

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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**TENDER (RE-ADVERTISED)
FOR PROCUREMENT OF DRY CLEANING &
LAUNDRY SERVICES –CBK ELDORET BRANCH**

TENDER NO. CBK/16/2013-2014

**P.O BOX 2710– 30100
ELDORET**

(CLOSING DATE: JULY, 16TH, 2014)

SECTION I: INVITATION TO TENDER

Tender Ref. CBK/16/2013-2014

Tender name: Tender for procurement of Dry Cleaning & Laundry Services for two (2) years effective from September 01, 2014– CBK Eldoret Branch

- 1.1 The CENTRAL BANK OF KENYA invites sealed tenders from eligible candidates for Dry Cleaning & Laundry Services
- 1.2 Complete tender documents may be downloaded from the CBK website or obtained from the office of the Head, Estates, Supplies & Transport on 1st Floor, Central Bank of Kenya, Eldoret from Monday to Friday, between 9.00 a.m. and 2.00 p.m. upon payment of a non-refundable fee of **Kshs2,000.00 in** Cash or Bankers cheque.
- 1.3 Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Tender Box located** at the 1st floor Front **Entrance to the CBK Building** on Kiptagich House Uganda Road before the closing stated time on **WEDNESDAY JULY 16TH, 2014 at 2.00 p.m.** late bids will not be accepted and will be returned unopened.
- 1.4 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at the CENTRAL BANK OF KENYA **BOARD ROOM ON MEZZANINE FLOOR.**
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.6 Tenders must be accompanied by a **Bid Bond/Tender Security** of at least Kshs50,000.00 (Shillings fifty thousand only) in the format specified in the tender documents. Failure to attach the bid bond will lead to automatic rejection of the tender.
- 1.7 Further information from **the Office of the Head of Estates, Supplies & Transport Unit (Tel:0532033325 Fax: 0532033325)**, Central Bank Building, Kiptagich House Uganda Road, on 1st Floor between 8.30 am and 5:00pm during working days.

HEAD ,ESTATES, SUPPLIES & TRANSPORT UNIT

TABLE OF CONTENTS

	Page
SECTION I INVITATION TO TENDER.....	2
SECTION II INSTRUCTIONS TO TENDERERS.....	4
SECTION III GENERAL CONDITIONS OF CONTRACT.....	16
SECTION IV SPECIAL COND1TIONS OF CONTRACT.....	20
SECTION V EVALUATION PROCEDURES.....	20
SECTION VI TECHNICAL EVALUATION CRITERIA	23
SECTION VII STANDARD FORMS.....	25
SECTION VIII FORM OF TENDER.....	26
SECTION VIX PROFILE OF THE COMPANY.....	27
SECTION X CONTRACT FORM.....	32
SECTION XI FORM OF TENDER SECURITY.....	33

SECTION C: 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 tender document is offered to interested bidders at no cost.

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

- 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 clause 2.8, 2.9 and 2.10 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 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 at least Kshs 50,000.00 (Kenya shillings fifty thousand).

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 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 Public Procurement Oversight Authority (PPOA).
- d) Letter of credit

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

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 2.26
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by 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

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

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

1.8 (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **WEDNESDAY JULY 29TH, 2014 at 2.00 p.m.**"

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

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

2.16 Deadline for Submission of Tenders

1.9 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **WEDNESDAY JULY 16TH, 2014 AT 2.00 P.M.**

1.10 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 and registered at the Head Estates Supplies & Transport Unit.

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

1.11 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY JULY 16TH, 2014 AT 3.00 P.M.** 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 2.22, 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. Tenderers offering to perform longer than the procuring entity have 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.
- 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 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

- 2.24.4 Subject to paragraph 2.28 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.
- 2.24.5 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.
- 2.24.6 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 2.26. 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 clause 2.27, 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 2.26 or paragraph 2.27.1 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.

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 may 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

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.

A:Collection and Delivery of Garments

1. The bidder shall collect and deliver uniforms and other garments from the Bank at a specified place once a week.
2. The bidder shall collect the articles from the Bank Premises between 10.00 am and 1.00 pm on Mondays of the week
3. Where express service is requested the items shall be collected by 9.00 am and delivered same day before 5.00 pm.

B: Treatment of Garments

1. Classification of uniforms, curtains and other garments shall be done before rendering services; i.e. those for steam cleaning and those for dry cleaning in order to avoid damage to curtains, clothes and other garments.
2. Items requiring mending shall be mended before return to the Bank.
3. All cleaned items shall be properly packed in order to avoid creasing.

C: Prices

1. Prices shall be inclusive of all Government taxes and claims for lack of understanding or omission in this regard will not be accepted after the award of the contract.
2. The Bank will not be bound to accept the lowest or any tender or to disclose reasons for rejecting a tender either in whole or part.
3. The charges for the requested services shall be as specified on the schedules provided Appendix 1 attached.

