



**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY  
(NEMA)**

**TENDER DOCUMENT  
FOR**

**PROVISION OF OFFICE CLEANING & LAUNDRY SERVICES,  
BEUTIFICATION AND MAINTENANCE OF LAWNS  
(Reserved for Women)**

**TENDER NO. NEMA/T/07/2020-2021**

**Tender Closing Date and Time: Friday, 19<sup>th</sup> June 2020 at 2:30 P.M**

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**SECTION 1: INVITATION TO TENDER**

**DATE: 09/06/2020**

**TENDER REF. NO: NEMA/T/07/2020-2021**

**TENDER NAME: Provision of Cleaning & laundry Services, Beautification and maintenance of lawns**

- 1.1 NEMA invites sealed bids from eligible candidates for **Provision of Cleaning & laundry Services, Beautification and maintenance of lawns (Reserved for women).**

**Prospective bidders may DOWNLOAD tender documents FREE OF CHARGE from NEMA website [www.nema.go.ke](http://www.nema.go.ke) or from the PPRA website [www.tenders.go.ke](http://www.tenders.go.ke). Bidders who will download the tender documents must forward their company details to this email; [procurement@nema.go.ke](mailto:procurement@nema.go.ke) to facilitate subsequent clarifications and/or addendum.**

- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender box at NEMA headquarters or to be addressed to:

**THE DIRECTOR GENERAL NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY, ELLAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O BOX 67839-00200 NAIROBI. So as to be received on or before Friday, 19<sup>th</sup> June 2020 at 2:30 P.M**

- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NEMA Headquarters.

**Ag. DIRECTOR GENERAL**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 ELIGIBLE TENDERERS**

- 2.1.1 This invitation for Prequalification of Tenders is open to all tenderers eligible as described in the invitation to tender.
- 2.1.2 The Procuring entity's employees, Committee members, Board Members and their relatives (Spouse and Children) are not eligible to participate in this prequalification exercise.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices
- 2.1.4 Tenderers shall not be involved in any litigation issues with the Government of Kenya
- 2.1.5 Tenderers shall be fully compliant with the existing Environmental Regulations.

### **2.2 COST OF TENDERING**

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh. 1,000/=
- 2.2.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified
- 2.2.4 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

### **2.3 CLARIFICATION OF DOCUMENTS**

- 2.3.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at the entity's address indicated in the invitation to tender. The procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.
- 2.3.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **2.4 AMENDMENTS OF DOCUMENTS**

- 2.4.1 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 amendment.
- 2.4.2 All prospective candidates that have received the tender documents will be notified of the amendments in writing or by post and will be binding on them.
- 2.4.3 In order to all prospective tenderers reasonable time in which to take the amendments into account in preparing their tenders, the procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.5 TENDERERS ELIGIBILITY AND QUALIFICATIONS**

- 2.5.1 The tenderer shall furnish as part of its prequalification documents establishing the tenderers eligibility to tender and its prequalification's to perform the contract if its tender is accepted.
- 2.5.2 The documentary evidence of the tenderers eligibility to tender shall establish to the procuring entity's satisfaction that the tenderer at the time of submission of its tender, is from an eligible source.
- 2.5.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the procuring entity's satisfaction;
- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer does not manufacture or otherwise produce the tenderer has been duly authorized by the goods manufacturer or producer to supply the goods.
  - (b) That the tenderer has the financial, technical, and production, capability necessary to perform the contract.

## **2.6 SEALING AND MARKING OF TENDERS**

- 2.6.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.
- 2.6.2 The inner and outer envelopes shall:-
- (a) Be addressed to the procuring entity at the address given below:-  
Director General  
National Environment Management Authority

P.O. Box 67839-00200  
**NAIROBI**

Shall bear tender number and **name of category of items** tendering for and the words “**DO NOT OPEN BEFORE Friday, 19<sup>th</sup> June 2020 at 2:30 P.M.** as indicated in the tender notice.

