



KENYA RURAL ROADS AUTHORITY

PROVISION OF CLEANING SERVICES AT KeRRA HEADQUARTERS

TENDER NO: KERRA / 011/38/36/2017/2018

NOVEMBER, 2017

**THE HUMAN RESOURCE MANAGER
KENYA RURAL ROADS AUTHORITY
P.O. BOX 48151 – 00100
NAIROBI.**

**THE DIRECTOR GENERAL
KENYA RURAL ROADS AUTHORITY
P.O. BOX 48151 – 00100
NAIROBI.**

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SECTION I – INVITATION TO TENDER

TENDER REF NO: KeRRA / 011/38/39 /2016/2017

TENDER NAME: PROVISION OF CLEANING SERVICES AT KeRRA OFFICES

Kenya Rural Roads Authority invites Request For Proposals from Special Groups (Youth, women and People with Disabilities) owned enterprises duly registered with the National Treasury, pursuant to the Public Procurement & Disposal (Preference & Reservations) Regulations, 2011 for the provision of cleaning services at KeRRA Headquarters for the period of two years.

Interested Bidders may obtain further information and inspect the tender documents from the Procurement Office, Blue shield towers 5th Floor, Hospital Road, Nairobi during normal office working hours(08:00 to 17:00 hours Mondays to Fridays). Bidders may also view and download the bidding document free of charge from KeRRA website: www.kerra.go.ke and /or IFMIS supplier portal: supplier.treasury.go.ke.

Interested Bidders must attend a **mandatory site survey & pre-bid meeting** to be held on **21st November, 2017** at Boardroom, 6th Floor, Blue Shield Towers at 11.00 a.m.)

Completed tenders enclosed in plain sealed envelopes **MUST** be submitted clearly marked and deposited in the Tender Box at Blue Shield Towers, 6th Floor, Hospital Road, Nairobi or be addressed and sent to:

Director General
Kenya Rural Roads Authority
P.O. Box 48151 – 00100
6th Floor Blue Shield Towers, Upper Hill,
NAIROBI.

so as to be received on or before Thursday, **30th November, 2017** at **11.00 a.m.**

Tenders will be opened thereafter at 11.15 am at the 6th Floor Blue Shield Towers, Hospital Road, Upper Hill Nairobi in the presence of bidders or their representatives who choose to attend.

PROCUREMENT MANAGER
FOR: DIRECTOR GENERAL

SECTION 2: INSTRUCTIONS TO BIDDERS

ELIGIBLE TENDERERS

2.1.1 This invitation for tender is open to all tenderers eligible as described in Invitation to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

2.1.2 KeRRA's employees, committee members, board members and their relatives (spouses 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 statement that the tenderer (including all members of a joint venture and subcontractors), are not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by KeRRA to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.1.5 The company must be a reputable company with a proven track record in providing Cleaning Services.

2.1.6 The company will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the provision of Cleaning Services. The technical team will be expected to demonstrate such experience by providing a detailed record of recent assignments and the results of the engagements. The experience will also be demonstrated in the reference letters from their companies.

COST OF TENDERING

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

2.2.2 KeRRA shall allow the tenderer to review the tender document free of charge before purchase.

CONTENTS OF TENDER DOCUMENTS

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with Clause 2.7 of these instructions to Tenderers'.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars of tender
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form

- (viii) Confidential Business Questionnaire Form
- (ix) Tender security declaration Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

The Tenderer is expected to examine all instructions, forms, terms and particulars 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 TENDER DOCUMENTS

- 2.4.1 A prospective tenderer making inquiry on the tender documents may notify KeRRA by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. KeRRA 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 candidates who have received the tender documents.
- 2.4.2 KeRRA 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 TENDER 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, KeRRA, at its discretion, may extend the deadline for the submission of tenders.

2.6 LANGUAGE OF TENDERS

- 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 KeRRA, 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

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

1) Tender Form and a Price Schedule completed in accordance with Paragraph 2.8, 2.9 and 2.10 below.

2) Documentary evidence established in accordance with paragraph that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

3) tender security furnished in accordance with paragraph 2.12

2.8. FORM OF TENDER

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. TENDER PRICES

2.9.1 The tenderer shall indicate on the Price Schedules, the unit prices and total tender price of the particulars of the tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of 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 2.20.5

2.10. TENDER CURRENCIES

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. TENDERERS ELIGIBILITY AND QUALIFICATIONS

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KeRRA satisfactorily 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 Securing Declaration Form** as per the format provided in the tender document.

2.12.2 The tender security is required to protect KeRRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.3 Unsuccessful Tenderer's tender 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
- 2.12.4 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
- 2.12.5 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by KeRRA on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (c) To sign the contract in accordance with paragraph 2.29 or
 - (d) To furnish performance security in accordance with paragraph
 - (e) If the tenderer rejects a correction of an arithmetic error in the tender

2.13.VALIDITY OF TENDERS

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension.

2.14 PREPARATION OF PROPOSAL

The Proposal shall be written in English language.

2.14.1 Technical Proposal

The Technical Proposal shall provide the following information using the attached Standard Forms;

- i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among other things, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- ii) Any comments or suggestions on the Terms of Reference
- iii) A description of the methodology and work plan for performing the assignment.
- iv) CVs recently signed by the proposed professional staff-supervisors and the authorized representative submitting the proposal (Appendix 2F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last three (3) years.
- v) Any additional information requested in Appendix "A".

