



**REPUBLIC OF KENYA**

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING &  
URBAN DEVELOPMENT AND PUBLIC WORKS**

**(State Department for Housing and Urban Development)**

**TENDER FOR  
CLEANING OF BUILDINGS AND COMPOUNDS AND PROVISION OF SANITARY BINS  
AND DISPOSAL SERVICES AT BIMA TOWERS ALONG DIGO ROAD, MOMBASA.**

**TENDER NO. MTIHU/SDHU/ESTATES/038/5/2020-2021**

**TENDER DOCUMENTS**

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P.O. BOX 30119-00100  
**NAIROBI**

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**May 2021**

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## Section A: General Information/Conditions of Contract.

### INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
- i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
- a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
- i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.

## SECTION I – INVITATION TO TENDER

Date \_\_\_\_\_

**Tender Ref No.: MTIHUD/SDHUD/ESTATES/038/5/2020-2021**

**Tender Name Provision of Cleaning and Refuse Disposal Services**

- 1.1 The Ministry of Transport, Infrastructure, Housing & Urban Development and Public Works, State Department for Housing and Urban Development invites sealed bids from eligible candidates for Provision of Cleaning and Refuse Disposal Services.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at procurement office, State Department of Housing and Urban Development Ardhi House, 6<sup>th</sup> floor wing 'B', MTC Secretariat Room during normal working hours or be downloaded from the Ministry's website [www.transport.go.ke](http://www.transport.go.ke).
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the tender box on 6<sup>th</sup> floor, Ardhi House, Nairobi or to be addressed to the Principal Secretary, State Department for Housing and Urban Development, P.O. Box 30119 -00100 Nairobi so as to be received on or before **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m**
- 1.4 Prices quoted should be inclusive of taxes
- 1.5 Tenders will be closed on **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m**, Tender will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Ardhi house, 6<sup>th</sup> floor, conference Room.

**For: PRINCIPAL SECRETARY  
STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Declaration form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 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 150 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15 **Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and 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
  - (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Tuesday 8<sup>th</sup> June, 2021 at 11 a.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**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 8<sup>th</sup> June, 2021 at 11 a.m**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 **Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice

may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders \_\_\_\_\_ in the presence of tenderers' representatives who choose to attend, at ...

**Tuesday 8<sup>th</sup> June, 2021 at 11 a.m** \_\_\_\_\_ of

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 checked and the presence of the same will lead to disqualification in line with Public Procurement and Disposal Act Regulations
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 **Conversion to a single currency**

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

## 2.22 **Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### **(a) Operational Plan.**

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

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

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

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

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

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

**2.23. Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. 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 paragraph 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 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender

security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

### Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

### Appendix to instructions to tenderers

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

#### APPENDIX TO INSTRUCTIONS TO TENDERERS

INSTRUCTION TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERERS
2.1	Providers of Cleaning and Refuse /garbage disposal Services
2.2.2	The bid documents shall be charged Kshs.1,000/- but free for those downloading.
2.4.3	Preference where allowed will be as provided in the Public Procurement and Asset Disposal Act, 2015
2.7.1.b	A firm is eligible to tender and qualified to perform the contract if it meets all mandatory requirements.
2.12.1	The tender security -NONE
2.16.1	
2.18	
2.20	The bidders who will not meet any of the mandatory requirements will be disqualified.
2.20.2	This will be as stated in section 82 of the Public Procurement and Asset Disposal Act, 2015.
2.22.4	The Evaluation of the Tender will be within 30 days.
2.16.3	The bulky tender which will not fit in the tender box will be received in the office of Head of Procurement and must be received in a register.
2.22.1	This will be as stated in the Public Procurement and Asset Disposal Act, 2015
2.11	The mandatory requirements are listed on Page 36. Bidders will be automatically be disqualified from moving to financial Evaluation if they fail to meet any of the requirements
Site Visit	All tenderers should visit the buildings before proposing in order to satisfy themselves with the extent and nature of the buildings, number of staff and human traffic to and from building. Certificate of site visit will be issued and attached in the tender documents.
Garbage Site	The tenderer shall ascertain the location of the nearest garbage dumping site and shall make all the necessary allowances and provision for over-coming any difficulties thereof in his proposal, as no claim for lack of knowledge in this respect will be allowed.
Contact Person	For the purposes of visiting the buildings or any query or clarification regarding this tender, the tenderers are advised to liaise with the Director, Estate Department or his authorized representative at NHIF Parking Complex 5 <sup>th</sup> floor.
Equipment	All personnel must be equipped with the right tools including skips, uniform, hand gloves and any other tools that may be necessary in performing their duties.



