



**KENYA WILDLIFE SERVICE
P.O BOX 40241-00100
NAIROBI**

TENDER NO. KWS/OT/ADM/87/2011-2013

**PROVISION OF OFFICE CLEANING, SANITATION AND
GROUNDS MAINTENANCE SERVICES**

CLOSING DATE & TIME:

29TH JUNE 2011, at 12.00NOON.

SECTION I. INVITATION FOR TENDERS

Date: 8th June 2011

TENDER NO. KWS/OT/ADM/87/2011-20113

PROVISION OF CLEANING, SANITATION AND GROUND MAINTENANCE SERVICES AT KWS HQ COMPLEX, AIRWING AND CENTRAL WORKSHOP

The Kenya Wildlife Service invites eligible and qualified service providers to submit bids for the above service for two (2) years renewable every year from July 2011 to July 2013.

Tender documents containing detailed specifications can be obtained from the Procurement and Supplies Office at the KWS Headquarters between 9.00 a.m. to 3.00 p.m. upon payment of a non-refundable fee of **Kshs. 3,000.00** (three thousand shillings only) payable in cash or bankers cheque to the Director- KWS at the Cash office situated at KWS HQS Chui Court.

The Bidder shall furnish KWS as part of the Bid, a **Bid Security of Kshs 100,000/** - (One hundred Thousand shillings only) from a reputable bank or insurance company in the Republic of Kenya.

Candidates **must** prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations by providing the following documents or evidence.

- Certificate of business registration or certificate of incorporation.
- A declaration or certificate that the candidates have fulfilled the obligation to pay taxes (Tax Compliance).
- An abstract of the candidates' accounts for the last three (3) years accompanied by a certificate by a certified Auditors firm or bank statement for the last 12 months.

The bidder shall submit 2 copies of responses to the Initial questionnaire and 2 copies of the Detailed Technical and Financial Proposal, in **separate envelopes sealed in one outer plain envelope** marked "**TENDER NO. KWS/OT/ADM/87/2011-2013, DO NOT OPEN BEFORE 12 .00 NOON ON 29TH JUNE 2011.**"

The outer envelope should not have the name or the identity of the bidder indicated.

The inner envelopes must be sealed and properly marked "**Initial questionnaire- Provision of Sanitation, Office Cleaning and Grounds Maintenance Services at KWS Headquarters - Nairobi**".

And "**Technical and Financial Proposal - Provision of Sanitation, Office Cleaning And Grounds Maintenance Services and marked " Do not open with Initial questionnaire"** as appropriate with the name and address of the bidder indicated on the envelopes to enable the bids to be returned unopened in case it is declared "late".

Completed tender documents in plain sealed envelopes, clearly marked “Tender Number KWS/OT/ADM/87/2011-2013 for provision of cleaning, sanitation and ground maintenance services.” Shall be addressed to:

The Director, Kenya Wildlife Service

P.o Box 40241

Nairobi

and deposited in the tender box at the entrance of **Simba Court in KWS headquarters, Langata Rd, not later than 12.00 noon on 29th June 2011**. Bids will be opened immediately thereafter at the offices of Kenya Wildlife Service in the presence of bidders or their representatives who choose to attend.

The Bidders are advised that a site visit to inspect and examine the contract’s site and pre-bid conference will be on 20th June 2011. at 10.00am.

The bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed.

Yours faithfully,

HEAD SUPPLY CHAIN MANAGEMENT

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. KWS seeks well-presented bids with references and evidence of competence, in provision of cleaning, office and sanitary services as well as related business to office such as its Headquarters. We need credibility, a track record, references and capacity to perform
- 2.1.6. All responses to questions in the questionnaires should be **typed** and the question numbering to correspond with that set out in the questionnaire. Please include all attachments as required in the questionnaire
- 2.1.7. As provided and required in the Initial evaluation questionnaire, Bidders shall be required to provide the following information establishing their eligibility:
 - a) Proof and reference of experience in similar work – at least 3 works of similar scale within the last five years
 - b) CVs of the Bidders top/senior personnel
 - c) Proof of availability of adequate equipment for provision of the contracted service
 - d) Proof of ability to provide transport, equipment and welfare for its staff to undertake the service.
 - e) Proof of sound financial standing; Provide name of bankers, insurers and audited statements of accounts for the last three years

- f) Relevant licences – VAT certificates, Business license (single Business permits), Certificates of Incorporation as well as physical address

2.1.8.

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 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) Prospectus/Details of service
- v) Details of Service
- vi) Price schedules
- vii) Form of Tender
- viii) Contract form
- ix) Tender Security Form
- x) Performance Security Form
- xi) Declaration Form
- xii) Initial Questionnaire

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by

the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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

(c) Tender security

(d) Initial Questionnaire

(e) Technical and Financial response

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, 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 In the case of a successful tenderer, *if* the tenderer fails to sign the contract **or** to furnish performance security in accordance or if the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening .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 copies of the tender, clearly / marking "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures , or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The bidder shall submit **4 (Four)** copies of responses to the **Initial questionnaire** and **4(four)** copies of the **Detailed technical and Financial Proposal**, in separate envelopes sealed in one outer plain envelope marked "**Tender No. KWS/OT/ADM/87/2011-2013 DO NOT OPEN BEFORE 12 .00 P.M on 29TH JUNE 2011**", addressed to

**The Director
Kenya Wildlife Service
P.O Box 40241
NAIROBI**

The outer envelope should not have the name or the identity of the bidder indicated. The tenderer shall seal the original and each copy of the tender in separate envelopes. The envelopes shall then be sealed in an outer envelope.