The Technical Proposal shall not include any financial information.

2.14.2 Financial Proposal

- i) The Financial Proposal should follow Standard Forms (Appendix 3). It lists all costs associated with the assignment, including
 - (a) Remuneration for staff, and
 - (b) Reimbursable Expenses.

The financial proposal should clearly identify cost. Companies shall express the price of their services in Kenya shillings.

Commissions and gratuities, if any, paid or to be paid by companies and related to the assignment will be listed in the financial proposal submission form

The proposal must remain valid for 120 days after the submission date. During this period, the company is expected to keep available, at its own cost, the professional staff proposed for the assignment. Kenya rural roads authority will make its best effort to complete negotiations within this period. If Kenya rural roads authority wishes to extend the validity period of the proposals, the companies who do not agree have the right not to extend the validity of their proposals.

Bidders are encouraged to seek further information from Kenya rural roads authority from the office or during pre-tender site visit before submitting their proposals.

Bidders may request a clarification on the RFP document in writing up to 7(seven) days before the proposal submission date.

At any time before the submission of proposals, Kenya rural roads authority may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the RFP. any amendment shall be issued in writing to all the bidders. Kenya rural roads authority may at its discretion extend the deadline for the submission of proposals.

2.14.3 Format and Signing of Tenders

2.14.3a The tenderer shall prepare an original and a copy 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.

2.14.3b The original and all copies of the tender (**TECHNICAL AND FINANCIAL PROPOSAL**) 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.

2.14.3c 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 the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.15.1(A)The technical proposal and the Financial proposal as specified in2.15.1(B) and 2.15.1 of this tender document shall be submitted in separate envelopes.

2.15.1 (B) The original and all the copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”

2.15.1 (C) The Original and copies of the Financial proposal should be in another sealed envelope clearly marked “**FINANCIAL PROPOSAL, DO NOT OPEN BEFORE EVALUATION OF THE TECHICAL PROPOSALS**” Both envelopes shall be placed into another envelope and sealed cleared marked with the tender no. and tender name

2.15.1 (D) After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. **The Financial Proposal shall remain sealed** and deposited with a responsible officer of the User department until all submitted.

Proposals are opened publicly.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KeRRA 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 November, 2017 at 11.00 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, KeRRA will assume no responsibility for the tender’s misplacement or premature opening.

2.16. DEADLINE FOR SUBMISSION OF TENDERS

The completed Technical and Financial Proposals must be received by KeRRA at the address specified under paragraph 2.15.2 no later than **30th November, 2017 at 11.00 A.M.**

2.16.1 KeRRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the KeRRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 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 tenders, is received by KeRRA prior to the deadline prescribed for 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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.4 No tender may be modified after the deadline for submission of tenders.

2.18. OPENING OF TENDERS

- 2.18.1 KeRRA will open only the TECHNICAL PROPOSALS in the presence of tenderers' representatives who choose to attend, on **30th November, 2017 at 11.00 A.M** and in the location specified in the Invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance. **The Financial Proposal shall remain sealed** and deposited with a responsible officer of the Procurement department.
- 2.18.2 The tender's names, tender modifications or withdrawals and the presence or absence of requisite tender security and such other details as KeRRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KeRRA will prepare minutes of the tender opening, which will be submitted to 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 KeRRA 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence KeRRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20. PROPOSAL EVALUATION GENERAL

- 2.20.1 From the time the bids are opened to the time the Contract is awarded, if any bidder wishes to contact KeRRA on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITB". Any effort by the firm to influence KeRRA in the tender evaluation, proposal comparison or Contract award decisions may result in the rejection of the bidder's proposal.
- 2.20.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.21 EVALUATION OF TECHNICAL PROPOSAL

- 2.21.1 The evaluation committee appointed by KeRRA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as given in the Appendix to ITB.
Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITB".

2.22.1 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

- 2.22.2 After Technical Proposal evaluation, KeRRA shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to tender and Terms of Reference that their Financial Proposals will be returned to them unopened after completing the selection process. KeRRA shall simultaneously notify the bidders, who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification maybe sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.22.3 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. KeRRA shall prepare minutes of the public opening.
- 2.22.4 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.22.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.23. CONTACTING THE PROCURING ENTITY

- 2.23.1 No tenderer shall contact the evaluation team 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 evaluation committee in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 AWARD CRITERIA

- 2.24.1 Subject to paragraph 2.29 KeRRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2 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.

2.24.3 Procuring entity's right to accept or reject any or all tenders

2.24.4 KeRRA 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 KeRRA's action. If KeRRA determines that none of the tenders is responsive, it shall notify each tenderer who submitted a tender.

2.24.5 KeRRA 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.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 NOTIFICATION OF AWARD

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

2.25.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, KeRRA 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 KeRRA notifies the successful tenderer that its tender has been accepted, it 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 KeRRA

2.26.3 The contract will be definitive upon its signature by the two parties.

2.26.4 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 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KeRRA may make the award to the next lowest evaluated tender 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 KeRRA 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.

