



**TENDER FOR PROVISION OF
OUT-SOURCING OF CLEANING
SERVICES TENDER REF
NO.TUM/CLS/002/2017-2019**

NOVEMBER, 2017

TECHNICAL UNIVERSITY OF MOMBASA

VISION

A University of Global Excellence in advancing Knowledge, Science and Technology

MISSION

To provide Leadership and outstanding programmes by engaging in scholarly reflection, cultivating critical thinking and advancing creative problem-solving skills in the field of Engineering, Sciences, business and related areas that benefit society

VALUES

The Management, staff and students of the TUM will endeavor to institutionalize, and inculcate values that foster a strong corporate culture that promotes excellence, cohesion and achievement. TUM espouses the following value in the conduct of all its functions:

- 1. Professionalism**
- 2. Equity and Social Justice**
- 3. Efficiency and Efficacy**
- 4. Commitment**
- 5. Service Delivery**
- 6. Team work**
- 7. Creativity and Innovativeness**
- 8. Integrity**
- 9. Environmental sustainability**

SITE VISIT		
1.	MAIN CAMPUS /MAZRUI	5 TH DECEMBER 2017
2.	KWALE CAMPUS	6 TH DECEMBER 2017

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SECTION A: INVITATION TO TENDER

28TH NOV 2017

TENDER REF NO: TUM/CS/002/2017 - 2019

TENDER NAME: PROVISION OF CLEANING SERVICES

- 1.1 Technical University of Mombasa invites sealed bids from eligible persons for **Provision of Cleaning Services for a period of two (2) years.**
- 1.2 Tender documents are accessed and obtained from the TUM Website www.tum.ac.ke/Tenders or visit our link for friends and visitors. Bidders can download the tender documents and give us their details for recording and provision of any additional information in case of clarifications
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Supplies department or be addressed to The Vice Chancellor P.O. Box 90420 Mombasa so as to be received on or before **11TH DECEMBER 2017, 10.00 a.m.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at TUM conference room situated at the Main Campus Mombasa, Administration block, First floor.

Ag. Procurement Manager
FOR: VICE CHANCELLOR

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SECTION C - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.2 This Invitation for supply and delivery of **Provision of Cleaning Services** is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.

2.2.1 TUM employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.

2.2.2 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 TUM to provide cleaning services under this Invitation for tenders.

2.2.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TUM , will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The tender document is **Free of Charge** through **Technical University of Mombasa website** or **Government portals Websites**.

2.4 Contents of Tender Document

2.4.1 The tender document comprise the documents listed below and addenda issued in accordance with Clause 2.5 of these instructions to Tenderers:

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical specifications
- (vii) Form of tender
- (viii) Prices Schedules
- (ix) Tender Declaration form
- (x) Contract Forms
- (xi) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the University in writing or by post at the University address indicated in the Invitation to Tender. The 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 tenders, prescribed by the TUM. Written copies of the University response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The 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.

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tenders, the 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tenders

2.7.1 The tender document prepared by the tenderer, as well as all correspondence and documents related to the tender exchange by the tenderer and the TUM, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passage in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, and 2.10 below
- (b) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (c) Declaration Form not to have been debarred from participating in Public Procurement and that they have been involved in fraudulent practices.

2.9 Form of Tender

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

2.10 Tender Prices

2.10.1 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 supply under the contract.

2.10.2 Prices indicated on the price schedule shall be the cost of the services quoted inclusive including all customs duties and VAT and other taxes payable.

2.10.3 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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the TUM satisfaction;

2.13 Tender Declaration

2.13.1 The tenderer shall furnish, as part of its tender, a tender declaration that they have not been debarred from participating in Public Procurement.

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for 90 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the TUM as non responsive.

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

2.15 Format and Signing of Tender

2.15.1 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.

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

2.15.3 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 initiated by the person or persons signing the tender.

2.16 Sealing and Marking of Tenders

2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, dully marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall be sealed in an outer envelope.

2.16.2 The inner and outer envelopes shall:

a) Be addressed to the;

**THE VICE CHANCELLOR
TECHNICAL UNIVERSITY
OF MOMBASA
P.O.BOX 90420-80100
MOMBASA**

b) Bear, tender number and name in the Invitation for Tenders and the words, “ DO NOT OPEN BEFORE,” (30TH January 2017 , 10.00 a.m.)

2.16.3 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”.

2.16.4 If the outer envelopes is not sealed and marked as required by paragraph 2.17.2, the University 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 University at the address specified under Paragraph

2.17.2 not later than (11TH DECEMBER 2017, 10.00 a.m.)

2.16.2 The University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the University and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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, is received by the University prior to the deadline prescribed for the submission of tenders.