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **12 Noon** on 28th June 2011

2.16.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00Noon on 28th June 2011 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.

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.

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. A two-stage procedure will be adopted in evaluating the proposals. An initial evaluation will be carried out based on the criteria as specified in the prospectus. **Only firms with a minimum score of 70%** in the initial questionnaire will have their proposals detailed Technical and Financial proposals opened. Technical evaluations will then precede commercial comparison and only firm that score minimum of **70%** will have their financials evaluated.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

2.22.4 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 The Procuring Entity will determine to its satisfaction whether the tenderer that is selected as having qualified in the initial questionnaire evaluation, technical evaluation and having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, 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

The Procuring Entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive against the evaluation criteria provided 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.

2.24.4 The Procuring Entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.26 **Signing of Contract**

2.26.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring Entity.

2.26.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the Contractor will provide KWS a performance security equal to 10% of the contract price.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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

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

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring Entity under the Contract.
- d) “The Procuring Entity” means the Kenya Wildlife service
- 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 superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 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 the receipt of the notification of Contract award, the successful tenderer shall furnish to the Procurement entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash
 - b) A bank guarantee
 - c) Letter of credit
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspection 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 on 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 eEntity 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 any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.8.1 Method of payment	Payments to the contractor shall be made on equal monthly instalments during the contract period
3.9 Price Variation	No price variation will be allowed during the period of the contract.
3.14 Dispute resolution	Any dispute arising from the contract which the two parties cannot resolve may be referred for arbitration or any other form allowed by law
3.17 Applicable law	The applicable law shall be the laws of Kenya governing contracts

4.3 Staff Uniform

The successful contractor will be required to provide its staff and employee with suitable working clothes and protective gear for the purpose of both identification and safety during performance of their duties.

4.4 Certificate of Good conduct

The contractor will be required to provide the list of names and copies of their certificates of good conduct for each employee to be deployed in specific areas in the subsequent month.

4.5 Insurance

The contractor shall take out maintain for the duration of the contract insurance protection from reputable insurance companies approved by KWS to cover the contractor's employees and contractor's liability to KWS and its employees, tenants and customers or any third party arising in connection with the performance of the service. A copy of the insurance certificate shall be deposited with Kenya Wildlife Service Insurance office.

SECTION V DESCRIPTION OF SERVICES (PROSPECTUS) AND SCHEDULE OF REQUIREMENTS

PROVISION OF SANITATION AND OFFICE CLEANING AND GROUNDS MAINTENANCE SERVICES AT KWS HEADQUARTERS - NAIROBI

1 INTRODUCTION

To improve sanitation, office cleaning and gardening services at its Headquarters complex at Langata in Nairobi, Kenya Wildlife Service (KWS) seeks to engage the services of a private contractor specialised in provision of these services.

Bids are invited from eligible private sector sanitation and cleaning service providers for two years contract renewable **every year** for provision of cleaning services on terms specified in this tender document.

2. KWS HEADQUARTERS COMPLEX- LANGATA

2.1. Description of the Headquarters

The Complex covers an area of about 6.2 Hectares (260m X 240m). Stretching from the main entrance to the west off the Langata Road, to the boundary of the animal orphanage, staff quarters to the east and Langata Barracks to the north, and to the south the Nairobi National Park Boundaries, Nairobi Safari Walk, Rangers Restaurant, and The KWS veterinary Laboratories, KWS Hangar- Airwing and Central Workshop.

2.2 Buildings

Buildings in the complex include;

- Three courts – Chui, Ndovu, Simba courts with the Head offices Main Reception
- Prefabricated Buildings housing The Kenya Tourism Federation
- Store – Timber Prefabricated Building- Combo Store
- Education Block Ground/first floor
- Senior warden’s Education Office
- Kifaru Court building-red tiled building including Nairobi Park offices and toilets.
- White House –White building adjacent to Kifaru court building (Ground floor/first floor)
- Bus Park Toilet Block
- One Public Toilet Block near Sebastian cafe
- Entrance Gate
- Vet clinic prefabricated stores(2)
- Two generator Houses , old and new block adjacent to each other.
- Vet clinic pens and animal kitchen
- Telecommunication Riggers workshop.

- Airwing Offices and Hangar and its compounds.
- Central Workshop office blocks, Stores, servicing areas ablution blocks toilets, basement floors, yards and its compounds.

