implementation of the assignment. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the Proposer.

SANITARY DISPOSAL SERVICES AT TSC OFFICES

SCOPE OF WORKS

The Services shall entail:-

- **Comprehensive provision of Sanitary Collection & Disposal Services** in all ladies Toilets
- The Frequency of application shall be as specified.
- **Automatic Bins required.**
- The Service Provider shall indicate in their proposal the type of **Chemical(s)** they use and the size of Sanitary Bins they offer.

MINIMUM STAFF & EQUIPMENTS REQUIREMENTS

- vi) All staff and supervisors to be paid wages above the

minimum statutory wages.

- vii) The Sanitary Disposal staff must be kitted with protective materials during working hours.
- viii) Firm to specify other Sanitary Disposal equipments owned and to be used in execution of works.

IMPROVEMENTS TO TORs.

The Firm may offer suggestions and improvements in the Terms of Reference that would result in better implementation of the assignment. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the Bidder.

SPECIFICATIONS FOR SANITARY SERVICES

i) Provide and frequently change **“AUTOMATIC SENSOR” Large size) Sanitary Disposal**

Bins :H: 50-70CMS* W- 30-40CMS * L: 30-50 CSM in the Ladies Toilets in TSC's buildings as Listed below:-

	Building	No. of Bins Required	Frequency (changing)	
1.	TSC Building	60 Bins (large size)	Once per week	

- ii) Provision, Delivery and Disposal of the Bins shall be at **own Cost**.
- iii) The Bins shall be the big size

STAFFING FOR SANITARY SERVICES

- I) Ensure a minimum of one supervisor for TSC Building
- II) All staff should at all times be in branded conspicuously labeled uniforms when picking the bins
- III) Staff should be always presentable smart and note that staffs who wear dirty and/or torn uniforms shall be denied entry to the company premises.
- IV) Staff should have clearly visible identification tags while carrying out their duties within the Commission

- V) The recommended and generally accepted safety, health and occupational measures for the staff should be complied with.
- VI) The Commission reserves the right to request immediate removal of any staff member of the contractor if in its opinion such staff is no longer desirable. The service provider shall arrange to immediately replace the staff so removed and advise the company of its action accordingly
- VII) The service provider shall be expected to familiarize themselves with the site before quoting/tendering.
- VIII) working hours for sanitation services shall be as per the specifics provided in the contract to be entered

SECTION VI- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form

6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

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

Dated this _____ day of _____ 2019
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

S. no.	Service Requirement/Goods to be supplied	Kshs. (VAT Inclusive)-Year 1	Kshs. (VAT Inclusive)-Year 2	Total Kshs. (VAT inclusive) for 2 Years
1.	Supply of Tissue Papers The service provider shall supply 75 extra-large tissues daily of CHANDARIA brand or other equivalent quality approved by the TSC			
2.	Supply Cleaning Detergents (Service provider to approximate and quote appropriately)			
3.	Maintain (including Installation of Batteries) and Refill toilet air fresheners. Approximately 30 air fresheners. Service providers to approximate refill need.			
4.	Supply and replenish mothballs- Service provider to approximate			
5.	Replenish liquid soap to approximately 30 soap dispensers (TSC has provided) will be re-filled daily with Johnson Diversy liquid soap or other equivalent quality liquid soap approved by TSC. Bidder to approximate			
6.	Supply 60 step on Large size Sanitary Bins measuring H: 50-70 CMS × W: 30-40CMS ×L:30-50CMS (one off at the beginning of the contract).More bins may be ordered.			
7.	Labour Quote for 33 staffs (30 cleaners,2 supervisors and 1 site manager)			
	TOTAL COST VAT INCUSIVE (AMOUNT TO TAKE TO THE FORM OF			

TENDER)				
----------------	--	--	--	--

Payment shall be made on monthly basis upon receipt of Invoices

Signature and Rubber Stamp of tenderer _____

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

Tender-Securing Declaration (Mandatory)

Date: [*insert **date** (as day, month and year)*]

Tender No.: [*insert **number of Tender***]

To: [*insert **complete name of Procuring Entity***]

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of 5 **years** starting on *1st April 2016* if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or

2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]*In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer]***

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

Corporate Seal (where appropriate)

INTEGRITY DECLARATION

I/We/Messrs..... of Street/avenue, Building, P. O. BoxCode, of (town), (Nationality), Phone E-mail declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated thisday of 20.....

Authorized Signature..... Official
Stamp

Name **and** **Title** **of**
Signatory.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of
(town), (Nationality), Phone E-mail
declare that I/We /Messrsare not
debarred from participating in public procurement by the Public Procurement
Oversight Authority pursuant to pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015

Dated thisday of 20.....

Authorized Signature..... Official
Stamp

**Name and Title of
Signatory.....**

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Bidder/Company Name

Tender No.: TSC/T/047/2019-2021

Quotation Name: **Provision of Comprehensive Cleaning and Sanitary Services-Two years Framework Contract**

This is to certify that the named bidder/company attended the site visit as required in the Tender document

Bidder's Rep Name:Signature:.....Date:.....

Official Stamp

TSC Rep. Name:.....Signature:.....Date:.....

Official Stamp

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between.....[name of procurement entity] of[country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,.....Street/Road.....
 Postal 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.....

	<p style="text-align: center;">Part 2 (a) - Sole Proprietor</p> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																		
	<p style="text-align: center;">Part 2 (b) - Partnership</p> Given details of partners as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</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> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</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.																			
	Date.....Signature of Candidate.....																		

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

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.....

[Descriptionservices](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,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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*)
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