- 2.6.3 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”.
- 2.6.4 If the outer envelope is not sealed and marked as required by paragraph 2.6.2 the procuring entity will assume no responsibility for the tenders’ misplacement or premature opening

## **2.7 DEADLINE FOR SUBMISSION OF TENDERS**

- 2.7.1** Tenders must be received by the procuring entity at the address specified under paragraph 2.6.2 not later than **Friday, 19<sup>th</sup> June 2020 at 2:30 P.M**
- 2.7.2 The procuring entity may at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.4 in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.8 OPENING OF TENDERS**

2.8.1 The procuring entity will open all tenders in the presence of tenderers representatives who choose to attend at **2.30. P.M on Friday, 19<sup>th</sup> June 2020** in the Main Conference Room, NEMA Headquarters.

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

2.8.2 The procuring entity will prepare minutes of the tender opening.

## **2.9 CLARIFICATION OF TENDERS**

2.9.1 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 substance of the tender shall be sought, offered or permitted.

2.9.2 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.

## **2.10 PRELIMINARY EXAMINATION**

2.10.1 The procuring entity will examine the tenders to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether the tenders are generally in order.

2.10.2 The procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.10.3 Prior to the detailed evaluation, 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.

2.10.4 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 non-conformity.

## **2.11 EVALUATION AND COMPARISON OF TENDERS**

- 2.11.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive
- 2.11.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender
- 2.11.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.11.4 The procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action.

## **2.12 NOTIFICATION OF AWARD**

- 2.13.1 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.
- 2.13.2 The notification of award will constitute the initial formation of contract but **MUST** have to wait until the contract is finally signed by both parties where applicable.

## **2.13 CORRUPT OR FRAUDULENT PRACTICES**

- 2.13.3 The procuring entity 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 of anything 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 procuring entity and includes collusive practice among tenderer (prior to or after tender submission)

## SCHEDULE OF REQUIREMENTS AND PRICE

### A: CLEANING SERVICES FOR NEMA HEADQUARTERS AND NYAYO HOUSE

#### Area of coverage

	Area	Sq.ft	Unit cost	Total Cost	Remarks
1	Block A Eland House	16,300			
2	Block B	8,700			
3	Block C	4,800			
4	Gate house	200			
5	Stores(HQs)	1,450			
6	GIS	750			
7	Nyayo House offices (CBD)	2,650			
8	Regularly mow the lawns, cut, trim and shape ornamental edges, water and weed trees within the compound of NEMA headquarters(HQ's only) leaving it always in clean and pristine condition.	(Mandatory site visit before quoting)			<ul style="list-style-type: none"> <li>• Site visit is scheduled for 16<sup>th</sup> June 2020 at 10.00A.M at NEMA HQ's</li> <li>• Register at procurement office G-16 for further direction.</li> </ul>
	<b>Grand Total (Kshs)</b>				

### B: LAUNDRY CLEANING

	ITEM DESCRIPTION	UNIT	Unit cost	Total cost	Remarks
1	Linen/Curtains	Per Kg			

**NB: 1. Laundry cleaning will be on need basis.**

## **APPENDIX: INSTRUCTIONS TO TENDERERS**

Eligible tenderers:

1. Must be a Registered Company. (Attach a copy of Certificate of Incorporation / Registration)
2. Must be registered with Treasury under the AGPO group (Attach AGPO Certificate)
3. Must have adequate relevant Technical capacity
4. Must have adequate equipment (attach list of equipment)
5. Must have accessible business premises (attach copies of utility bills e.g. electricity / water or lease agreement)
6. Must not have been debarred from participating in tender, procurement proceedings in public institutions (complete, sign and stamp the Declaration form on page 14)
7. Must be Tax Compliant (attach VAT, PIN Tax compliance certificate)
8. Must attach a copy of a valid Single business permit.
9. Must attach a Company Profile to include Management team, Board of Directors.
10. Must attach Evidence of possession of Electronic Tax Registers.
11. Must complete the attached Confidential Business Questionnaire
12. Should attach Certificates from affiliated bodies/associations.
13. Should attach evidence of Adherence to NEMA Environmental Regulations.
14. Should comply with statutory labor laws (NHIF, NSSF)
15. Must fill the supplier definition form.