2.3 Parking Yards

The Following Parking areas and connecting driveways and walkways are included:

Location/Description

1. Bus Park
2. Visitors Parking Lots in front of Reception
3. KWS Staff Parking Lots in front of Reception
4. Ranger's Restaurant and Kifaru Shop Parking
5. Security and Kifaru Court Parking lot
6. Nairobi Safari Walk Parking Lot
7. Airwing Parking lot
8. Central Workshop

2.4 Gardens and Fences

Areas covered by the gardens and grounds include but are not limited to;

Location/Description

1. Central Flower Gardens in Chui, Ndovu and Simba Courts
2. Central Water fountain at Ndovu Court
3. Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots
4. Grounds on both sides of Bus Park
5. Grounds behind Ndovu Court
6. Grounds behind and in front KTF prefab buildings
7. Grounds behind in front of prefab Combo store buildings. Airwing and Central Workshop

2.5 Toilets

1. All Toilets facilities in Office blocks and courts
2. Public Toilets at Bus Park
3. Public Toilets at Nairobi Safari walk Car Park
4. Toilet facilities at Airwing
5. Cental workshop

2.6 Surfaces

Description

1. Floors – Mazeras Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide
2. Glasses and windows
3. Mirrors
4. Ceilings
5. Terrazzo Staircases
6. Toilet sets and tiles
7. Walls
8. Furniture and office equipment
9. Pavements
10. Walkways
11. Tarmac drive ways
12. Parking Lots

4. OBJECTIVE OF THE ASSIGNMENT AND SCOPE OF WORKS

- 4.1 The contractor will undertake to provide cleaning, maintenance, gardening, grounds pest control, fumigation and sanitation services to a standard and level of KWS corporate image in the areas including but not limited to those specified above.
- 4.2 The services shall be executed and maintained in strict adherence to the contract terms to the satisfaction of the Head of Administration and shall comply with the instructions given by them from time to time.
- 4.3 The Successful contractor shall provide Sanitation Services, fumigation cleaning, maintenance and gardening services in the areas specified in a manner that will not interfere with the smooth operation and use of the facilities by KWS staff, its visitors and tenants.
- 4.4 The Contractor will provide the required tools, equipment, detergents, pesticides and other materials required for the purpose of satisfactorily carrying out the services. These detergents, consumable material and equipment used shall be of kinds recommended by respective manufacturers and are environmentally safe and approved by KWS in keeping with agreed environmental health standards and current and future laws and regulation on safety of workers and general users of the facility.
- 4.5 The Contractor shall in performing the cleaning services, provide its staff with adequate and suitable uniform clothing to a standard that gives safety, protection and good image to both KWS and the contractor.
- 4.6 Without limiting the generality of Paragraph 4 (4.1), the successful contractor shall provide the following interior services;
 - 4.6.1 Remove from all office floor surfaces dirt, stains spills or foreign objects and generally ensure that the floors are maintained free from any blemish.
 - 4.6.2 Provide potted flowers at designated areas in the courts and maintain potted plants well watered and healthy in attractive and presentable pots.
 - 4.6.3 Periodically apply acceptable polish to all Mazeras Stone, red oxide, wood and PVC floors and terrazzo staircases.
 - 4.6.4 Dust and dump wipe all wooden pillars
 - 4.6.5 Dust and dump wipe or wash furniture and fittings within the offices
 - 4.6.6 Maintain all kitchens within the office blocks clean, with their floors and wall free of stains, blemish and their sinks scrubbed free of food stains, where applicable stain removers to be used.

- 4.6.7 Clean and keep unsoiled toilet bowls, urinals, sinks, walls and mirrors within the toilets.
 - 4.6.8 Remove and dispose off rubbish from toilet bins and staff camps within Hq.
 - 4.6.9 Report to KWS Head of Administration any disrepairs or malfunctioning equipments in the toilets including plumbing, paintings cementing e.t.c.
 - 4.6.10 Ensure that all toilets are maintained free from unpleasant odours and kept sparkling clean.
 - 4.6.11 Provide step- on sanitation bins in ladies toilets to be changed and replaced at least twice a week.
 - 4.6.12 Mop and maintain toilet floors dry at all times
 - 4.6.13 Provide dustbins (Step-on) in the toilets to be emptied regularly.
 - 4.6.14 Provide toilet accessories including high quality toilet paper (White), hand washing soap, disinfectant, air freshener and maintain hand driers in working condition
 - 4.6.15 Control pests in offices, office toilets, public toilets, stores and all buildings within the Hq.
 - 4.6.16 Dispose off paper and any rubbish from offices to designated disposal areas and garbage collection at least three times per week.
 - 4.6.17 Using acceptable detergents and cleaning agents, maintain windows and window panes clean and free from stain and cobwebs.
 - 4.6.18 Dust and wipe all balustrades
 - 4.6.19 All cleaning especially of toilets should be carried out before 8.00am and offices before 9.00 AM. Other cleaning will be regular and continuous.
- 4.7 Without limiting the generality of Paragraph 4 (4.1), the successful contactor shall provide the following Exterior services
- 4.7.1 Control Pests and vermin, weeds in the buildings, gardens, toilets, grounds specified in Paragraph 2
 - 4.7.2 Maintain drainages, water pipes, and drains in the aforesaid complex in proper working condition.
 - 4.7.3 Maintain all grasses well watered, trim within 2'' (50mm)

