

REPUBLIC OF KENYA



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

STATE DEPARTMENT FOR SHIPPING AND MARITIME

P.O. BOX 52692-00100

NAIROBI

TENDER NO. MoTIH&UD&PW/SDMS/001/2020-2021

**FOR PROVISION OF PROFESSIONAL CLEANING AND SANITARY SERVICES
AT MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING URBAN
DEVELOPMENT AND PUBLIC WORKS (STATE DEPARTMENT FOR SHIPPING
AND MARITIME- NSSF BUILDING, SECURITY HOUSE NAIROBI 8TH - FLOOR)**

ISSUING DATE: 15TH SEPTEMBER, 2020

CLOSING DATE: 30TH SEPTEMBER, 2020

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SECTION I – INVITATION TO TENDER

Date: 15/9/2020

TENDER REF NO. MOITED/02/2020-2021 FOR PROVISION OF PROFESSIONAL CLEANING AND SANITARY SERVICES AT MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR SHIPPING AND MARITIME HEADQUARTERS SOCIAL SECURITY HOUSE (NSSF) NAIROBI.

- 1.1 The **MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING AND URBAN DEVELOPMENT (State Department of Shipping and Maritime)** invites sealed tenders from eligible candidates for the **Provision of professional cleaning and sanitary services** at the Ministry of Transport Infrastructure Housing and Urban Development (State Department for Shipping and Maritime) Headquarters, Social Security House (NSSF Building), Nairobi.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Head, Supply Chain Management Office, Ministry of Transport Infrastructure Housing and Urban Development on the 8th floor NSSF Annex Social Security Building, Nairobi, Bishops Road, during normal working hours.
- 1.3 Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for a period of **120** days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at 8th floor NSSF Annex, Social Security Building, Nairobi, Bishop Road or be addressed and posted to:
- 1.5.1.5

**MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING URBAN DEVELOPMENT
AND PUBLIC WORKS
STATE DEPARTMENT FOR SHIPPING AND MARITIME
P.O. BOX 52692-00100**

NAIROBI

- 1.6 So as to be received on or before **30th September, 2020 at 10.00.am. East African Time.** Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at NSSF Building Annex 8th floor at 10.00 a.m.

**Head / Supply Chain Management Services
For: Principal Secretary**

SECTION I: 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.
- 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 be KShs 1,000/= if the hardcopy document is issued to the interested firm. However, no fee will be charged if the interested bidders download the tender document from the website.**
- 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

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.

2.5.1. 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

- 291 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.
- 292 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 293 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.
- 294 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

295 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 of **KShs. 100,000** from a reputable Bank or Insurance Company.

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) Such insurance guarantee approved by the Authority.

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days. 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 **30th September, 2020 at 10.00am.**”

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 above no later than **30th September, 2020 at 10.00 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 no 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, on **30th September, 2020 at 10.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.3 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;

2.22.5 The tender evaluation committee shall evaluate the tender within 21 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** Prior to the award, 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 through **due diligence on the responsive firms**.
- 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 tenderers 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

- 2.243 Subject to paragraph 2.24 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 through due diligence.
- 2.244 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. However, the procuring entity shall have the 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.
- 2.245 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. 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, 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 award of the Contract, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 Otherwise, 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 fourteen (14) 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.

SECTION II 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 thirty (30) 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) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 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.

3.132 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 it's 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 III: SPECIAL CONDITIONS OF TENDER

4.1 Special conditions of tender shall supplement the instructions to tenderers, wherever there is a conflict between the Special conditions of tender and the instructions to tenderers, the provisions of the Special conditions of tender, herein shall prevail over those in the instructions to tenderers.