2.29 GENERAL EVALUATION OF PROPOSAL

A two stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being opened and evaluated. Evaluators of technical proposals shall have no access to the financial proposals until the technical proposal evaluation is concluded. Material deficiencies in providing the information requested may result in rejection of a proposal.

The weight given to the technical and financial proposals will be 75 points and 25 points respectively. **Only technical proposals of firms scoring at least 75 % will be considered responsive and their financial proposal envelopes will be opened and evaluated as outlined below. Responsive bidders shall be invited for the opening of the financial proposals.**

The other financial proposals, which will not have met the minimum, required score of 70% shall not be opened. Any effort by a bidder to influence the evaluation, or contract award decisions shall result in the rejection of the bidder's proposal.

Technical proposals and financial proposals shall be evaluated and merit points awarded on the following criteria:

2.30 TECHNICAL PROPOSALS EVALUATION

The evaluation committee appointed by KeRRA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as given in the Appendix to ITB.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITB".

SECTION 3 : APPENDIX TO INSTRUCTIONS TO BIDDERS

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

(I) Provisions of Appendix to instructions to Bidders

Instruction to tender reference	Particulars of Appendix to instructions to Bidders
Eligibility	Cleaning Services Firms duly registered with Treasury as special Groups.
Number of Tender Copies Required	Bidder shall provide two sets of documents Technical Proposal (1) Original and (I) copy Technical proposal Financial Proposal (1) Original and (I) copy Financial Proposal The documents should be clearly marked ORIGINAL and COPY respectively. All the sets envelopes shall then be sealed in an outer envelope
State day, date and time	Tenders will be closed by 11.00 am 30th November, 2017
	Delivered At the Tender Box situated at the Director General's Office, Kenya Rural Roads Authority, BlueShield Towers, 6 th Floor, Hospital Road.
The evaluation criteria	The Form of Tender must be duly filled and signed.
Performance security	A performance security of 5% of the contract price in the form bank guarantee
The evaluation criteria	The evaluation and comparison of tenders shall be as follows: Confirmation of compliance with mandatory requirements. Bidders who fail to comply with any of the mandatory requirements in Sec.4 shall be treated as nonresponsive and rejected at this stage. Technical Evaluation. Bidders, who will be responsive under the mandatory evaluation criteria, shall be evaluated as per the table below. Bidders are required to score more than 75 marks of the possible 100 marks to qualify for further evaluation. Financial Evaluation Bids received from responsive bidders shall be evaluated and ranked considering conditions for cleaning services specified on schedule of requirements and price schedule form. This will constitute maximum of

SECTION 4. CRITERIA OF EVALUATION

The following requirements must be met by the bidder notwithstanding other than requirements in the tender document.

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

4.1 MANDATORY REQUIREMENTS

The following documents are mandatory and must be submitted by the bidders, failure to which the tender will be treated by KeRRA as non-responsive and rejected.

1.	Requirements (Preliminary Evaluation)	Responsive Or Not Responsive
a)	Signed Certificate of Site Visit	
b)	Certificate of AGPO Registration Certificate as Youth/women/Persons with disabilities	
c)	Submit a Copy of Certified Certificate of Incorporation (applicant must be a registered company and legally authorized to do business in Kenya)	
d)	Dully filled Confidential Business Questionnaire Form	
e)	Certified Certificate of the Current CR12	
f)	CV'S of the Proposed staff and specify their tasks (attach CV and testimonials)	
g)	Document Conformity /Presented in a required format (separate Technical and Financial Proposal, with copy and original. The pages MUST be serialized)	
h)	NSSF Compliance Certificate. Evidence of Remittance of Employees latest Contributions	
i)	NHIF Compliance Certificate. Evidence of Remittance of Employees latest Contributions	
j)	Proof of compliance with prevailing Labour laws in respect to minimum wage. (Attach the current Compliance Certificate from Ministry of East African Community (EAC), Labour and Social Protection, Department of Labour .	
k)	Valid Tax Compliance Certificate	
l)	Valid work injury benefit policy or group personal accident policy for the staff to be engaged	
m)	Must provide proof of Physical address ie.Valid County/Municipal Business Licence, copy of a Lease agreement for the premises.	

4.2 TECHNICAL PROPOSALS EVALUATION

The technical proposals will be evaluated using the following criteria:

CRITERIA	Score
<p>a) Firms General experience 1- 3 years (2) marks 3 years (3) marks Over 6 years (5) marks</p> <p>b) Similar Experience: Provide proof of similar experience on similar size and scope to KeRRA you have successfully performed similar contracts in the last three (3) years. Provide proof and Indicate contract price for each in terms of completion certificate/ contract agreements/LPO s.</p> <p><i>The firms specific experience .(attach evidence)</i> 1- 3 years (5) marks 3 years (7) marks Over 6 years (10) marks</p> <p>c) Provide client’s references on similar size and scope to KeRRA that you have successfully Performed similar contracts in the last three (3) years. Provide proof under clients Letterhead/signed contracts.</p> <p>(a) 1- 3 clients (5) marks (b) 3 clients (8) marks (c) more than 3 clients (10) marks</p>	25
<p>b) Please list all equipment owned by your company e.g. Hooving Machine, Scrubbing Machine, Sucker, Vehicles or any other related to the service For each equipment listed attach proof of ownership or lease /hire agreement 5 marks for each machine.</p>	20
<p>c) Staff qualification and competence. Indicate the no. of staff you intend to engage, specify their tasks and Attach CVs of relevant personnel. (signed by the owner within the period of the tender) (15 marks) Provide CV’s (signed by the owner within the period of the tender) for at least 2 supervisory staff that you intend to attach for the execution of the contract if successful. Attach respective/ relevant certificates .Supervisor staff must have:</p> <p>i) KCSE C- & above ii) Certificate of good conduct iii) Tertiary level certificate from a recognized institution iv) Minimum Experience of 3 years in supervisory position (5 marks).</p>	20
<p>d) Proposed methodology and work plan that will adequately fit KeRRA’s needs including responsiveness to emerging needs .The methodology should comprehensively elaborate on measures to be put in place in respect to security of KeRRA’s employees property, KeRRA’s property, upholding confidentiality and uphold high responsiveness and flexibility. Safety measures including emergency or contingency measures in terms of staffing for any eventuality Firms proposal on how to carry out the services</p>	25
<p>e) Attach a signed commitment letter to indemnify the Organization in case of losses attributed to negligence of its staff</p>	10
<p>Total</p>	100

DUE DILIGENCE

The authority prior to award of the tender shall conduct due diligence to confirm and verify the qualifications of the bidder and physical premises. At the due diligence stage the bidder shall be evaluated on a pass/fail and scoring basis to ascertain the information provided at the technical capacity stage.

The authority will conduct due diligence on any of the references provided by the bidder in this tender documents to confirm information provided.

The authority may disqualify bids based on the outcome of the due diligence and proof of concept.

The minimum cut off points for Technical evaluation will be 75 marks and bidders who will not have attained will not proceed to the next stage of evaluation.

4.3) Financial Evaluation

The candidates financial bids will be ranked according to their combined Technical Score (ST) and Financial Score (SF). The formula for determining the Financial Score (SF) will be

$$SF = 100 \times FM/F$$

Where SF is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals would then be ranked according to their combined Technical Score (ST) and Financial Score (SF) using the weights indicated in Appendix "A" of the Request for Proposal.

The combined technical and financial score, S, is calculated as follows: -

$$S = ST \times T \% + SF \times P \%$$

Where;

T=the weight given to the Technical Proposal (75)

P = the weight given to the Financial Proposal (25)

and $T + P = 1$

ST is the Technical Score

TOTAL SCORE= T + P = 100%

The firm achieving the **highest combined Technical and Financial score** will then be recommended for award.

SECTION 5 :-TERMS OF REFERENCE

Company Information - Kenya Rural Roads Authority

The Kenya Rural Roads Authority (KeRRA) is a State Corporation established under the Kenya Roads Act, 2007, operating under the Ministry of Transport , Infrastructure ,Housing & Urban Development.

KeRRA's Headquarter Offices are situated on 6th Floor of Blue Shield Towers along Hospital Road, in Upper Hill, Nairobi. Office space is spread out various floors as indicated hereunder:-

<u>Floor</u>	<u>Total square Ft</u>	<u>Department</u>
8 th Floor	2,9260 ft	Planning & R2000; Internal Audit; Quality Assurance
7 th Floor		Maintenance Department, ICT Department
6 th Floor		Director General's Office, Legal Affairs, Public Relations, Chairman's Office, Boardroom
5 th Floor		Design & Construction; Procurement Department; Special Projects, Boardroom
4 th Floor		Finance & Human Resource Departments
Ground Floor		Survey Section

Objectives of the (Cleaning) Service

The Kenya Rural Roads Authority's principal safety and health objective is:

- (i) To provide a clean and safe working environment, for employees, contract personnel and members of the general public or stakeholders, who visit their offices for official purposes.
- (ii) To conduct all its operations in a healthy and safe manner and in compliance with OSHA, 2007 and other relevant legislations.
- (iii) To recognizes the value of its employees and consider their environment and well being to be the major factor in the success of all its business activities.
- (iv) To protect its people, assets and operations against illness, injury, damage or loss.

Scope of the Work

The cleaning services will require the contracted firm to undertake the following tasks:-

- Remove rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that all areas are free from any blemish
- Ensure that all areas are free from any foul or unpleasant odour; Ensure that all polished or smooth surfaces retain their shining gloss;
- Provide all toilet accessories including high quality white tissue paper , hand wash soap,

disinfectants, air freshener (one per washroom) and sensor sanitary bins which should often be emptied and replaced with a new one for hygiene purpose.

- Collect and dispose all rubbish, dirt, waste materials or refuse from the building to places designated for the purpose.
 - Fumigate the buildings once every month and whenever the need arises; Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drains and make any reports to the Authority regarding any faults for rectification;
- Thoroughly scrub and polish floors once a week and whenever the need arises; Wipe, dust and/or clean with wet cloth all the desks tops, workstations, computer surfaces, shelves etc.
- Hoover all carpeted areas regularly.
- Thoroughly clean all carpeted areas once a month and whenever the need arises;
- Clean desks, cabinets, tables, and chairs with soap and water where necessary once every three (3) months.
- Keep all walls clean at all times;
- Arrange in a professional manner reception and lobby areas to meet international standards.