- 4.7.4 Maintain all hedges included within the complex and its perimeters trimmed and kept at height not exceeding that agreed upon and specified by the Head of administration.
- 4.7.5 Maintain the existing flowerbeds and those to be extended well watered and free of weeds through out the year.
- 4.7.6 Control all pests on building using acceptable agents within the provisions of paragraph 4 (4.4)
- 4.7.7 Maintain Parking lots, walkways, driveways pavement and areas within the courts free of dirt, litter, mud and any other undesirable objects
- 4.7.8 Remove from and maintain all walls free from cob webs and any undesirable blemishes
- 4.7.9 Empty rubbish bins and cart away rubbish to acceptable disposal areas

4.8 Inspection / Evaluation

- 4.8.1 The Successful contractor shall accord the Head of Administration or his representatives' ample opportunity to inspect any work or service performed by the contractor to satisfy himself of the quality and standard of the work. The Contractor shall provide and permit routine free and unhindered audits, survey and inspection of the work performed by it as per definitions and descriptions of the contract
- 4.8.2 Further to provisions of Paragraph 4.8.1 KWS Inspection and acceptance committee shall either by its self or through appointed agents conduct routine and random inspection of the services provided by the contractor, to provide a report, prior to making any payments to the contractor.
- 4.8.3 The contractor shall be informed in writing of any shortcoming in the performance of contract and shall further discuss the report and required improvements, with the both the Head of Administration and a representative from procurement department.

4.9 Consumable Materials

The Successful contractor will be required to provide the following and any other suggested consumables for use in providing contracted services:-

BILL OF MATERIALS

CONSUMABLES

- Paper towels
- Floor Polish
- Toilet paper
- Air fresheners

Toilet balls
Detergents
Insecticide
Vermicides
Sanitary bins
Toilet soaps
Toilet signage
Dustbins
Dusters and Mops
Gardening equipments
Brooms
Window cleaners
Toilet brushes
Pesticides
Rakes
Toilet bowl brushes and
holders and any other
consumables that may be
deemed necessary

5.0 Equipment

The Successful contractor will be required to provide a list of equipment and the quantities for use in providing the contracted services

5.1 Staff uniform

The Successful contractor will be required to provide its staff and employee with suitable working clothes and protective gear for the purpose of both identification and safety during performance of their duties.

5.1 Staff Welfare/Transport

The Successful contractor will be required to provide its staff and employee with NHIF and transport to and from Kenya Wildlife Service Headquarters.

5.2 Insurance

The contractor shall take out and maintain for the duration of the contract insurance protection from reputable insurance companies approved by KWS to cover the contractor's employees and contractor's liability to KWS its employees, tenants and customers or any third party arising in connection with the performance of the service.

6.0 DETERMINATION OF RATES FOR PROVISION OF CLEANING SERVICES

The prospective contractor is required to inspect all the potential areas that could be covered in this contract and provide in their proposal, a brief description of the services and the level of standards they are able to offer and maintain under each area.

Secondly, in submitting the bids, prospective contractors should provide unit rates for provision of cleaning, sanitation and gardening/grounds services in the proposed areas as here under:

	Item	Description of works
1.	Buildings- Exteriors	<p>Provide cleaning and maintenance services to exteriors walls and surfaces of:</p> <ul style="list-style-type: none"> • Three courts housing the Head offices – -Chui, -Ndovu, -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing Block, Vet and Central Workshop
2.	Buildings- Interiors	<p>Provide cleaning and maintenance services to floors, furniture, interior walls and other surfaces of:</p> <ul style="list-style-type: none"> • Three courts housing the Head offices – -Chui, -Ndovu, -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Airwing Block, Vet and Central Workshop • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate White House
3.	Parking Lots	Bus Park
	<i>All parking lots.</i>	Visitors Parking Lots in front of Reception
	<i>Provide cleaning</i>	KWS Staff Parking Lots in front of Reception

	Item	Description of works
	<i>service as described in paragraph 4</i>	Ranger's Restaurant and Kifaru Shop Parking
		Security and Kifaru Court parking lot
		Nairobi Safari Walk Parking Lot
4.	Gardens and Fences <i>Provide gardening service as described in paragraph 4</i>	Central Flower Gardens in Chui, Ndovu and Simba Courts
		Central Water fountain at Ndovu Court
		Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots
		Grounds on both sides of Bus Park
		Grounds behind Ndovu Court
		Grounds behind and in front KTF prefab buildings
		Grounds behind and in front of prefab Combo store buildings, Airwing and Central Workshop
5.	Toilets <i>Provide sanitation and cleaning services as described in paragraph 4 above</i>	Toilets facilities in Office blocks and courts – 7 private, 13 Gents and 13 Ladies
		Public Toilets at Bus Park (one Gents and one Ladies)
		Public Toilets at Nairobi Safari walk Car Park (one Gents and one Ladies)
6.	Other Surfaces	Floors – Mazeras Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide
		Glasses and windows
		Mirrors
		Ceilings
		Terrazzo Staircases
		Office and Toilet Walls
		Furniture and office equipment

	Item	Description of works
		Pavements
		Walkways
		Tarmac drive ways

Caveat

A floor plan has been provided for your estimation of the ground area and for each of the office spaces and toilet facilities. Interested parties are advised to visit the offices on the day provided and to carry out independent inspection.