1. Tenderer must submit a Bid Bond of the **Kshs. 100,000** from a **reputable Commercial Bank or an Insurance Company approved by PPRA, valid for 150 days** from the tender closing date and must accompany the tender document. **Should the tender security be less than the amount and validity period stated above, this will lead to automatic disqualification.**
2. Human and environmentally friendly cleaning products to be used
3. Prices quoted must be **Net and in Kenya shillings** and be inclusive of all government taxes and must remain valid for **120** days from the tender closing date and time.
4. No Tender document will be accepted **after** the official closing time as specified on the advertisement.
5. Valid KRA tax compliance certificate
 - a. Bank reference letter
 - b. Insurance Certificate for the Employees (WIBA, Public liability) – at least 10 Employees
 - c. A copy of the latest payroll for the employees to be deployed – at least 10 Employees. **(Bidders who pay their employees below the required statutory minimum wages as stipulated by the Labour Act will be disqualified.)**
 - d. A copy of NHIF and NSSF deduction for the employees for at least 10 Employees
 - e. Current Certificate of good conduct for the 10 employees to be attached to carry out the services
6. Tenderers to quote for all the services per month as indicated on the price schedule
7. Bidders should also provide the following information: -
 - a. Number of Employees to be deployed
 - b. Materials and Equipment to be used
 - c. Statement of Experience in Cleaning Services (attach evidence).
 - d. Operational Plan
8. The ministry shall conduct site visit on the three (3No.) lowest Tenderer's who are technically responsive by visiting their premises.

The criteria will be to:

 - Confirm the financial capacity and capability of the firm (the personnel & equipment).
 - Confirm the authenticity of the documents provided
 - Confirm the premises/physical location.
 - Confirm previous performance.
 - Other relevant statutory documents
9. **Site visit is a must for all bidders and the site visit certification form must be filled**

10. The Tenderer will automatically be disqualified where false or fraudulent Information is given.
11. **Tenderers must submit both filled original and copy of the bid tender documents, failure to submit the two documents (i.e. the original and copy) shall result to disqualification of the tenderer.**
12. **Tenderers should note that no substitution, alteration, change of format or modification to the standard tender document is allowed.** Tenderers are only allowed to add other relevant additional information to the tender documents. **Any tenderer who does not adhere to this condition will automatically be disqualified.**
13. Tenderers must complete the following
 - a. **Form of tender- fill, sign and stamp**
 - b. **Confidential business questionnaire form- fill, sign and stamp**
14. As part of the assessment of capability and capacity of Tenderers to perform the contract, the Tenderer should furnish with us with (provide evidence):
 - i. A list of equipment and machines under his possession
 - ii. Firm past experience /capability in Provision of Cleaning Services.
 - iii. The copies of valid insurance certificate and current Certificate of good conduct of personnel dealing with Provision of Cleaning Services
 - iv. Any legal document under the tenderer’s possession from the relevant governing authority to carry out the business of Provision of Cleaning Services
15. As part of assessment of financial capability the Tenderer is required to provide a bank credit reference letter, from the respective bank clearly stipulating the line of credit (Overdraft facilities) accessible to a bidder, and credit worthiness or any other relevant information.
16. The Tenderers must give in writing a guarantee that they will be capable of Provision of Cleaning Services within the specified time/date.
17. Relevant forms (as stipulated in section VIII, standard forms) must be completed.
18. Tenderers may be required to carry out a practical demonstration during tender evaluation stage prior to award of tender.
19. Storage facilities at the building if required will be provided to the contractor by the caretaker.

I/We hereby certify that I/We have read the Special Conditions of Tender (Section IV), confirm that I/We have understood and I/We shall abide by them.

Tenderer.....Date.....

Signature.....Official Rubber stamp.....

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

1. Payments shall be made after every three months, only after satisfactory provision of service.
2. **Failure to comply with contractual terms, the performance security will be forfeited to the government.**
3. **The contract will be valid for one (1) year effective from date of contract signing.**

EVALUATION CRITERIA

Evaluation shall be carried out in four stages namely preliminary examination of documents for conformance with mandatory requirements, technical evaluation, site visit and commercial evaluation.

Stage One: Preliminary Examination

- Preliminary Evaluation under special condition of the tender. These are mandatory requirements.