Tasks to be undertaken by the Service Provider

The scope of service for the selected Cleaning Service Providers shall include, but not be limited to the following tasks:-

- i. Cleaning of all the offices i.e. (From 4th, 5th, 6th, 7th, 8th, and Ground floors, - Blue Shield Towers Upper Hill, Nairobi) and all areas including the server rooms, stores, boardrooms, staircases and archives.(appx. 2,9260 ft).
- ii. Cleaning of all the toilets (on the above mentioned floors 26 - no.) on all working days.
- iii. Provision of Step on sanitary bin in ladies washrooms changeable **weekly** and placing of urinal naphthalene balls in the gents' urinal and change of the same **weekly**.
- iv. Collecting and dispose garbage or refuse from the offices to places designated for the purpose.
- v. Thorough cleaning of the offices on two Saturdays every month.
- vi. High level of integrity and disciplined staff.
- vii. Provision, maintenance and replacement of office potted plants and a floral arrangement for the Reception and Boardroom at 6th Floor every Monday of the week.
- viii. Providing fungicides and pesticides as necessary (fumigation services). To be done once a month.
- ix. The Service provider shall supply all the materials and equipment needed for cleaning services they shall provide. All cleaning materials, equipment, detergents, toilet utilities, toilet paper etc will be at the supplier's cost.

- x. You may include any additional services that Kenya Rural Roads Authority will benefit from but quote these as additional outside the ones named above.
- xi. Provision of Hand wash cream, air fresheners and toilet paper- at the rates and at the following frequency. (hand wash cream to be replenished weekly, toilet paper 3 rolls per toilet per day, air freshener per toilet per month).
- xii. The Service provider shall ensure that so far as possible all persons employed by it are efficient, sober and honest and will not employ any person to whose employment reasonable objection is taken by or on behalf of the client.
- xiii. The Service provider will report any damage/blockage on the toilets, taps, sinks, windows and all the area he/she will be cleaning.

Detailed description of services

1. Carpets

Hoover all carpeted areas daily.

Carpets should be thoroughly cleaned and dried once per month.

Carpet shampooing to be done once a month.

The size of carpeted area includes part of 5th and 6th Floor approx 3000 sq mtrs.

2. Office tables/desks

To be cleaned using high quality sheen provided by the contractor daily.

Tops to be free from dust and cobwebs.

Fax machines, computers, Telephone sets and wires should be free from dust and fluff.

All accessories and equipment should be left in correct positions.

3. Doors & doorframes

Should be free from soapy water stains & dust.

Doors handles and locks should be free from marks, fluff and should be shiny.

Doors that do not close easily and hinges that make noise should be brought to the attention of Administration Officer.

4. Light Switches & Power Sockets

Switches and sockets should be free from dust marks, fluff and stains.

Cracks on switches and sockets should always be brought to the attention of the Administration Officer.

5. Windows

Should be clean leaving no streak marks or spots using windowlens or similar provided by the contractor.

Should be free from dust and oily stains.

They should be free from dust and cobwebs

6. Floors (PVC/ceramic/Terrazo floors).

Should be scrubbed as appropriate using Rotary Machine once a week, including polishing by use of care free 2/encore polish or similar and buffing to shine.

Daily mopping using care free 3-floor maintainer or similar and buffing using rotary scrubbing machine or other machines of similar nature.

Always ensure there are no polish deposits.

Tools for use will be provided by the contractor.

7. Waste paper bins

Should be well positioned and emptied regularly and externally clean.

8. Skirting

Free from dust, carpet fluff and stains

9. Flower pots

Should be externally clean all the times.

Plants should be watered regularly to avoid wilting

Broken pots should be reported immediately to the Administration Officer

10. Cloak rooms

i. Tissue papers

Supply of **Three (3)** high quality white tissue paper rolls (200 sheets, 2ply, 125mm x 100mm) to each cloak room on **daily basis**.

There are Thirty (30) cloakrooms)

ii. Toilet

Seats and enclosure piping and water closets should be shiny with no stains.

Inside toilet bowls should be free of marks and stains.

Water seal level should not be marked by stains.

Toilet brush holder should be clean and free from marks, stains and fluff.

Toilet paper holder and inlet should always be clean.

Pipe leading from the toilet bowls should always be clean.

Toilet papers supplied by the contractor shall be available and suitably positioned as agreed

iii. Hand wash basins

Basins, drains, chains, plugs, soap dishes and taps should be free from stains and dry. Gentle hand cleansing liquid shall be provided in each site as shall be instructed by the Administration Officer.

Underneath basin fittings free of stains, dust, fluff and streak marks.

iv. Mirrors

Top edges free from dust
Entire mirror free from stains, fluff and streak marks
Entire mirror shiny always.

v. Walls and surroundings

Walls should be dry, shiny and not stained.
Clean and free from dust & cobwebs.

vi. Urinals

Clean & free from debris.
Toilet balls provided by the contractor always correctly placed.
Free from soap-build-up & stains.
Drains unblocked cleaned and free from bad odour.

vii. Hand washing soap

Supply of gentle hand washing liquid soap to all cloak rooms to be done daily, an estimate of 25 Litres per month.