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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 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**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	Special conditions of contract
3.6	The performance bond must be issued in the form of bank guarantee must be valid for a period of the contract and shall be 10% of the contract value.
3.9	No contract price shall be varied upwards within twelve months from the date of signing the contract. The price variation will be based on section 139(4) of the Public Procurement and Asset Disposal Act, 2015.
3.14	<p><u>Resolution of Disputes</u></p> <p>Any dispute, controversy or claim between the parties arising out of this contract or the breach, termination or invalidity thereof, unless settled amicably within sixty (30) days after the receipt by one party of the other parties request for such amicable settlement, either of the parties shall refer to arbitrator as per rules and regulations which governs Arbitration in Kenya.</p>
3.18	The contact details are:- The principal Secretary, State Department of Housing and Urban Development, Ministry of Transport, Infrastructure, Housing & Urban Development and Public Works, P.O. Box 30119 – 00100, Nairobi
	<b>ADDITIONAL CONDITIONS</b>
A	No claims will be allowed for travelling or other expenses, which may be incurred by the tenderer in visiting the sites
B	The client shall make regular visits to check whether the works are being executed to its satisfaction. No payment will be made if the works are not carried out as specified.
C	The works are to be carried out during normal working hours from Monday to Friday.
D	<p>The contracted firm shall make arrangements and be responsible at their own cost for the following</p> <ul style="list-style-type: none"> <li>- General transport arrangements for all its personnel to and from the work stations.</li> <li>- Accommodation and workstation offices (if any) for all its personnel and operation</li> </ul>

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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## **A. SCHEDULE OF REQUIREMENTS**

### **1) SERVICES**

The services include comprehensive cleaning services as specified in the Description of Services for a contract period of two years. The contractor shall clean and dispose of refuse/garbage at designated areas by county authorities. The services to be rendered in Bima Towers along Digo Road, Mombasa.

### **2) SCHEDULE OF CLEANING**

Tentatively, the Service provider will be expected to engage in cleaning services on weekdays from 6.30 a.m.- 8.00am in the morning, 1.00 pm-2.pm in the afternoon or the working hours that will be agreed with facility users. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for cleaning activities with weekly / monthly cleaning frequency will however be agreed with the successful service provider. A roster of activities undertaken especially in the washroom should be kept.

### **3) EQUIPMENT AND CLEANING MATERIAL**

The Service provider will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

### **4) STAFF**

The Service provider will be expected to deploy adequate Cleaning staff with capacity to clean all facilities within required timelines

### **5) UNIFORM AND BADGES**

The Service provider will provide the Cleaning staff with uniform and identification badges which they will be required to put on all the times when they are working within the University.

### **6) TERMS AND CONDITIONS OF EMPLOYMENT**

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the labour laws. The State Department will be at liberty to confirm compliance to this from whatever source.

### **7) GENERAL**

#### **Age of employees**

Aged between 21 and 55 years and no gender should exceed two thirds of total employees deployed

#### **Vetting**

The successful service provider should have thorough knowledge of employees' background and must provide certificate of good conduct before engagement

#### **Adequate Personnel**

The service provider should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

## **SECTION VI DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## SECTION VI – DESCRIPTION OF SERVICES

The main objective of this section is to provide sufficient information to enable tenderers prepare their tenders accurately and to the best of their knowledge.

**The contractor shall undertake the following:-**

### 1. Parking and common areas of the building

- (a) Must be cleaned everyday with water and suitable detergents as frequently as need may arise.