## **GENERAL CONDITIONS OF CONTRACT**

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### 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 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 herein.
- (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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

### 3.2 **Application**

3.2.1 These General Conditions shall apply to all Contracts made by the Procuring entity for the procurement, installation, and commissioning of equipment

### 3.3 **Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### 3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's 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 Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of a patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at the point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of the contract.

### **3.12.0 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and 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.

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

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

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

### **3.14. Assignment**

3.14.1 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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this, the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.18.2 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.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 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 another failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **SPECIAL CONDITIONS OF CONTRACT**

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

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Performance Security: Not Applicable</i>
3.12.1	<i>As per contract agreement</i>

**NB: 1. The contract ends on 31<sup>st</sup> July 2021**

**2. The contract may be extended to F/Y 2021-2022 subject to:**

- **Satisfactory implementation of contract as per tender requirements and as per reports and recommendation of the contract administration committee.**

### **SECTION III: STANDARD FORMS**

Notes on the Sample Forms

7. 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 the authorized signatory of the tenderer.
2. Confidential Business Questionnaire Form – This form must be completed by the tenderer and submitted with the tender document.
3. Technical Evaluation Form – All the bidders for the respective tenders will be required to carefully study the Evaluation Criteria outlined in the Evaluation Form.
4. Declaration Form – The Declaration form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by the authorized signatory of the tenderer.

**3.0 FORM OF TENDER**

Date.....

Tender No.....

To: .....

.....

.....

.....

**(Name and Address of procuring entity)**

Gentlemen and /or Ladies

- 7) Having examined the tender documents including the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver/install and commission

.....

**(Insert Tender Description above)**

In conformity with the said tender documents.

- 2) We agree to abide by this Tender for a period of twelve (12) months from the date the contract comes in force.

- 3) This tender, together with your written acceptance thereof and your notification of award, shall constitute, between us subject to signing of the contract by the parties

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

**Dated this.....day of.....20.....**

.....

**Signature**

Duly authorized to sign tender for and on behalf of.....

### 3.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

#### 1. COMPANY DETAILS.

- a) Business Name: .....
- b) Nature of Business: .....
- c) Location of Business Premises:  
Plot Number.....Road/ Street:  
.....  
Postal Address: ..... Tel No:  
..... Fax No.....E- mail  
Address: .....
- Contact Person & Tel. No.....
- (Please Attach Company Profile)**
- d) Registration Certificate No..... **(Please attach copy).**
- e) **Current Trade Licence No.....** .... (Please attach copy)
- f) **PIN No.....**(Please attach copy)
- g) **Tax Compliance Certificate No. ....**(Please attach copy)
- h) VAT No.....
- i) Year Established.....
- j) Maximum value of business which you can handle at any one time Kshs.  
.....
- k) Number of Staff employed.....
- l) Credit Period ..... Days

#### 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

#### 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration*

**Part 2(c) – Registered Company:**

Private or public

.....

**3. LIST OF CORPORATE CLIENT CUSTOMERS AND THEIR ADDRESSES, TELEPHONE NUMBERS AND CONTACT PERSON.**

(a) Company .....

Address ..... Tel.....

Contact .....

Person.....Designation.....

(7) Company .....

Address ..... Tel.....

Contact .....

Person.....Designation.....

(7) (c)Company .....

Address ..... Tel.....

Contact .....

Person.....Designation.....

(7) Company .....

Address ..... Tel.....

Contact .....

Person.....Designation.....

(e) Company .....

Address .....Tel.....

Contact

Person.....Designation.....

**4. Financial information**

Name of your

Bankers.....

Bank

Branch.....