C: Insurance

The bidder shall during the execution of the work insure himself/herself and keep himself /herself insured against all liability arising under the Workmen's Compensation Act or him on these works and shall indemnify the Employer in respect of any such accident to any such workmen. The bidder shall further insure himself and keep himself insured against all liabilities arising from all Third Party Claims arising accidents and he shall indemnify the Employer in respect of all claims that may be made against him in respect of any such accidents. Copies of insurance cover to confirm this shall be deposited with the Bank on or before the date of handing over.

D: Other Special Considerations

1. The bidder shall be liable for any loss or damage to any article if such loss or damage occurred as a result of negligence.
2. The bidder shall be responsible for any loss, damage or theft during or arising out of strikes, uprising, insurrection war or warlike operations, natural calamities or happenings following any of the aforesaid or arising directly there from.
3. The bidder shall have the sole discretion regarding the process to be used in dealing with articles and all liability shall be attached to the bidder for any shrinkage, stretching or loss of stiffening, loss of colour development, loss of shine or damage in respect of any article in the process of cleaning, laundering or any process ordered by the Bank or considered technically necessary by the bidder.
4. The bidder shall be responsible for damage to or loss of buttons, buckles, ornaments, zips belts padding or trimmings delivered for processing.
5. All articles delivered for processing shall be accompanied by a work order and the authorized bidder's representative accepting the articles acknowledge receipt of the articles by signing the work order. Conversely collection of the articles by the Bank shall be accompanied by a delivery note which shall be signed by the Bank's representative collecting the articles and, in both cases; such signing shall be conclusive evidence of delivery or collection of the articles as the case may be.
6. The bidder shall, at no extra cost and with the use of its own transport collect the laundry from the Bank and deliver the same thereafter.

SECTION V - EVALUATION PROCEDURE

Evaluation of tenders will be conducted based on the tenderers response to the mandatory requirements and their compliant to the evaluation criteria. Tenderers scoring seventy (70%) and above on technical evaluation will be subjects to financial evaluation based on their response on the price schedule.

MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the tenderer not withstanding other requirements in the tender document:

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR 1	Must give a list of at least 5 (five) reputable clients where similar services have been provided in the recent past.	
MR 2	Must submit a copy of the Tax Compliance Certificate(which is valid as at the closure of the tender)	
MR 3	Provide dully filled up Confidential Company Profile in the format provided.	
MR4	Tenderers must submit with tender a Bid bond of Kshs 50,000.00. The bid bond should be valid for at least thirty (30) days beyond the tender validity period.	
MR5	Must submit a copy of Certificate of Registration/Incorporation	
MR6	Provide copies of Audited accounts for last two years	
MR7	Proof of Insurance cover for business and premises	

SECTION VI–TECHNICAL EVALUATION CRITERIA

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
1	Experience in works of similar nature. Demonstrated by letters of references /contracts in last three years for a value of at least Kshs500,000.00		<ul style="list-style-type: none"> • 5 or more clients: 10% • Others prorated at: $\frac{\text{Number of clients} \times 10}{5}$ 	10
2.	Number of years in business of specialized laundry services-		<ul style="list-style-type: none"> • 5 years and above: 5% • Others prorated at: $\frac{\text{Number of years} \times 5}{5}$ 	5
3.	List of personnel in employment: (A) Management personnel- At least a degree holder and - provide signed CV and copies of certificates (B) Supervisors; employment and have at least three years working experience as supervisor, educated at least up to O-level and have some professional training. (C) Other workers- should be on permanent employment		<ul style="list-style-type: none"> • 2 CVS and certificates- 10% others nil • 2 CVS and certificates 10% others nil • Attach a list 10 and above- 10% Others prorate at: $\frac{\text{Number of workers} \times 10}{10}$ 	30
4.	Compensation in the event of loss (State the rates)- Bidder to state the applicable rate		<ul style="list-style-type: none"> • 100% replacement 25% • 50-99% replacement 10% • Others -Nil 	25
5.	List of equipment/Vehicles owned- proof of ownership by copy of log book		<ul style="list-style-type: none"> • Laundry Equipment 4% • Two(2) OR More owned van 3% • Only one owned van 2% • Leased van others 1% • Others Nil 	10
6.	a) Profitability Margin		<i>A margin above 30% will score 10marks; 10-30 % 7 marks and below 10% 5 mark</i>	10
7.	b) Liquidity Ratio Must attach company audited accounts for the last two consecutive years (i.e. 2011-2010)		<i>2:1 – 10 marks; 1:1 –5 marks; less than 1:1 2 mark</i>	10
	Total			100%

NB 1: Debt Equity Ratio (Net worth)

= $\frac{\text{Total Debt}}{\text{Net Worth}}$

Profitability (Margin)

= $\frac{\text{EBIT}}{\text{Total sales (Income)}}$

Current Ratio (Liquidity)

= $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

EBIT - Earnings before Interest and Taxes

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____.