### 2. Offices

- (a) Must be cleaned everyday with water and suitable detergents as frequently as need may arise.
- (b) All carpeted offices shall be hovered frequently as need may arise, in any case not less than twice a week.
- (c) Sofa sets, window glasses and office equipment shall be cleaned daily.
- (d) Areas with timber floor boards, cement screed and tiles
  - Daily sweeping and mopping using necessary detergent
  - Machine scrubbing and polishing weekly

### 3. Washrooms

Toilets shall be cleaned every two hours on a daily basis. A job card shall be signed every two hours

#### a. Floors

- Daily cleaning of floors & machine scrubbing at least two times a day OR "as and when required" whichever is most appropriate for the reigning circumstances using necessary detergent and materials.
- Polishing & stripping on weekly basis
- Ensure that floors are always dry

#### b. Sinks, toilet bowls, & seat bidets:

- Scrubbing with brush twice daily using necessary detergent and materials  
Disinfecting twice daily including all hand touch facilities
- Flush all soap dispensing units once weekly
- Cisterns to be cleaned once a month with due care
- Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly
- Any System failure causing leakage/spillage of water in any of the areas to be reported to the user in charge immediately

#### c. Toiletries

Daily supply of hand washing soap & urinal naphthalene coloured balls in the urinals as and when required.

#### **4.Reception Areas**

Daily sweeping and mopping as and when required using necessary detergent and materials Machine Scrubbing and polishing weekly

#### **5.Partition walls and ceilings**

Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers once weekly

#### **6) Windows, Window Latches and Grilles**

Accessible windows are to be dusted once daily and cleaned weekly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with project manager.

#### **7) Kitchen**

- Daily sweeping and mopping using necessary detergent and materials Scrubbing with suitable brushes
- Stripping & polishing weekly

#### **8) Furniture –desks & tables**

- Dusting and damp wiping daily
- Dusting and damp wiping telephones & computers daily Disinfecting telephone handset daily

#### **7) Sanitary Bins**

Provision of Automatic Foot Peddled Sanitary bins at designated areas and to be emptied daily.

#### **8) Air fresheners**

Provision of automatic Air fresheners and their dispensers and refilling them when necessary

#### **10) Emptying of waste paper baskets.**

Litter bins shall be emptied/replaced as frequently as need may arise, in any case not less than twice a week.

Refuse/garbage shall be collected from offices and disposed off conveniently, as designated by the county authorities.

#### **11) Residential areas**

- (a) Cleaning of compounds and estate roads frequently as need may arise. All litter will be piled together for weekly collection and disposal
- (b) Lawn mowing of grass frequently as need may arise
- (c) Provide bin bags to every household once a week
- (d) Refuse/garbage shall be collected from offices and disposed off conveniently, as designated by the county authorities.

#### **12) Regular Monitoring & Evaluation**

The service provider will liaise with user with the user and project manager on deliverables that will be evaluated monthly before invoicing.

**A. MANDATORY REQUIREMENTS- listed as below**

- 1) Must be registered with the Registrar of Companies and other relevant bodies (proof of registration is required) Must be registered by Nairobi City county (proof to be attached)
- 2) Valid Tax Compliance certificate
- 3) Pin Certificate
- 4) Valid Trading License/ Current business permit from the relevant Local Authorities
- 5) Correctly fully filled & signed confidential business questionnaire.
- 6) Audited accounts for the last three years.
- 7) Site visit filled and signed by MTHUD representative
- 8) Must have proven experience in cleaning services (attach letters of recommendation from three (3) reputable clients
- 9) Proof of running contract in cleaning services
- 10) Register of vehicles, equipment, plants and management staff (copies of log books and Plants, etc. must be attached).
- 11) Compliance to NSSF (attach copy of compliance certificate/latest payment receipts).
- 12) Compliance to NHIF (latest payment receipts)
- 13) The firm must have a physical address and an administrative office- (Attach a current lease agreement from landlord, water or electricity bill)
- 14) Provide **1 ORIGINAL** copy of the tender document clearly **marked original** and **3** other copies marked **COPY** all placed in one envelope

**Note: Bidders will automatically be disqualified from the next stage of evaluation if the mandatory requirements are not met. The tender document shall be properly bound and clearly paginated. The above mandatory requirement documents must be arranged in the order above. That is valid Trading licence must be on top and followed by proof of registration. The last document will be certificate of site visit.**

## **7 EVALUATION CRITERIA**

### **TENDER EVALUATION CRITERIA**

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

- 2.20.6 Mandatory Requirements Evaluation.
- 2.20.7 Technical Evaluation.
- 2.20.8 Financial Evaluation.