SECTION VI

DETAILED TECHNICAL AND FINANCIAL REQUIREMENTS AND EVALUATION CRITERIA

IT IS A SERIOUS OFFENCE TO GIVE FALSE INFORMATION IN ANY PART OF THIS QUESTIONNAIRE

QUALIFICATION

INFORMATION

- 1.0 Legal Status of the bidder (attach Copy of incorporation certificate)
- 1.1 Place of registration _____
- 1.2 Principle place of Business _____
- 1.3 Power of attorney of signatory of tender (for joint ventures only) _____
- 1.4 Work performed of a similar nature and volume in the last five years. Give Details of work underway or committed, including expected completion date.

	Project Name	Name of client and Contact	Describe Type of work performed	Date of completion	Length of contract	Value of contract
1.						
2.						
3.						
4.						
5.						

1.5 Qualification and Technical expertise of at least four Key personnel proposed for administration and execution of the contract (Attach CV'S)

	Position	Name	Years of Experience with the firm	Qualification	Duties
1.					
2.					
3.					
4.					

1.6 Provide an operational plan showing;

- a) Deployment of staff and equipment to cover a working day.
- b) Deployment of staff and equipment on daily, weekly and monthly basis
- c) Daily, Monthly and annual Plan or schedule of cleaning, sanitation, gardening and other activities to achieve the specifications and requirement of the contract.

1.7 Provide a schedule indicating man power strength considering the following;

- a) Manpower strength of Key Personnel proposed for the contract
- b) Organization structure

1.8 Provide a list and specification of equipment that shall be used in performing the services as required in the contract.

	Quantity	Model & Description	Year of manufacture	Function	Proof of ownership (attach receipts)

1.9 Means of transportation of staff to and from work

No	Model & Description	Year of manufacture	Carrying Capacity	Proof of ownership (Attach logbook copies)

TECHNICAL EVALUATION CRITERIA SUMMARY TABLE

DETAILED TECHNICAL QUESTIONNAIRE SELECTION OF A CONTRACTOR FOR PROVISION OF SANITATION, OFFICE CLEANING AND GROUNDS MAINTENANCE SERVICES AT KENYA WILDLIFE SERVICE HEADQUARTERS LANGATA/AIRWING/CENTRAL WORKSHOP

EVALUATION CRITERIA

1.0	Company Details	Total Score
1.0 1.3	<p>Completeness of Documents</p> <p>Bidders are expected to present complete documentation including relevant copy of incorporation certification, place of registration and physical address</p> <p>Well typed with corresponding numbering of questions and answers</p>	5
1.4	<p>Financial capability of the Company to provide the required services</p> <p>Suitable contractors are expected to demonstrate financial ability to provide services described in the bid document;</p> <p>Contractors are expected to show ability as demonstrated by their total annual business turnover over the past five years; Indicative business turnover – volume from past contracts performed at least 40,000,000.</p> <p>Provide evidence (Contract or LPO copy).</p>	10

1.5	<p>Experience to provide similar services and Evidence of similar ongoing work</p> <p>Successful or desirable contractors are expected to demonstrate adequate experience in providing similar cleaning, sanitation and gardening services to that to be provided at KWS HQ.</p> <p>Ideal contractors should provide at least; 3 similar contracts with references from reputable organizations/clients-Private, parastatal, NGOs and government ministries performed in the past five years. Preferable contractors should have undertaken similar contracts of at least Kshs.3,000,000 for a minimum of one year.</p>	10
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¹Figures Rounded up to the nearest 10,000

1.0	Company Details	Total Score
1.6	<p>Qualification and technical expertise of key personnel to administer and execute the contract.</p> <p>Desirable contractors are expected to have a qualified and experienced management team to oversee the contract. Ideal firms should have their senior management including Managing Directors/General Managers, Operation Managers, Personnel Managers and Financial Managers with academic qualification from a Masters Degree to a minimum of a National Diploma in relevant fields. Those with additional professional qualifications in their specialization will have added advantage.</p> <p>Ideal firms should have their key staff with the following relevant academic and professional qualifications; HR Management, House Keeping, Institutional Management, Business Administration and Finance.</p> <p>Additional professional qualifications include: first aid, fire fighting, pest control, florists etc.</p> <p>Management structure with clear reporting lines.</p>	10
1.7	<p>Operational Plan and work schedules;</p> <p>Desirable firms should provide detailed work plan outlining the specific areas of operation, nature of tasks, frequency of tasks and manpower and equipment requirements. The schedule so provided will indicate how the contractor intends to deploy his staff and equipment daily and throughout the contract period.</p> <p>While a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained.</p> <p>Waste management – Demonstration of how the service provider will undertake waste collection and disposal in designated allowable areas (Garbage Collection).</p>	15
1.8	<p>Manpower Strength</p> <p>Ideal firms should have in their employment adequate staff to man operations of the contracted services. They should have adequate; Toilet cleaners, gardeners, general cleaners, Supervisors and service auditors, site managers, stores, repair and maintenance staff etc (Minimum 50 Staff).</p> <p>Ideal firms should have in place a clear organization structure describing work relations and functional relations between its staffs. (Provide an organogram).</p>	10
1.9	Equipment	