Public areas on all the KeRRA floors

1. Corridors and entrances

Always free from dust, stains, mud and debris (floors and walls).
Dustbins free from dirt & properly positioned
Electric sockets & switches free from finger marks dust & stain.

2. Reception areas

Entire floor clean and free from dust stain and litter.
Clean skirting always
Reception desks & chairs always clean & shiny.
Sockets & switches free from dust and cobwebs.
Door mats & mud scrappers free from mud and dust.

The Service provider shall at his/her own expense, and all times maintain with reputable insurers, such insurances as may be necessary to cover all liability which the Service provider may incur in respect of any personal injury, death or damage to property whatsoever caused by, or arising out of the Service provider’s duties. All pesticides used should be approved under the Control of Pesticides Regulations 1986, and should have been assessed for any hazard under the Control of Substances Hazardous to Health Regulations (COSHR).

The breakdown of activities is as follows:

<u>Activity</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Daily</u>
General office areas (Desk top Surfaces, Seats, Cabinet and Other Storage Surfaces)			

Floors			
Walls			
Windows			
Ceilings			
Washrooms and toilets			
Provision of sanitary bins			
Garbage collection			
Supply of floral plants			
Supply of potted plants			

Deliverables

Approved detailed work plan for the contract period.

Period of Service Provision

The period for service provision will run for a period of twenty four (24) months.

Reporting and Administrative Support

The Service Provider will be contracted by the Kenya Rural Roads Authority (KeRRA). The Service Provider will work under the guidance of the Manager, Human Resource and Administration (KeRRA).

The Service Provider, will be expected to provide their own cleaning materials and equipment (including personal protective equipment (PPE) for those engaged to execute the duties assigned.

Observation of Occupational Safety and Health Regulations & Practices

The contractor will be required to ensure strict adherence to current Occupational Safety and Health regulations in the workplace.

Additional information to service providers

The tenderer is required to visit the site prior to submission of the quotation in respect of the tender to establish the magnitude of the job.

The attached site visit form should be duly signed and attached to the tender document.

NB: Site visit is mandatory. Failure to attend shall lead to automatic disqualification.

Required Qualifications

The Service Provider is expected to have the following:

Team Composition and Tasks Assignments

- 1. Supervisor and Team Leader** – Position holders should possess minimum KCSE Certificate C- & above. Ideal experience is 3 years in Supervisory / Team Leader position.

2. **Support Team** – Position holder should possess minimum KCPE Certificate; fluency in the English language. Ideal experience is 2 years relevant experience as Support Team member.
3. **Activity / Work Schedule** – For cleaning of general office areas, floors, walls, windows, ceilings, washrooms and toilets, provision of sanitary bins, garbage collection, supply of floral and potted plants.
4. The Contractor shall provide a **WORK PLAN** which will form part of evaluation. *The work plan will contain the following details:*

WORK PLAN /SCHEDULE

For cleaning services;

- i. Number of staff to be deployed in each specific areas of service as provided in the Terms of Reference i.e. deployment of staff on daily, weekly and monthly basis. This shall include their intended wage rates, which shall be in accordance with the labor law
- ii. Safe use training and hospitality Schedule
- iii. A Supervisor daily checklist
- iv. Equipment, Vehicles, Tools and Machines to be used to achieve intended purpose in all areas.
- v. Emergency or contingency measures in terms of staffing for any eventuality.
- vi. Type of chemicals and detergents to be used.
- vii. Cleaning, Garbage Collection and schedules.
- viii. Method of disposal of various wastes as per specified in the technical Requirements and NEMA Regulations.
- ix. Fumigation schedule for the year
- x. Collection of sanitary bin schedules.

Staff Qualifications

The contract supervisor(s) on the ground **MUST** have the under listed qualifications:

- (a) At least a C- or its equivalent.
- (b) Certificates in housekeeping, knowledge in hospitality from a recognized institution.
- (c) Minimum work experience for three (3) years in supervisory position
- (d) Good communication
- (e) Managerial skills for management staff and supervisors
- (f) Certificate of Good Conduct for management and staff.
- (g) Certificates of competence in the respective areas

Proof of training and work near and safety around power equipment and relevant certificates in each specific specialized area will be an added advantage

Staff Identification and Protective Wear

The supplier shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. The brand name/label **MUST** be conspicuously displayed on the uniforms for easy identification.

The contractor shall provide to KeRRA a list of staff and the copies of their **National Identity Cards** and **Certificates of Good Conduct** for each staff. Where there are changes in staffing KeRRA should be notified prior to deployment of the new staff.

Indemnity

The supplier shall indemnify and keep indemnified KeRRA, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the supplier, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its servants whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KeRRA, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the supplier its servants or agents.

Insurance

The supplier shall insure its servants engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of KeRRA , its servants or agents. The Contractor will indemnify KeRRA against all actions, claims and demands in respect of such injury.

The contractor shall within fourteen (14) days upon acceptance of the Award of the contract and/or before commencement date avail the following:-

- Staff Certificates of Good Conduct
- Work Plan
- List of Chemicals, Detergents and other consumables to be used.
- Certified copies of CVs, certificates Good Conduct and academic qualifications of the proposed supervisors and managers for the contract.
- Staff certificates as proof of competency in their respective areas
- Licenses to engage in cleaning service provision

SECTION 6 GENERAL CONDITIONS OF CONTRACT

6.1. DEFINITIONS

6.1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between KeRRA and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the procuring entity under the Contract by the Bidder for the full and proper performance of the contractual obligations

(c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract

(d) “The Supplier” means the organization or firm procuring the particulars of tender under this Contract.