### **DETERMINATION OF RESPONSIVENESS**

#### **STAGE 1-MANDATORY REQUIREMENTS EVALUATION**

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

The mandatory requirements for this tender are:-

- a. Copy of Business registration/ Incorporation
- b. Copy of PIN/VAT registration certificate
- c. Copy of current and valid Tax compliance certificate

- d. Copy of registration certificate with NEMA / - Confirm if there's any registration of waste handlers
- e. Valid practicing license

*The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender*

***The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further***

## **STAGE 2 - TECHNICAL EVALUATION**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the **STANDARD FORMS** considered in this section shall be as shown below

**TABLE 1**

Item	Description	Point Scored	Max. Point
1	Tender Form		5
	Completely filled ----- 5		
	Partially filled ----- 3		
2	Not filled ----- 0		5
	<b>Confidential Business Questionnaire Form.</b>		
	Completely filled and stamped----- 5		
3	Partially filled ----- 3		5
	Not filled ----- 0		
	<b>KEY PERSONNEL (ATTACH EVIDENCE)</b>		
4	<b>Director/ Owner of the firm</b>		5
	Holder of degree in relevant field----- 5		
	Holder of diploma in relevant field----- 3		
5	Holder of certificate in relevant field----- 2		5
	No relevant certificate ----- 0		
	<b>Project Manager - At least a degree/diploma in relevant field</b>		
6	With over 5 years relevant experience----- 5		5
	With over 3 years relevant experience ----- 3		
	- 3		
7	With under 1 year relevant experience ----- 1		5
	No experience or no Project Manager ----- 0		
	<b>EXPERIENCE OF THE FIRM</b>		
8	<b>Contract completed/ongoing in the last Five (5) years</b>		25
	<b>Above 5million Kshs. in contract value per annum (Max of consideration of 5 No. Projects)</b>		
	Project of similar nature, complexity and magnitude <b>5 marks for each contract completed</b>		
9	Project of similar nature & complexity but lower value <b>2 marks for each contract completed</b>		25
	No completed project of similar nature or value - <b>0 marks</b>		
5	<b>Schedule of contractors equipment and transport</b>		15
	<b>(proof or evidence of ownership/ leasing agreement)</b>		
	Means of transport or <b>relevant</b> vehicles -----	15	

5	<b>Schedule of contractors equipment and transport</b>		
	<b>(proof or evidence of ownership/ leasing agreement)</b>		
	Means of transport or <b>relevant</b> vehicles -----	15	15

	No means of transport or <b>relevant</b> vehicles ----- 0		25
	<b>For each specific equipment required in the</b> Work being tendered for. e.g. Lawn Mower, Brush cutter, wheelbarrows, Specific equipment (maximum consideration of equipment 5No. -- 2 Specific equipment (maximum consideration of equipment -- 0		10
<b>6</b>	<b>FINANCIAL STATEMENTS</b> <b>Audited financial report (last three (3) years)</b> Turn over greater or equal to 5 times the cost of the project -- 10 Turn over greater or equal to 3 times the cost of the project --- 6 Turn over greater or equal to the cost of the project ----- 4 Turn over below the cost of the project ----- 2 No audited financial reports ----- 0		<b>10</b>
<b>7</b>	<b>Evidence of Financial Resources</b> <b>(cash in hand, lines of credit, over draft facility etc )</b> <b>(provide bank statements of the last 1 year)</b> Has financial resources above the cost of the project----- 10 Has financial resources equal to the cost of the project----- 6 Has financial resources below the cost of the project ----- 4 Has not indicated sources of financial resources ----- 0		<b>10</b>
<b>8</b>	<b>Litigation History</b> Duly filled, signed and stamped.....5 Duly filled NOT signed or stamped or vice versa.....3 Not duly filled, signed or stamped.....0		<b>5</b>
<b>9</b>	<b>Sanctity of the tender document</b> Having the document intact, neat, logically arranged and well- Presented.....5 Having mutilated, modified, illogically arranged i.e. no page dividers etc. and disorganized.....0		<b>5</b>
	<b>TOTAL</b>		<b>100</b>