This shall include *confirmation* that a bidder has complied with the special condition of tender and *Submission and confirmation* of the following: -

- A. Tender Security- Checking its validity, authenticity, whether it is issued by a **reputable Commercial Bank or an insurance company approved by PPRA**, whether it is strictly in the format required in accordance with the sample Tender Security Form and examine its sufficiency.
- B. Confidential Business Questionnaire fully filled and stamped.
- C. Tender Form duly completed, signed by authorized person and stamped.
- D. Tender is valid for the period required.
- E. Valid Tax compliance certificate from Kenya Revenue Authority and search from Registrar of Companies (CR12).
- F. Registration Certificate or Certificate of Incorporation
- G. Bank reference letter for the company
- H. Valid Insurance Certificate for the 20 Employees
- I. Current Certificate of good conduct for the 20 employees to be attached to carry out the services

Failure to meet any one of the above requirements shall lead to automatic disqualification.

Stage Two: TECHNICAL EVALUATION (70 MARKS)

1. State the number of years you have been involved in provision of cleaning services (Attach documentary evidence)

(0-2) years	-5marks
(2-7) years	-10marks
(over 7 years)	-15marks

2. State any building where you have provided cleaning services (Attach documentary evidence)

(1) building	-5marks
(2-3) buildings	-10marks
(3 and above)	-15marks

3. State the number of employees with Valid Insurance Certificate, Current Certificate of good conduct, NHIF and NSSF numbers. (Attach documentary evidence)

(11-20) Employees	-5marks
(Over 20 Employees)	-10marks
4. A work scheme specifying the daily or other periodic frequency with which the contractor intends to execute the main task for each area or surface relating to the service to be contracted. -5marks
5. An organizational chart indication to Manpower strength. -5marks
6. State Materials and Equipment to be used -5marks
7. An illustration of how the equipment will be deployed in relation to specific areas/surface of the service to be contracted -5marks
8. Indicate the number of employees proposed to be deployed in the tender for provision of professional cleaning services. -10marks

Pass mark for technical evaluation is 50/70 marks

Stage 3 Commercial Evaluation

Bids that pass the above three (3) stages shall be compared on the basis of unit prices quoted and the lowest priced will be considered lowest evaluated bid and subsequently recommended for award. **Prevailing market prices will be used to determine the responsiveness of the bidders.**

Stage Four: Site Visit

The evaluation committee will visit the premises of the three lowest bidders who are responsive to the above evaluation to verify the authenticity of statutory document submitted; ascertain the accuracy of the information given in the tender documents. The payroll will be inspected.

The Tenderer will be automatically disqualified where:

1. false or fraudulent Information is given

SECTION V: SCOPE OF SERVICES

1.0. CLEANING OF THE BUILDING: -

- Work Specification
- Standards.

The contractor will be required to maintain the highest standards of the cleanliness and decorum as is applicable to the MINISTRY OF TRANSPORT INFRASTRUCTRE URBAN DEVELOPMENT AND PUBLIC WORKS, to the satisfaction of the Principal Secretary or his representative and for this purpose his obligations will at a minimum include the following: -

- To remove all rubbish, dirt, stains, spill or foreign object on or around the surface and to ensure that they are free of any blemish.
- To ensure that all areas are free from any foul or unpleasant odours.
- To ensure that all polished or smooth surfaces retain their original gloss.
- To provide toilet accessories including,**

s/no	Item Description	QTY	Remarks
1	sanitary bins	5	To be changed weekly
2	hand- washing soap	OQ	60 Pers.
3	hand and air sanitizers	OQ	60 Pers.
4	disinfectants	OQ	60 Pers.
5	paper hand towels	OQ	60 Pers.
6	urinal naphthalene colored balls of high quality	OQ	60 Pers.

NB:OQ-Optimal Quantity for 60persons

- To collect and dispose of all rubbish, dirt, waste materials or refuse to places designated for this purposes.
- To clean and empty dustbins.
- To check the working conditions of drains and report to the designated officer any fault for rectification.

1.1. MAIN TASK

The main task will therefore at a minimum include the following: -

- Sweeping
- Dusting
- Washing
- Scrubbing
- Mopping
- Polishing
- Vacuuming
- Provision and ensuring maintenance of general cleanliness.

1.2. SPECIAL SPECIFICATIONS

- i) PVC Tiled floor**
All tiled floor area shall be kept clean at all times, and should remain polished all the time.

- ii) Partitioning and windows**
The walls, tiling and fixtures to be maintained to their original glitter.