(e) “GCC” means the General Conditions of Contract (f) “SCC” means the Special Conditions of Contract (g) “Day” means calendar day

6.2. APPLICATION

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

6.3. Standards

6.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

6.4. Use of Contract Documents and Information

5.4.1 The Supplier shall not, without KeRRA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection there with, to any person other than a person employed by the contract or in the performance of the Contract.

5.4.2 The Supplier shall not, without KeRRA’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

6.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KeRRA and shall be returned (all copies) to KeRRA on completion of the Supplier’s performance under the Contract if so required by KeRRA.

6.5. Patent Rights

6.5.1 The Supplier shall indemnify KeRRA 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.

6.6 Performance Security

53.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to KeRRA the performance security where applicable in the amount specified in SCC

6.6.2 The proceeds of the performance security shall be payable to KeRRA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

(a) The performance security shall be denominated in the currency of the Contract and shall be in the form of a bank guarantee.

6.6.3 The performance security will be discharged by KeRRA and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance of obligations under the Contract, including any warranty obligations, under the Contract.

6.7. Delivery of services and Documents

5.7.1 Delivery of the services shall be made by the Supplier in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

6.8. Prices

5.8.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Supplier 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 amendments signed by the parties.

6.8.2 Contract price variations shall not be allowed for contract not exceeds one year (12months)

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

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

6.9 Assignment

6.9.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

6.10. Termination for Default

6.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier terminate this Contract in whole or in part:

(a) If the Supplier 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 Supplier fails to perform any other obligation(s) under the Contract

(c) If the Supplier in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

6.10.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Supplier shall be liable to the Procuring entity for any excess costs for such similar services. However the Supplier shall continue performance of the contract to the extent not terminated.

6.11. Termination for insolvency

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

6.12. Termination for convenience

6.12.1 The Procuring entity by written notice sent to the Supplier 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's convenience, the extent to which performance of the Supplier under the contract is terminated and the date on which such termination becomes effective.

6.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the Supplier an agreed amount for partially completed services.

6.13 Resolution of Disputes

5.13.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract

6.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

6.14. Governing Language

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

6.15. Applicable Law

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

5.16 Force Majeure

6.16.1 The Supplier 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.

6.17 Notices

5.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

6.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is late.

SECTION 7; SPECIAL CONDITIONS OF CONTRACT

7.1 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.

Item no.	Special conditions of contract
1.	A performance guarantee of 5% of the contract price in the form of bank guarantee will be required from the winning bidder.
2.	Performance guarantees to be submitted within seven (7) days of receipt of the notification of Contract award.
3.	Payment shall be made on a monthly basis and payment process shall commence upon submission of invoice.
4.	Adherence to statutory minimum wage requirements as stipulated in the Employment Act (Minimum wage of Kshs.14,928 per month) .
5.	Prices shall be maintained for a period of 2 years.
6.	In case of a dispute between the purchaser and the supplier, the dispute shall be referred to arbitration in accordance with the laws of Kenya. The applicable law shall be Kenyan Law
7.	Suppliers contact to be furnished.

APPENDIX 1: DATA SHEET

Reference	<p>The address and telephone numbers of Kenya Rural Roads Authority officials are:</p> <p>KENYA RURAL ROADS AUTHORITY BLUE SHIELD TOWERS HOSPITAL ROAD, UPPER HILL P.O. BOX 48151-00100, NAIROBI, KENYA TEL: 020-8013846, 2710451,2710464 EMAIL:kerra@roadsnet.go.ke/dgkerra@kerra.go.ke WEBSITE: www.kerra.go.ke</p>
Section 4	Clarifications may be requested up to 7 days before the submission date. The address for requesting clarifications is indicated above
Section 4	Proposals should be submitted in the following language: English
Section 4	Taxes: Applicable taxes include, Value Added Tax (VAT)
Section 4	Bidders to state the cost in Kenya shillings: Yes
Section 4	Proposals must remain valid for 120 (one twenty days) after the submission date
Section 4	Bidders must submit One Original and One Copy of each proposal of Both Technical and Financial Proposal
Section 4	The proposal submission address is as above. Information on the outer envelope incase both technical and financial are sent together should read: Confidential.
Section 4	Proposals must be submitted no later than the following date and time: Date: - 30th November , 2017 The weights given to the Technical and Financial Proposals are: T = 0.75 F = 0.25
Section 4	The minimum technical score required to pass: 75marks
Section 4	The formula for determining the financial scores is the following: <u>Lowest Cost x 25</u> Proposal's Cost

APPENDIX 2. TECHNICAL PROPOSAL - STANDARD FORMS

- 2A. Technical Proposal submission form.
- 2B. Firm's references.
- 2C. Comments and suggestions of Financial Advisors on the Terms of Reference and on data and/or services to be provided by Kenya Rural roads Authority.
- 2D. Site Visit form.
- 2E. Team composition and task assignments.
- 2F. Format of curriculum vitae (CV) for proposed professional staff.
- 2G. Activity (work) schedule

2A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide Cleaning Services in accordance with your Request for Proposal dated -----2017].