**ANY BIDDER WHO SCORES 70 POINTS AND ABOVE SHALL BE CONSIDERED FOR FURTHER EVALUATION**

**FINANCIAL EVALUATION**

- **Documents will be checked for any arithmetical errors and any documents with arithmetic errors will be disqualified in line with the PPDA regulations.**
- The lowest evaluated bid will be awarded subject to adherence to guiding regulatory principals

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization for m should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Price Schedule
2. Form of Tender
3. Contract form
4. Site visit certificate
5. Confidential Questionnaire form
6. Tender security form
7. Performance security form
8. Bank guarantee for advance payment
9. Declaration form

## Pricing Schedule

Cleaning of Offices and washrooms; garbage disposal and provision of sanitary bins including disposal services

### a. Bima Towers Mombasa

	Building space and service description	Main Floor Finish	Approx. Floor Area	Lumpsum Rate per Month	Amount per Annum
1.	<b>OFFICES</b> 1. Mopping, dusting tables, books and bookshelves. Polishing table and fabric seats, disinfecting headsets- <b>Daily</b> 2. Dusting walls - <b>Once a week</b> 3. Removal of cobwebs <b>Once a week</b>	Ceramic Tiles			
2.	<b>COMPOUND</b> Cleaning of Parking and Garbage collection and disposal - <b>Daily</b>		(0.5 Acres)		
3.	<b>WASHROOMS in one block</b> - Mopping, scrubbing, dusting- <b>Daily</b> - Removal of cobwebs <b>Twice a week</b> - Disinfecting the washrooms- <b>Daily</b> - Cleaning the walls, doors, windows, urinals, hand sinks, water taps, door handles- <b>Daily</b>	Ceramic Tiles			
3b.	<b>Sanitary bins</b> Provision of Automatic Sanitary bins at designated area standard size; Foot Peddled; Mild and appealing perfume; Movable/portable bins; <b>To be serviced twice per month</b> Complete with Instructions manuals		3 Number		
	Bima Towers Mombasa – Bima Tower annex office and Main towers’ Circulation area and Washrooms	Ceramic Tiles	Approximately 21,653 Sq Feet		
	Bima Towers Mombasa - Compound Cleaning of car Parks ✓ Cabbage collection and disposal		Approximately 0.5 Acres)		
	<b>Driveways, Parking bays and</b>				

<b>walkways</b>				
parking areas will be maintained by <b>daily</b> collection of litter and regular filling of potholes in murrum as necessary . Paved driveways and parking bays will be maintained by collecting of any litter daily and sweeping at least twice in a week				
<b>Subtotal TOTAL</b>				
<b>Add VAT</b>				
<b>Grant Total per Month and Per Year</b>				

# FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## **Service Level Agreement**

The terms in this service level agreement will be used in administration of the contract during the project execution phase.

### **1.0 Introduction**

The parties to this Service Level Agreement are State Department for Housing and the Outsourced Service Provider. This Service Level Agreement and the Specification, Commitments and performance indicators Incorporated within it shall be binding on all parties. The Specifications shall be implemented to their full extent by the Service Provider.

Notwithstanding the binding nature of the Service Level Agreement, it shall as required by the regulatory or legal obligation or as the need arises, be subjected to Internal and external scrutiny and audit by the State Department best value service review and continuous Improvement.

### **2.0 General Specification and Conditions**

#### **2.0.1 Inspection of Locations –**

Service provider shall be held to have examined all the locations specified herein where work is to be performed, and become satisfied as to the existing conditions under which a service provider will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contract, for any negligence on their part.

#### **2.0.2 Project Manager**

The Director of Estate department or his designated representative shall be the Project manager and he/she will coordinate activities, audit billings, oversee schedules, approve payments and generally be responsible for overseeing the execution of the contract. The user department representatives will assist the director estates in daily monitoring of service providers tasks and complete the monitoring tool accordingly.

### **Monitoring**

Monitoring of the standards set out in the specifications incorporated herein shall be undertaken by the following methods:

#### **Service Provider Monitoring**

The Service Provider shall have in place an approved system of self-monitoring that ensures that the standards set out in the Service Level Agreement and specifications are maintained throughout the duration of the agreement and across its entirety.