	Successful candidates are expected to provide proof of ownership of adequate and serviceable equipment to undertake the contracted services and Physically verified/checked. Cars, mowers etc.	10
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GUIDELINES FOR WORK SCHEDULES

Exterior		
Operational Area	Required	Frequency
Buildings All buildings including; <ul style="list-style-type: none"> • Chui, Ndovu, Simba courts housing the Head offices Main reception. • Prefabricated Buildings holding the Kenya Tourism Federation • Store – Timber Prefabricated Building • Education Block • Education Offices • Kifaru Court • White House • Bus Park Toilet Block • One Public Toilet Block • Vet Clinic • Nairobi national Park Headquarters, Airwing and Central Workshop 	Clean and maintain exterior walls	Weekly
	Control Pest, weeds and vermin's	Periodic
	Maintain drainage, water pipes and drains improper working condition	Periodic
	Maintain existing flower beds well watered and free from weeds.	Weekly
	Maintain walls free from cob webs and any other undesirable blemish	Weekly
	Empty rubbish bins and cart away rubbish	Daily
	Dust and dump wipe all wooden pillars	Weekly
	Dust and wipe balustrades Upholstery cleaning Curtains cleaning/dry cleaning Garbage Collection and Disposal	Weekly
Parking Yards, drive ways and walk ways All parking yards including; <ul style="list-style-type: none"> • Bus Park • Visitors parking lots • KWS staff parking • Ranger's and Kifaru shop • Security and Kifaru court • Nairobi Safari Walk 	Maintain free from litters, mud and any undesirable objects	Daily
Gardens and Fences All gardens and fences including; <ul style="list-style-type: none"> • Central flower gardens in all courts • Central water fountain • Ground, isles on all parking yards • Grounds behind and in front of all courts and buildings 	Maintain grasses well trim within 50mm	Weekly
	Maintain hedges trimmed to approved height	Weekly
	Maintain existing flower beds well watered and free from weeds	Weekly
	Provide and maintain potted plants at designated areas	Periodic
Interiors		
Toilets All toilets including toilets in office block and courts, public toilets at Nairobi Safari walk car park and the bus park	Remove from floors dirt, stains and spills	Daily
	Provide approved toilet accessories, toilet paper, soap and paper napkins	All times
	Clean and keep unsoiled toilet bowls,	Daily

	urinal, sinks, walls and mirrors	
	Remove and dispose rubbish from toilets bins	Daily
	Check toilet equipment for functionality	Daily
	Maintain toilet free of odour	All times
	Provide step on sanitation bins	All times
	Mop and maintain dry toilet floors	Always
	Apply polish on floors	Weekly
	Control pests in toilets	Weekly
Surfaces Including floors glasses and windows, mirrors, ceilings terrazzo stair cases, furniture and office equipments	Remove from floors dirt, stains and spills	Daily
	Apply acceptable polish	Weekly
	Dust and dump, wipe office furniture and fittings	Daily
	Maintain all kitchen sinks and floors from stains and blemish	Daily
	Mop and maintain floors dry	Always
	Maintain windows free from dust and stain	Weekly

GROSS TOTAL MAXIMUM MARKS SCORED FOR PART: 100 %

Only firms that score a minimum of 70% at this stage will be considered for financial evaluation

1.10 The prospective contractor is required to inspect all the potential areas that could be covered in this contract and ascertain the measurements and condition if necessary. The candidate should provide in the proposal, a brief description of the level of standards they are able to offer and maintain under each category of service at all times.

PRICE SCHEDULE

	Item	Description of works	Area	Rate per unit (kshs)	Amount (kshs)
1.	Buildings- Exteriors	Provide cleaning and maintenance services to exteriors walls and surfaces of: <ul style="list-style-type: none"> • Three courts housing the Head offices – <ul style="list-style-type: none"> -Chui, -Ndovu, -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing 			
2.	Buildings- interiors	Provide cleaning and maintenance services to floors, furniture, interior walls and other surfaces of: <ul style="list-style-type: none"> • Three courts housing the Head offices – <ul style="list-style-type: none"> -Chui, -Ndovu, 			

	Item	Description of works	Area	Rate per unit (kshs)	Amount (kshs)
		<ul style="list-style-type: none"> -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing • Central Workshop 			
3.	Parking Lots	Bus Park			
	<i>Provide cleaning service as described in paragraph 4</i>	Visitors Parking Lots in front of Reception			
		KWS Staff Parking Lots in front of Reception			
		Ranger’s Restaurant and Kifaru Shop Parking			
		Security and Kifaru Court parking lot			
		Nairobi Safari Walk Parking Lot			
		Airwing and Central Workshop			
4.	Gardens and Fences	Central Flower Gardens in Chui, Ndovu and Simba Courts			
	<i>Provide gardening service as described in paragraph 4</i>	Central Water fountain at Ndovu Court			
		Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots			