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

2.18 Opening of Tenders

2.18.1 The University will open all tenders in the presence of tenderers' representatives who choose to attend, on **11TH DEC 2017 10.00 a.m. at the Main Conference situated at the Main Campus , Administration block**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The University will prepare minutes of the tender opening.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination

2.20.1 TUM 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 University 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 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. The 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 TUM 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 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 The University will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.2 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

2.23. Contacting the University

- 2.23.1 Subject to paragraph 2.21 no tenderer shall not contact the 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 the University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderer's tender.

2.24 Award of Contract

i

a) Post qualification

2.24.1 The University 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, and such other information as the 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 University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 The University will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.

2.25 Notification of award

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

2.25.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.26 Signing of Contract

2.26.1 At the same time as the University notifies the successful tenderer that its tender has been accepted, TUM will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties

2.26.2 Within thirty (30) days of receipt of the Contract Form, the successful tender shall sign and date the contract and return it to the University.

2.26.3 The contract will be definitive upon its signature

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2.27 Corrupt or Fraudulent Practices

2.27.1 The University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- i. “Corrupt practices” means the offering, giving, receiving, or soliciting or any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TUM, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive TUM of the benefits or free and open completion;

2.27.2 The 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;

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

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SECTION D: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the University and the contractor 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” mean the Services to be provided by the tenderer including any document which the tenderer is required to provide to TUM under the contract.
- d) “The University” means the organization procuring the services under this Contract.
- e) “The Contractor” means the organization or firm providing services under this Contract.
- f) “GCC;” means the General Conditions of Contract contained in the 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 super ceded by the 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 the University prior written consent, disclose the Contract, or any provision therefore, or any specification, plan , drawing, pattern,

sample or information furnished by or on behalf of the University in connection therewith to any person other than a person employed by the tenderers in the performance of the Contract.

3.4.2 The Contractor shall not, without the University prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the University and shall be returned (all copies) to the University on completion of the Tenderer's performance under the Contract if so required by the University.

3.5 Patent Rights

3.5.1 The Contractor shall indemnify the 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 in TUM.

3.6 Delivery and Documents

3.6.1 Delivery of the Services shall be made by the contractor in accordance with the terms specified by University in its Schedule of Requirements and the Special Conditions of Contract.

3.7 Payment

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

3.7.2 Payments shall be made promptly by the University as specified in contract

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender

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

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

3.8.4 Price variation request shall be processed by the University within 30 days of receiving the request.

3.9 Assignment

3.9.1 The contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with the University prior written consent.

3.10 Termination for Default

3.10.1 The 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 TUM.
- b) If the contractor fails to perform any other obligation(s) under the Contract.
- c) if the contractor, in the judgment of the University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the 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 undelivered, and the contractor shall be liable to the university for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of Disputes

3.13.1 The University and the tenderers shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/ or international arbitration.

3.14 Governing Language

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

3.15 Force Majeure

3.15.1 The tenderer 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.

3.16 Applicable Law.

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

3.17 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 E: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions Contract. Whenever there is a conflict, between the GCC and the SCC, the provision of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

5.0 SECTION F: TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.2 These specifications describe the requirements for goods/services. Tenderers are Requested to submit with their offers the detailed specifications for the service they intend to deliver.
- 5.1.3 Tenderers must indicate on the specifications sheets whether the services offered comply with each specified requirements.

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SECTION G: TECHNICAL SPECIFICATION

SPECIFICATION FOR CLEANING OF SPECIFIED BLOCKS.

SCOPE OF WORK

SPECIFICATIONS FOR OUTSOURCING CLEANING SERVICES

- ACCOMODATION (HOSTELS)
- STUDENTS CATERING (Kitchen and Dining Hall)
- ENVIRONMENT (ALL UNIVERSITY COMPOUNDS INCLUDING KWALE CAMPUS)
- CENTRAL SERVICES (CLASSROOMS, OFFICE BLOCKS AND COMMON AREAS)

SCOPE OF WORK

A. ACCOMODATION (HOSTELS)

The Service Provider shall provide cleaning services to the Client as follows:

Nine (9) hostels in Main Campus and three (3) hostels in Kwale Campus,

I. Washroom Areas

- ✓ Removal of cobwebs/high dusting
- ✓ Cleaning of the toilets
- ✓ Cleaning of bathrooms
- ✓ Cleaning of sink and laundry areas
- ✓ Cleaning of the urinal areas
- ✓ Cleaning the floor

II. Corridors, balcony and Staircases

- ✓ Removal of cobwebs/high dusting
- ✓ Dry dusting
- ✓ Dump dusting
- ✓ Emptying of dust bins
- ✓ Cleaning of dust bins
- ✓ Sweeping the floor
- ✓ Mopping the floor
- ✓ Cleaning of windows
- ✓ Cleaning of pavement areas