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., ----- 2017 we undertake to negotiate on the basis of the proposed staff.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive and we confirm that we have no objection to your making inquiries regarding this Proposal from our referees.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:-

Name of Firm:-

Address:-

2B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Ksh):
Name of Associated Transaction Advisors, If Any:		Nº of Months or man hours of Professional Staff Provided by Associates:
Name of Supervisor (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

2c. CERTIFICATE OF TENDERER'S VISIT TO SITE (*Technical Proposal*)

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

Participated in the organized inspection visit of the site of the works for the (Name of service provider:)

..... day of.....20.....

Signed.....

(Employer's Representative)

.....

NOTE: *This form is to be completed whether the site visit is made at the time of the organized site or privately organized.*

2D. TEAM COMPOSITION AND TASK ASSIGNMENTS(TECHNICAL PROPOSAL)

1. Technical		
Name	Position	Task

2E. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONALS (MANAGEMENT)

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize high school/college/University and other specialized and professional education of key leader member, giving names of schools, dates attended, and certificate/degree obtained. Use about one quarter of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.] (This is for the staff that will be cleaning)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

2F. ACTIVITY (WORK) SCHEDULE(To FINANCIAL PROPOSAL)
Please state using the chart below or one of your own, how you execute your operations.

A. Familiarization Items

Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1.	
2.	
3.	
4.	

3A. FINANCIAL PROPOSAL SUBMISSION FORM(To FINANCIAL PROPOSAL)

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the transcription services for [Title of provision of services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Kenya Shillings

[.....
.....Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [.....Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION VII - STANDARD FORMS

To Appear In The Financial Proposal

1. Form of tender -to appear only to Financial Proposal
2. Price schedules - to appear only to Financial Proposal
3. Contract form -To appear in the Financial Proposal

To Appear In Technical Proposal

4. Price Schedule For Cleaning Services -To appear in the Technical Proposal
5. Confidential Questionnaire form -To appear in the Technical Proposal
6. Tender securing declaration form -To appear in the Technical Proposal

FORM OF TENDER (TECHNICAL PROPOSAL)

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 *[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 _____

PRICE SCHEDULE FOR CLEANING SERVICES(To FINANCIAL PROPOSAL)

Name of Tenderer

Tender Number:

Floor	Department	Total square Metres	Total Price VAT inclusive (Kshs) per month	Total Price VAT inclusive (Kshs)
8 th Floor	Planning & R2000; Internal Audit; Quality Assurance			
7 th Floor	Maintenance Department, ICT Department			
6 th Floor	Director General’s Office, Legal Affairs, Public Relations, Chairman’s Office,Boardroom			
5 th Floor	Design & Construction; Procurement Department; Special Projects,Boardroom			
4 th Floor	Finance & Human Resource Departments			
Ground Floor	Survey Section			
Totals		29260 sq ft		

Signature and stamp of tenderer _____

Official Rubber stamp

CONTRACT FORM(TECHNICAL PROPOSAL)

THIS AGREEMENT made the ___day of _____20___b entity] of[country of Procurement”) ofentit the one part and[name of tenderer] tenderer](hereinafter called “the tenderer”) of

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[briefmaterialsdescriptionandspares]andhasacceptedof a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figu

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 the Procuring entity’s Notification o
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_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (TECHNICAL PROPOSAL)

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. Fax

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time –Kshs.

Name of your bankers(Attach letter Branch from.....the bank)...

Part 2 (a) – Sole Proprietors

Your name in full

Age

Nationality

Country of origin

Citizenship detail

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 Ksh.

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date

..... Seal/Signature of Candidate

TENDER SECURITY FORM (TECHNICAL PROPOSAL)

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated]

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

Tender No.: *[insert identification number of tender]*

To: *[insert complete name of Contracting Authority]*

We, the undersigned, declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any public contract in Kurdistan Region for a period of *[insert period]* as of *[insert start date]*, if we are in breach of our obligation(s) under the bid conditions, because we: to:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity,

- 1) we failed or refused to furnish a Performance Security in accordance with the ITB; or
- 2) we failed or refused to sign the Contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

- 1) our receipt of your notification to us of the name of the successful Bidder; or
- 2) twenty-eight days after the expiration of our Bid or any extension to it.

We know if we are a JV, the Bid- Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid- Securing Declaration Form]*

Name: *[insert complete name of person signing the Bid-Securing Declaration Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____ month, _____ year *[insert date of signing]*

PERFORMANCE SECURITY FORM(To FINANCIAL PROPOSAL)

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called "the tenderer") has
No. _____ [reference number of the contract] dated _____ 20____ to

Supply.....

[Description services](Hereinafter called "t

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(TECHNICAL PROPOSAL)

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

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 there under 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 (TECHNICAL PROPOSAL)

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

SUMMARY OF COSTS(To FINANCIAL PROPOSAL)

To be completed for each stage of the assignment

Cost Items	Description	Amount(s)
1	Remuneration	
2	Reimbursable	
3	Subtotal	
4	VAT 16%	
5	Total Amount of Financial Proposal	