	Item	Description of works	Area	Rate per unit (kshs)	Amount (kshs)
		Grounds on both sides of Bus Park			
		Grounds behind Ndovu Court			
		Grounds behind and in front KTF prefab buildings			
		Grounds behind in front of prefab Combo store buildings			
5.	Toilets <i>Provide sanitation and cleaning services as described in paragraph 4 above</i>	Toilets facilities in Office blocks and courts (<i>specify number of male and female toilets</i>)			
		Public Toilets at Bus Park			
		Public Toilets at Nairobi Safari walk Car Park			
6.	Other Surfaces	Floors – Mazera Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide			
		Glasses and windows			
		Mirrors			
		Ceilings			
		Terrazzo Staircases			
		Office and Toilet Walls			
		Furniture and office equipment			
		Pavements			
		Walkways			
		Tarmac drive ways			
7.		Total			

	Item	Description of works	Area	Rate per unit (kshs)	Amount (kshs)
8.		Add 16% Vat			
9.		Grand total			

1.11 BILL OF MATERIALS

The Tenderer is required to provide a bill of materials for the contracted services - listing consumables, their quantities, and costs on monthly and annual basis.

	Quantity	Cost per Unit -KES	Total per Month -KES	Total per Annum - KES
Paper towels	5000 pieces			
Floor Polish	200 litres			
Toilet paper	200 bales			
Air fresheners	60 pieces			
Toilet balls	60 pkts			
Window cleaners	40 pieces			
Detergents	200 litres			
Insecticide	10 litres			
Vermicides	10 litres			
Step-on dust bins	38 pieces			
Toilet soaps	20 litres			
Sanitary bins in all Ladies Toilets and to be collected	Once a month			
Dustbins	Skip			
Dusters	100 pieces			
List of relevant tools and equipment	Various			
Brooms	60 pieces			
Window cleaners	40 pieces			
Toilet brushes	70 pieces			
Mops	30 pieces			
Compost Manure twice a year	7 tons			

Garbage Collection	3 times per week			
Grease Stripper etc	60 litres			
General Labourers (50) (Wages) as per wage guidelines	343,280/= pm			
Add 16% Vat				
Grand total				

1.12 Other costs that should be considered in your proposal, Kindly itemize

Item Description	Quantity	Cost per Unit -KES	Total per Month -KES	Total per Annum - KES
Total				
Add 16% Vat				
Grand total				

1.0 Total bid price

KES _____ per month for a total of KES -----

Per year.

N/B: The bidders are expected to clearly indicate the **monthly** and **year** rates that take into consideration **ALL** their cost (NET) as provided.

2.0 CONSIDERATION & MODE OF PAYMENT

7.1 In consideration for the services provided by the contracted firm, Kenya Wildlife Service Shall pay to the contractor the total sum of Kenya Shillings (*In Words*)

.....
.....

Kshs (in figures).....

referred to as the contract price, Per annum payable monthly in equal instalments.

DURATION OF THE CONTRACT

The Contract shall commence immediately upon signing by both parties.

The contractor shall be on probation for a period of (six) 6 months within which a committee appointed by the Kenya Wildlife Service will review the performance of the contractor and make the appropriate recommendations. Subject to the aforementioned, the contract shall run for a period of 3years. KWS will have the right to terminate the contract if the performance of the contractor is not satisfactory

4.0 JOINT VENTURES

In case this tender is submitted jointly with other partners, attach:-

- the power of attorney of the signatories of the tender authorising signature of the tender on behalf of the Joint Venture
- agreement among all partners of the joint venture (which is legally binding on all partners), which shows that:
 - a) All Partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms.
 - b) One of the partners will be nominated as being in charge authorised to incur liabilities and receive instruction for and on behalf of all or any of the partners
 - c) The execution of the entire contract, including payment, shall be done exclusively with the partner in charge

SECTION VII- STANDARD FORMS

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 *[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 _____

TENDER SECURITY FORM

Whereas.....(name of the Tenderer) (hereinafter called “ the Tenderer) has submitted its tender dated(date of submission of tender) for Provision Of Sanitation And Office Cleaning And Grounds Maintenance Services At KWS Headquarters Complex- Nairobi (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that; Weof..... having our registered office at (Hereinafter called “the Bank”), are bound unto **Kenya Wildlife Service** in the sum of **Kshs. 100,000/=** for which payment well and truly to be made to the said **Kenya Wildlife Service**, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2011

THE CONDITIONS of this obligation are:

- 1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Forms; or
- 2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - a) Fails or refuses to execute the Contract Form, if required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers’

We undertake to pay to Kenya Wildlife Service up to the above amount upon receipts of its first written demand, without Kenya Wildlife Service having substantiate its demand, provided that in its demand Kenya Wildlife Service will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Bank seal and authorized signature: _____