Bank Account

No.....

5. Have you previously been providing any services to NEMA?

Yes

No

6. I/We the undersigned state that the above information is correct and that I/We give National Environment Management Authority to seek any other references concerning my/our company from whatever sources deemed e.g company registrar’s office, banks etc.

**Name.....Designation.....**

.....

**Signature.....Date.....**

.....

**Company’s Rubber Stamp.....**

### 3.2 TECHNICAL EVALUATION FORM

The tenderer is expected to complete Part I and Part 3 of this form.

#### PART 1 GENERAL INFORMATION

Tenderers Name.....
Postal Address.....
Telephone.....
.....
Physical Address.....
Tender No.....Description.....

#### PART 2 EVALUATION STAGES

##### Stage 1: Mandatory Requirements

(Tick where applicable in response to the requirements below)

	YES	NO
1. Registration of the Company		
2. Valid Single business permit		
3. Supply of Goods/services on Credit		
4. Valid Tax compliance certificate		
5. Valid AGPO certificate		
6. PIN & VAT Certificate		
7. Dully filled supplier definition form		
8. Certificate of site visit		

**The tenderer must qualify in all the above in order to proceed to Evaluation Stage 2.**

**STAGE 2. Technical Scores**

No	Requirement	% Maximum	% Awarded	Remarks
1.	NHIF Compliance certificate	2		
2.	NSSF Compliance certificate	2		
3.	Insurance indemnity cover	8		
4.	Copy of a valid AGPO certificate	5		
5.	Copy of valid KRA Tax Compliance Certificate	5		
6.	Copy of valid single business permit	5		
7.	Evidence of possession of Electronic Tax Registers (ETR)	5		
8.	Completed confidential business questionnaire	12		
9.	Written confirmation that the client has not been debarred as a supplier, service provider or consultant for goods and services in Kenya	10		
10.	Company profile including management team and board of directors	8		
11.	Business premises	2		
12	Submitted tender documents: <ul style="list-style-type: none"> <li>• Well paged.</li> <li>• Table of contents</li> <li>• Securely bound</li> <li>• clearly marked (original and copy)</li> </ul>	8  (2 Marks each)		
13	Technical Knowledge (Qualified staff etc.)	8		
14	Working tools & equipment	8		
15	Value of Business Firm can handle:-	6		
	Less than Ksh.200,000 - 2			
	Ksh.200,000 to Ksh.500,000 - 4			
	Ksh.500,000 and above - 6			
17	Credit facility:- 30 days - 4 60 days - 6	6		
	<b>TOTAL MAKRS</b>	<b>100%</b>		

**The pass mark is 75%.**

**Financial Evaluation**

The technically qualified bidder with the lowest evaluated price will be considered for award of contract.

**Part 3            DECLARATION (For Tenderers Only)**

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Date

To:

National Environment Management Authority

P.O. Box 67839 – 00200,

Nairobi,

KENYA.

Ladies and Gentlemen,

We, the undersigned declare the following: -

a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.

b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

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**FOR OFFICIAL USE ONLY**

(The team leader of Evaluation Team will make comments below based on the findings about the tenderer).....  
.....  
.....  
.....  
.....  
.....

**ACCEPT THE FIRM**

**REJECT THE FIRM**

**Signature of Team Leader..... Date.....**

**SUPPLIER DEFINATION INFORMATION**

**Tender Name** .....

**Tender Number**.....

1.	Company/Business Name	
2.	Physical location & street	
3.	Post Office Address with code	
4.	Valid Email address	
5.	Active Telephone/Mobile Number	
6.	KRA PIN	
7.	<p><i>Please indicate where applicable, the certificate number and validity period:</i></p> <p>Business Classification and Certificate Number i.e. for reserved categories(AGPO-Group)</p>	
8.	<b>LIST OF DIRECTORS</b>	
	NAME	POSTAL ADRESS
		TELEPHONE ADDRESS

**N/B: This is a mandatory requirement**