1.3. GLASS PARTITIONS/WINDOWS

All glass partitions shall be kept clean with an appropriate detergent at all times.

1.4. CARPETS

The contractor shall be expected to vacuum clean all carpets daily were applicable.

1.5. VIP LOUNGES

VIP lounge shall be cleaned every day and polished as necessary.

NB: all vacuum cleaners' machines should be of low noise motors.

DETERGENTS:

The contract should ensure to use detergents that have been proven to be user friendly as well as environmental friendly sourced from reputable organizations such as Henkel, Johnson's Wax East Africa Ltd., Safi Products, Diversy Lever among others.

WORKERS:

The contract shall employ workers who are well trained and have quality experience in cleaning and general maintenance of inside and outside of buildings.

IDENTIFICATION:

The contractor's workers shall at all times wear their uniforms and staff identification cards bearing their names while within the precincts of NSSF Building.

TIME SCHEDULES:

All contractor's workers shall be reporting at Social Security House, Nairobi at the agreed times and as from time to time as directed by the caretaker.

No workers shall be allowed to idle at Social Security House Nairobi at any time.

**SECTION VI – SCHEDULE OF REQUIREMENTS
PRICE SCHEDULE FOR CLEANING AND SANITARY SERVICES**

	Floors to be cleaned/square feet
1	NSSF ANNEX 8th FLOOR (Whole Floor)

Total Gross monthly costs = KShs

ANNUAL COST

The Annual Estimated cost for the above Services, will be KShs.

PRICE SCHEDULE FOR FUMIGATION SERVICES (optional) - AWR

Total Gross cost=Kshs.....

The Floor Space of the premises is as detailed below: -

- Area- approximately 6858sq.ft
- The offices (approximately 45no.) are on the entire floor of 8th floor of the NSSF ANNEX building
- Two lifts, staircase and fire escape staircase serve the floor.
- Acoustic ceiling covering the entire floor
- Procelene tiles covering 90% of the floor
- There are common toilets at each end
- Glass windows
- Aluminum portioning

FOOTNOTES

Cleaning of non-carpeted areas, includes thorough general daily cleaning, scrubbing, dusting and mopping of floors, doors, skirting, windows and walls.

CARPET AREAS

Should involve daily hoofing and periodical thorough cleaning, treatment and shampooing (every 3 months).

REMARKS

The above services will involve, the application of the right chemicals and detergents, procedures and utilizing the required equipment, skilled and enough workforce.

The following schedule **MUST** be completed

ITEM	BRAND NAME
Cleaning Detergent	
Air sanitizers	
Disinfectant	
Paper hand towels	
Disposable masks	

Signature of tenderer _____

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

SECTION VII: SITE VISIT CERTIFICATION FORM

I(Name of client/client representative) of
.....(Name of Department)

Do hereby certify that
(Name of tender/tenderers representative)

Of(Name of bidding firm
and address)

Have actually visited the site for the proposed -----

(Name of proposed works for which bids are invited)

This day of month 2020

Signature

Official stamp

DECLARATION (BY TENDERER)

I(Name of tenderer)

Do hereby declare that I have visited site for the proposed services and that I am satisfied

With the information gathered and verified the area to be covered.

Signature

Date

Official Stamp.

Note: -failure by any tenderer(s) to have this form duly filled will be ground for rejection of the tender

SECTION VIII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of.....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 _____ 2020

[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate and stamp			

TENDER SECURITY FORM

Whereas.....(*Name of the tenderer*) (hereinafter called “the tenderer” has submitted its tender dated..... (*Date of submission of tender*) for the(*Name and/or description of the tender*) (Hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WEof (Name of Insurance Company) having our registered office at..... (hereinafter called the “the Guarantor”), are bound unto.....(*Name of Procuring Entity*) (hereinafter called “the Procuring Entity”) in the sum of.....(*Currency and guarantee amount*) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this _____ day of _____ 20_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers; or
- 2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity; and
- 3. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with 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 its 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 upto and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Guarantor not later than the said date.

(Date)

(Signature of the Guarantor)

(Witness)

(Seal)

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

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