#### **State Department Monitoring**

The Estates Department through the project Manager and respective Users shall utilize an in-house monitoring system / for Cleaning of premises in order to cross-check the service provider's returns.

### **Non-conformance**

Where any of the above monitoring methods indicate the non-completion of scheduled or other work – a non-conformance – the Service Provider shall be informed immediately either by official correspondence, monthly review meetings, emails, phone calls or by personal communication with the Service Provider's staff on ground for immediate remedial action to be taken.

These communications shall be recorded as a non-conformance in the monitoring register or tool indicating the cause of non-conformance, its location and date, and method of communication and time/date of contact with the Service Provider.

The Service Provider shall on receiving such a communication

bring the works into a complaint standard – a rectification – within 5-10 days of notification (unless or otherwise elsewhere in the specification) without penalty,

the rectification shall be duly noted in the monitoring register, and surcharges made as appropriate,

**Or**

The Service Provider shall give an explanation that if accepted as reasonable by the project manager standards, shall result in the non-conformance being rectified by a mandatory compliance date, also recorded in the monitoring register, without penalty and payment made as appropriate.

### **Deduction of Payment**

Failure to rectify a non-conformance as set out in these protocols – that is within 5-10 days or by the mandatory compliance date – will result in deduction of payment to the Service Provider equivalent to the quantity and value of the works on the given occasion as set out in the tendered rates, frequencies and schedules of the service, plus any reasonable administration charges associated with the non-conformance.

For the sake of clarity, deduction of payment shall be based on the measurement unit of the non-conforming task (square or linear meters or number of items) multiplied by the unit rate given in the pricing schedules for each occasion.

### **2.0.3 Cancellation / Termination Option**

The State Department reserves the right to cancel the contract by giving thirty (90) days written notice to the service provider. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice. The service provider may cancel the contract by giving the State Department (90) thirty days written notice of such intention.

All notices are effective upon the date of receipt.

### **2.0.4 Change and/or Contract Modifications**

The State Department reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence. Changes of any nature after contract award, which reflects an increase or decrease in requirements of cost, shall require a written change of service to be issued by the Project manager.

### **2.0.5 Laws and Regulations**

The service provider shall keep himself/herself fully informed and comply with all local, state, laws and regulations.

Any permit, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the service provider to the relevant authority.

### **2.0.6 Protection of Property**

The service provider shall be responsible for protecting and preserving from damage any and all facilities which are adjacent to the area where the work is being performed. If any damage is done, it shall be made good to approval of the project manager at no cost to the State Department.

### **2.0.7 Time and Progress**

It is understood and agreed that “time is of the essence,” in respect to the work contemplated herein, and the service provider agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time. Service provider must have equipment and personnel capable of finishing entire area of contract within stipulated time schedules/ frequency.

### **2.0.8 Equipment and Materials, Inspection and Liability**

The Project Manager shall have the right to inspect all equipment and materials including detergents which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with the requirements of this contract may be rejected.

### **2.0.9 Safety Equipment, Proper Clothing, and Appearance**



All personnel working on cleaning shall be responsible for wearing safety equipment requirements and proper clothing and have identification badges All personnel shall maintain a clean and neat appearance.

#### 2.0.10 Scope of work and separation of responsibilities

##### **Service provider general responsibilities and requirements**

The service provider shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.

##### **Resources, Materials and Planning**

The Service Provider will be absolutely responsible for the timely planning, management and administration of the service, ordering of all materials, execution of and conformance with all works in a safe and legal manner, bearing of all costs, fully resourcing with office, storage, staff, tools, monitoring of and reporting on the service, and rectification of any damage caused due to its own or its employees' actions, for the entire service as set out in this specification.

The service provider will draw water for cleaning from client sources. However, in the event of water scarcity/ unavailability, the service provider will make own arrangements for supply of water for cleaning at no charge to the client.

This clause applies comprehensively to the entire service level agreement and specification for the whole service throughout its duration unless otherwise authorized by or amended through the change control mechanism.

##### **Liabilities**

The Service Provider shall be absolutely responsible and liable for the cost and completion of any rectification works and replacement materials or plants required as a result of its negligence, poor practice or failure to comply with any term, condition or standard within the Specification. Under no circumstances shall the client be responsible for any theft, vandalism, or damage to the service provider's equipment due to obstacles encountered during the work to be performed under this contract.