III. Other duties

- ✓ Washing hostel curtains; this is always done when students are out of session

- ✓ Cleaning of water tunnels
- ✓ Cleaning of rooms; this is always done when students are out of session
- ✓ Planting of flowers in the hostels surrounding areas

B. CENTRAL SERVICES (CLASSROOMS, OFFICE BLOCKS AND COMMON AREAS)

The Service Provider shall provide cleaning services to the Client in all common areas both in Main Campus and Kwale campus as follows:

I. Toilets

- ✓ in the Common user areas
- ✓ Sweep and clean floors daily.
- ✓ Clean all toilet bowls daily.
- ✓ Clean all toilets and fixtures daily.
- ✓ Clean and polish sanitary fixtures daily. e) Clean all doors and frames daily.
- ✓ Clean all ceramic wall tiles daily.
- ✓ Scrub the same daily.
- ✓ Repeat the work mentioned above when necessary.

II. Corridors and Verandas

- ✓ Sweep all the corridors and verandas daily.
- ✓ Scrub and clean all corridors and verandas.
- ✓ Mop the corridors and verandas daily.
- ✓ Wipe and dust all walls and pillars
- ✓ Remove cobwebs as they occur

III. Reception

- ✓ Sweep all the reception areas daily all blocks.
- ✓ Scrub and clean the same
- ✓ Mop and polish daily.

IV. Stairs and Stair Lobbies

- ✓ Clean the stairs
- ✓ Clean and wipe staircase rails daily.
- ✓ Remove cobwebs as they occur

V. Wall Finish and All Walls

- ✓ Clean the wall finish daily.
- ✓ Spot clean all same daily.
- ✓ Feather dust high areas of the walls daily,

VI Pavements and Walkways

- ✓ Scrub and clean the outside pavement daily

- ✓ Collect trash daily.
- ✓ Clean and maintain the external walkways daily.

VII. Cleaning of the Ground Floor Windows

- ✓ Clean windows daily.
- ✓ Dust the outside of the window daily.
- ✓ Spot clean the same.

VII. Waste Paper Bins

The Service Provider shall;

- ✓ Empty containers daily.
- ✓ Empty all waste bins daily.
- ✓ Clean the same once a week.

C. CATERING (KITCHEN AND DINING HALLS)

The Service Provider shall provide cleaning services to the Client as follows:

Two Kitchens (Main Campus and Kwale) and two dining Halls (9) (Main Campus and Kwale)

Cleaning of dining Halls and Kitchens

- ✓ Removal of cobwebs/high dusting
- ✓ Dry dusting
- ✓ Dump dusting
- ✓ Emptying of dust bins
- ✓ Cleaning of dust bins
- ✓ Sweeping the floor
- ✓ Mopping the floor
- ✓ Cleaning of windows
- ✓ Arranging the dining halls

D. ENVIRONMENT (ALL UNIVERSITY COMPOUNDS INCLUDING KWALE CAMPUS)

The Service Provider shall provide cleaning services to the Client as follows:

1. EXAMINATION ROOMS, ASSEMBLY HALL AND VIP ROOMS

- ✓ Sweeping and mopping
- ✓ cleaning of louver glasses
- ✓ Dusting and removal of cobwebs and all assorted wastes

2. PARKINGS, PATHWAYS, DRIVEWAYS, WALKWAYS

- ✓ Furniture arrangement
- ✓ Sweeping, weeding
- ✓ Rubbish collection e.g. falling branches

- ✓ Removal of excess sand on the cabro

3. OPEN SPACE, FIELD AND SPAT AREAS

- ✓ Lawn mowing
- ✓ Slashing
- ✓ Raking
- ✓ Collection of litter, plastics, paper etc.
- ✓ Removal of hanging furniture, chairs, tables, frames etc.
- ✓ Landscaping and beatification

4. TREE AREAS

- ✓ Slashing
- ✓ Pruning of dangerous hanging and falling branches
- ✓ Splitting hanging logs into firewood
- ✓ Creating conducive landscape for recreational activities
- ✓ Waste collection
- ✓ Weeding shrubs

5. HEDGES AND FLOWERS

- ✓ Weeding
- ✓ Pruning and shaping
- ✓ Manure application
- ✓ Watering
- ✓ Application of pesticides
- ✓ Gaping and thinning

6. NURSERY AREAS

- ✓ Collecting potting bags
- ✓ Collecting flower plants/trees
- ✓ Media/soil preparations
- ✓ Manure mixing
- ✓ Weeding pest control
- ✓ Maintenance of nursery plants
- ✓ Green house preparations for indoor plants

7. GABBAGE AREAS AND GABBAGE BINS

- ✓ Emptying all garbage bins
- ✓ Weekend burning of main dumpsites
- ✓ Collection of all waste and dumping at main dumpsite

8. BUILDING AND FOOT PATHS (BAMKELE, OBOTE, NORA HOSTELS)

- ✓ Waste collection
- ✓ Litter, plastics etc.