WEEKLY LAUNDRY				
S/NO.	TYPE & DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Men Suits	23		
2	Ladies Suits	16		
4	Single Suit Trousers	10		
7	Overcoats	25		
8	Overalls	5		
9	Dresses	13		
10	Bed Sheets	10		
11	Pillow Cases	10		
12	Hand Towels	5		
13	Bath Towels	3		
14	Single Suit Skirts	5		
15	Full Sweaters	5		
33	Ties	20		
16	Half Sweaters	3		
TOTAL				
QUARTERLY LAUNDRY				
S/NO.	TYPE & DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Bed Covers	8		
2	Medium Blankets	4		
3	Large Blankets	4		
4	Medium Curtains	10		
5	Large Curtains	16		
6	Table Cloths	15		
7	Toilet Rugs	5		
8	Sports Jerseys	14		
9	Sports Shorts	10		
10	Sports Bibs	12		
11	Tug Of War Uniforms	12		
12	Pair Sports Boots	10		
13	Floor Carpets 450 sqr feets	3		
14	Sheers	5		
15	Draping Materials	11		
TOTAL				

Signature of tenderer _____ Designation _____

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

SECTION VII- STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. 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.

SECTION VIII: 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 receipt of which is hereby duly
acknowledged, we, the undersigned, offer to provide the services required (.....) in conformity with the said tender documents for
the sum of (*total tender amount in words
and figures*) or such other sums as may be ascertained in accordance with the
Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the
equipment in accordance with the delivery schedule specified in the Schedule of
Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of
equivalent to _____ percent of the Contract Price for the due
performance of the Contract , in the form prescribed by (*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. This Tender, together with your written acceptance thereof and your notification of
award, shall constitute a Contract, between us. Subject to signing of the Contract
by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may
receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

SECTION VIX: PROFILE OF THE COMPANY

(CONFIDENTIAL BUSINESS QUESTIONNAIRE)

(You are advised that it is a serious commission to give false information under this section as it may render your bid being automatically disqualified).

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date

2)	Give full details of your Bankers.
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PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	

4)	Please provide evidence of the registered street and postal addresses of the bidding organization	
	Registered Street Address	Registered Postal Address of your organisation

5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award.
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PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
----	--

7)	What is your organisation's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.
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8)	Provide the location of the service centre(s) that will support the Central Bank of Kenya.	
	Sales Office/Service Centre	Location

PART V: BIDDING ORGANISATION'S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

The Bank intends to contact these customers when checking references. You shall be expected to state any objections. If not stated, you shall be deemed to have authorized the Bank to contact these customers.

9)	Please provide reference letters from your three (3) major clients where you have successfully carried out similar or comparable assignment.
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PART VI: BIDDER'S STANDARD CONTRACTS

10)	Describe your approach to contracting and negotiation specifically relating to the availability and use of standard contracts and whether you consider any of the standard contracts or specific clause to be not negotiable.
11)	Provide details of the preferred payment plan if not contained in the standard contract supplied.

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

12)	Provide audited financial statements for the last three financial years. The supply of these financial statements will be mandatory for your tender to be considered responsive.
13)	<p>State whether you are currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability).</p> <p>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?</p> <p>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timorously implement any contract which may be awarded to it pursuant to this Tender?</p>

14)	Have you ever:		
	Question	Response	
		Yes	No
	Forfeited any payment on a contract?		
	Been declared in default of a contract?		
	Negotiated the premature termination of a contract?		
	Had an uncompleted contract assigned to another solution provider?		

PART VII: TECHNICAL SUPPORT & CAPACITY BUILDING

15)	State your policy on technological (maintenance) and operational support including capacity building (training) you offer to your clients.
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PART XIII: CERTIFICATION

	<p>I/We do hereby certify that the above information is correct in all respects.</p> <p><u>FULL NAME:</u></p> <p><u>DESIGNATION/POSITION:</u></p> <p><u>SIGNATURE:</u></p> <p><u>DATE:</u></p> <p><u>COMPANY SEAL AND/OR STAMP:</u></p>
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SECTION X: 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 goods] and has accepted a
tender by the tenderer for the supply of those goods in the sum of
[*Contract price in words and figures*] (Hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as
part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the 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 tender hereby covenants with the Procuring
entity to provide the goods 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
provisions of the goods and the remedying of defects therein, the Contract Price or
such other sum as may become payable under the provisions of the Contract at the
times and in the manner prescribed by the contract.

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

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

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

SECTION XI: FORM OF TENDER SECURITY (Sample)

WHEREAS..... (Hereinafter called "the Tenderer") has submitted his tender dated.....for **procurement of DryCleaning & Laundry Services-Eldoret Branch.**

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

Having our registered office at (Hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA (hereinafter called "the employer") in the sum of Kshs 50,000 (Kenya Shillings fifty thousand only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day of2014

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

(Date)

Signature of the Bank)

(Witness)

(Seal)