PERFORMANCE SECURITY FORM

To: **Director**
Kenya Wildlife Service
P. O. Box 40241 00100
NAIROBI

WHEREAS(*name of Tenderer*) (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. KWS/OT/ADM/87/2011-2013 dated _____20_____ to Provide Sanitation, Office Cleaning and Grounds Maintenance Services at KWS Headquarters Complex- Nairobi **as specified in the tender document.**

AND WHEREAS it has been stipulated by KWS 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 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 10% of contract sum (*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 and argument, and sum or sums within the limits of 10% contract sum. (*amount of guarantee*) as aforesaid, without your needing to prove or to show grounds of reasons for your demand or 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 _____

INITIAL QUESTIONNAIRE

TENDER NO KWS/OT/ADM/87/2011-2013

SELECTION OF A SUITABLE CONTRACTOR FOR AWARD OF CONTRACT FOR PROVISION OF SANITATION AND OFFICE CLEANING AND GROUNDS MAINTENANCE SERVICES AT KWS HEADQUARTERS COMPLEX- NAIROBI

WARNING: It is necessary that potential contractors deal with this part of the questionnaires separately, completely and thoroughly. KWS seeks solid proposals of substance with references and evidence of competence in provision of cleaning services to an office complex of a magnitude similar to KWS Headquarters offices. We need creditability, a track record, references and capacity to perform to internationally accepted standards

PART I (INITIAL QUESTIONNAIRE)

As provided for in section 1: Invitation to tender, the initial questionnaire should be submitted in separate envelopes clearly marked **Initial questionnaire**

It is advisable that responses to the questions be short and carefully thought out, to provide sufficient information to enable the KWS Evaluation Committee consider your proposal fairly and unambiguously. All responses to this questionnaire will need to be typed and the question numbering should correspond with that set out in the questionnaire. Please attach the Curriculum Vitae of equity holders of your company along with the answers to these questionnaires.

Kenya Wildlife Service shall verify the information provided and candidates should note that submission of false information would lead to disqualification.

A) MANADATORY REQUIREMENTS

You must attach copies of your

1. Business Registration Certificate,
2. Current Business License,
3. VAT certificate,
4. Valid Tax compliance certificate
5. Recent 3 years Audited Accounts or copies of the bank statements for the last 12 months

N/B: MUST BE ATTACHED TO THE INITIAL QUESTIONNAIRE DOCUMENTS)

1 Company Details

NAME OF COMPANY / FIRM _____

Full Postal Address to which tender correspondences can be sent

_____ TOWN _____

TELEPHONE _____ FAX _____

E-MAIL (where applicable) _____

WEBSITE (where applicable) _____

PHYSICAL

LOCATION/ADDRESS

Name of the Tenderer's representative to be contacted on matters of this tender during the tender period

2.0 Company Structure

2.1 Legal status of your business...

Limited Liability Company Sole proprietorship Partnership

GENERAL

A. SOLE PROPRIETOR

Your Name in Full ----- Age. -----

Nationality _____ Country Of Origin _____

Citizenship Details _____

B. PARTNERSHIP

Give Details of Partners as Follows:

Name in full	Nationality	Citizenship	Shares
--------------	-------------	-------------	--------

1. -----
2. -----
3. -----

C. COMPANY REGISTRATION

Public Private

State your company's :

Nominal Capital In Kshs _____

Issued Capital In Kshs _____

Give Details of your company's :

Name in full	Nationality	Citizenship	Shares
1. -----	-----	-----	-----
2. -----	-----	-----	-----
3. -----	-----	-----	-----

2.2 Is the company locally or foreign owned?

Local Foreign Both

2.3 Date of registration of your Organisation _____

(Attach certified copies of the organisation's certificate of business registration, Trade Licences, VAT certificates and PIN number)

2.4 Give brief summary of your organisation's historical background

_____ *(Use additional sheets if necessary)*

2.5. To be eligible for public procurement you must demonstrate that you are compliant with the taxation and social security laws. Attach documentary evidence by certificates from KRA, NSSF and NHIF for the last 4 years (2002-2006).

3.0 Financial Details

3.1 Name and full address of the company's Bankers

Names	Full Address
_____	_____

-
-
- 3.2 Indicate the Maximum value of business, which you can handle at any one time.
- 3.3 Profit & Loss and, Balance Sheet for the operation or your company in providing similar services the last 3 years (*Attach copies of these audited accounts*)
- 3.4 Provide evidence of access to financial resources to execute the contract e.g., Cash in hand, cash equivalents, lines of credit etc to the tune of not less than Kshs 3,000,000

4.0 Experience in providing cleaning and Sanitation service

- 4.1 Give a summary of any previous facilities you have provided similar services to:
- Location of the facility
 - Period of operation
 - Brief detail of services provided
 - Contract value/prices

Enclose documentary evidence by letter from the client.

5.0 Declaration

I _____ (State name)

on behalf of _____ (State Company)

as _____ (State Position)

hereby confirm that the pre-qualification information provided is correct.

Signature _____ Date _____

(Affix Company Stamp)

TOTAL SCORES FOR INITIAL QUESTIONNAIRE: 100%