- ✓ Skirting along the pavements
- ✓ Lawn mowing where necessary

9. DRAINAGE AND WATERWAYS

- ✓ Cleaning drainage
- ✓ Removal of plastics, branches and sand

10. TOOLS, MACHINES, EQUIPMENTS

- ✓ Lawn mowing operation and maintenance of slashers, pangas, secateurs etc.
- ✓ Maintenance and operating power saw operation and maintenance of all environment and gardening tools

11. HARDSCAPE

- ✓ Removal of groundstones and prepare beatified hard scape
- ✓ Land filling
- ✓ Ground covering
- ✓ Removal of any building waste to respective dump yard
- ✓ Designing sloppy areas

12. ENTRANCE AND AREAS ALONG PERIMETER WALL

- ✓ Cleaning
- ✓ Gardening
- ✓ Beatification
- ✓ Slashing
- ✓ General landscaping

13. SPECIAL AREAS E.G. FOUNTAIN AREA

- ✓ Lawn establishment and maintenance
- ✓ Flower planting and maintenance
- ✓ Cleaning the fountain areas

14. ENTIRE UNIVERSITY COMPOUNDS

- ✓ Compound cleaning
- ✓ General compound beatification and landscaping

NB: CONDITION FOR OUTSOURCING

The successful bidder to give priority to all staff currently engaged on short contract deployed in the affected areas.

CRITERIA OF EVALUATION

NO	REQUIREMENT	SCORE
1	Methodology (work plan) The firm should propose methodology (work plan), staffing and any suggestions made by the firm to improve the quality of services offered.	40%
2	Experience of Carrying out similar Assignment	30%
3	Three recommendation letters	30%
	TOTAL	100%

Cut off marks is 80%

FINANCIAL PROPOSAL

LOCATION	MONTHLY CHARGES	ANNUAL CHARGES
AS SPECIFIED IN THE SCOPE		

Signature of tenderer _____

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

STANDARD FORMS

Notes on the sample Form

1. Form of TENDER - The form must be completed by the tender and submitted with the tender documents. It must be duly signed by the duly authorized representative of the tenderer
- 2 Confidential Business Questionnaire Form - Form must be completed by the tenderer and submitted with the tender documents
3. Tender Declaration form -
- 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 tenderers at the time of tender preparation. Only the successful tenderers will be required to provide performance security in the form provided herein

FORM OF TENDER

Date_____

Tender No. _____

To.....

.....

[Name and address of TUM]

Gentlemen and/or Ladies:

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.

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ---- percent of the Contract Price for the due performance of the Contract, in the form of prescribed by(TUM)

We agree to abide by this Tender for a period of 90 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.

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

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

Dated this _____ day of _____ 20
[signature] [In the Capacity of]
Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

PART 1

Business Name

Location of business premises

Plot No. Road/Street

Postal AddressTel. No.

E-mail Address. Fax No PIN No.

NHIF Registration Code No. No. of Staff Registered

Registration Certificate No.(Please attach a copy).

Current Trade License No. VAT No.

Nature of business

Volume (maximum value) of business which you can handle at any one time.....

Name of your bankers:

Branch (Please attach a letter from your banker to the effect). Account No:.....

Payments will be done through Electronic Funds Transfer (EFT)

Do you have subsidiary companies? If yes,

Name

Percentage shares:

Give names of four referees, reputable organizations you have been dealing with:

1. 2.

3. 4.

PART II A: Sole Proprietor

Full Name

Nationality

Country of Origin

PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.
2.
3.
4.

PART II C: Registered Company

Public or Private:

State the Authorized and paid up share capital of the company:

Authorized Kshs

Issued and fully paid Kshs

DETAILS OF DIRECTORS

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.
2.
3.
4.

2D. The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Details of change of Directors/Partners
- iii) Attach CR 12 where applicable
- iv) Tax Compliance Certificate

Name Date Signature

Rubber Stamp..... Date

Tick (✓) where appropriate

NOTE:

1. The University shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the University's list of suppliers.
2. The University may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled.

Tender-Securing Declaration

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

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

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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 *[insert number of months or years]* starting on *[insert date]*, 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)

CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___ between.....TUM of[country of Origin](hereinafter called "tum") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the University 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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 University's Notification of Award.

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

4. The University 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 _____ (TUM) Signed,
sealed, delivered by _____ the _____ (for the tenderer) in the
presence of _____.

TUM-CLS-002-2017-2019

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL ARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

TUM-CLS-002-2017-2019