#### **2.0.11 Method of Payment**

The completed work will be paid for at the contract unit price for the contract items, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete the work described therein.

The service provider shall furnish an invoice in duplicate, for services rendered every month. The billing shall contain, if applicable, adjustments for additions, deletions or change in service. The User Department will pay the billed monthly amount in accordance with bid rate. Payments will be processed immediately after receipt of duly submitted invoice but receipt of payments by service provider may be delayed due to accounting procedures.

**CLEANING SERVICES CONTROL CARD (To be used in monitoring)**

Month of..... Dept/Building.....

Task	Frequency of Delivery Expected	Actual Frequency of Delivery	Performance Measure ( Excellent[1] Good [2] Satisfactory[3] Poor[4])			
			Week 1	Week 2	Week 3	Week 4
<b>OFFICES</b>						
Mopping, dusting tables, books and bookshelves. Polishing table and fabric seats, disinfecting headsets	Daily					
Dusting walls	Once a week					
Removal of cobwebs	Twice a week					
Hooving carpeted areas	Once a week					
Shampooing the carpets	Quarterly					
Scrubbing terrazzo, PVC, ceramic tiles floors with machine	Quarterly					
<b>WASHROOMS</b>						
Mopping, scrubbing, dusting	Daily					
Removal of cobwebs	Twice a week					
Disinfecting the washrooms	Daily					
Cleaning the walls, doors, windows, urinals, hand sinks, water taps, door handles	Daily					
Sanitary Bins provided and serviced as required						
<b>GENERAL CLEANING OF THE BUILDING</b>						
External Corridor	Weekly					

**Monthly Comments By User representative/ Supervisor**

.....  
 Name:.....Signature.....Date.....

**Monthly Comments by Service Provider's Representative**

.....  
 Name:.....Signature.....Date.....

**Monthly Comments by County Director/ Representative**

.....  
 Name:.....Signature.....Date.....

**Provisions and standard of service.**

## **SITE VISIT CERTIFICATE**

This is to certify that (IN BLOCK LETTERS)

Name:.....

Cell Phone No:.....

Email:.....

Being the authorized representative of (IN BLOCK LETTERS)

M/S [Firm/Company].....

Official Tel No.....

Official Email:.....

Participated in the organized inspection visit of the site of the works  
for:.....

Held on..... Day of..... 20.....

Signed.....  
(Employer's Representative)

.....  
(Name of Employer's Representative)

.....  
(Designation)

**NOTE:**

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General:

Business Name .....

Location of business premises

.....

Plot No.

.....**Street/Road**.....

Postal Address..... Tel. No. ....

Nature of Business

.....

Current Trade Licence No.....

Maximum value of business that you can handle at any one time. Kf .....

Name of your bankers .....Branch.....

Are an agent of the Kenya National trading Corporation? **YES/NO** .....

Part 2 (a) – Sole proprietorship :

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

### Citizenship details

.....

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1. ....

2. ....

3. ....

4. ....

Part2 (b) – Partner ship

Give details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....  
3.....  
4.....

Part 2 (c) - Registered Company  
Private or Public .....

State the nominal Kf  
.....  
Nominal Kf .....  
Issued Kf .....

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

**Part 2 (d) Interest in the Firm:-**

Is there any person/Person in **the State Department for Housing** ...(Name of Employer)  
Who has interest in this firms? Yes/No..... (Delete as necessary).  
I certify that the above information is correct.

.....  
(Title) (Signature)

Date ..... Signature of Tenderer .....

If Kenyan Citizen, indicate under "Citizen Details" whether by Birth, Naturalization or Registration.

## TENDER SECURITY FORM

Whereas .....[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.*

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called " the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of

the contract in an amount

of .....

[amount of guarantee in figures and words].

We,the .....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... ( Name of the  
Procuring Entity) of  
.....dated the...day of .....20.....in the matter of  
T ender No.....of  
.....20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s),  
of ad dress: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement  
Administrative Review Board to review the whole/part of the above mentioned decision on the following  
grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- et
- c

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary