

KENYA WILDLIFE SERVICE

P.O BOX 40241

NAIROBI

TENDER NO.KWS/OT/ADM/14/2019-2021

PROVISION OF CLEANING, SANITATION AND GROUND
MAINTENANCE SERVICES
AT KWS HEADQUARTERS COMPLEX- NAIROBI

CLOSING DATE &TIME:

7th February 2019 AT 12 NOON

KENYA WILDLIFE SERVICE

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SECTION I – INVITATION TO TENDER

Date: **7th February 2019**

Tender No: **KWS/OT/ADM/14/2019-2021**

Tender Name: **PROVISION FOR CLEANING, SANITATION AND GROUND MAINTENANCE SERVICES AT KWS HEADQUARTERS COMPLEX- NAIROBI**

Kenya Wildlife Service invites sealed tenders from eligible candidates for the provision of Cleaning, Sanitation and Ground Maintenance Services at KWS Headquarters Complex for a two (2) years contract. This tender is reserved for youth, women and people with disability.

Tender documents containing detailed specifications can be downloaded for free at our website; kws@kws.go.ke. Communication in regard to the tender must be in writing through email address: hps@kws.go.ke. All clarifications and/or amendments will be published in KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date

Candidates must prove that they qualify to participate in public procurement in accordance to regulations 13 of the legal Notice by providing the following documents or evidence:

- (i) Certificate of business registration/Incorporation, copy of certificate to be attached
- (ii) Valid Tax compliance Certificates from Kenya Revenue Authority (KRA) copy must be attached
- (iii) Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities.
- (iv) A certified copy of CR12 for limited companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership must be attached
- (v) A declaration that the bidder will not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in procurement proceeding
- (vi) Certified copy of valid business permit from respective county
- (vii) Duly, filled, signed and stamped Confidential Business Questionnaire.
- (viii) Current Registration certificate for Disadvantaged group (AGPO)
- (ix) Duly Signed Second Schedule – Tender Securing Declaration
- (x) The tender document must be sequentially paginated, including all attachments.

There **Shall** be a **COMPULSORY** pre-bid meeting on **30th January 2019** starting at 10.30am at the Vet boardroom.

Prices quoted should be net inclusive of all taxes and delivery. The prices must be expressed in Kenya Shillings and shall remain valid for (90) ninety days from the closing date of the tender.

Any clarifications or amendments to the tender will be published in the KWS Website. Tenderers are responsible to check for any amendments before the tender opening.

Complete Tender documents in plain sealed envelopes clearly marked with the tender name and tender reference number should be addressed to **The Director General, Kenya Wildlife Service P.O. Box 40241 Nairobi** and deposited in the tender box at the entrance of Main Reception (KWS Headquarters) not later than **12.00 Noon on 7th February 2019.**

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room. All bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed.

KWS is a corrupt free organization.

SECTION II: INSTRUCTIONS TO TENDERERS

1 Eligible tenderers

1.1. This Invitation to tender is open to firms registered under the youth, women and persons with disability category, 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.

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.

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.

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

2. Cost of tendering

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.

The Tender Document

3. Contents

3.1 The tender document comprises 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) Performance Security Form
- x) Declaration Form
- xi) Initial Questionnaire

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.

4 Clarification of Documents

4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing by post, 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"

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

5 Amendment of documents

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.

5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment through KWS website or email and such amendment will be binding on them.

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.

6 Language of tender

- 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.

7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause
- (d) Confidential business questionnaire

8 Form of Tender

- 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.

9 Tender Prices

- 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.
- 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:
- 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 22.

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

10 Tender Currencies

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

11 Tenderers Eligibility and Qualifications.

- 11.1 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.

- 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.

12 Tender Security

- 12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 12.2 The tender security is required to protect KWS against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 13.7
- 12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or an insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
- 12.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by KWS as non-responsive, pursuant to paragraph 22.
- 12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KWS.
- 12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 29.

12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KWS on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30

Or

- (ii) To furnish performance security in accordance with paragraph 29.

13 Validity of Tenders

13.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by KWS, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by KWS as non-responsive.

13.2 In exceptional circumstances, KWS 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 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.

14 Format and Signing of Tender

14.1 Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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.

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.

15 Sealing and Marking of Tenders

15.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE”**

15.2 The inner and outer envelopes shall:

a) Be addressed to KWS at the following address:

**The Director General,
Kenya Wildlife Service,
P.O BOX 40241,
Nairobi.**

(b) Bear, **KWS/OT/ADM/14/2019-2021**, the Invitation for tenders (IFT), and the words: **“DO NOT OPEN BEFORE 7th January at 12.00 NOON,”**

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”. —

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

16 Deadline for Submission of Tenders

16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 15.2 no later than **7th January 2019** at 12 Noon.

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 13, 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.

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.

17 Modification and withdrawal of tenders

- 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.
- 17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 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.
- 17.3 No tender may be modified after the deadline for submission of tenders.
- 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 12.7.
- 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.
- 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.

18 Opening of Tenders

- 18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time, day, and date of closing and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 18.2 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.
- 18.3 The KWS procurement office will prepare minutes of the tender opening.

19 Clarification of tenders

- 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.
- 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.

20 Preliminary Examination and Responsiveness

- 20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 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.
- 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.
- 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.
- 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.

21 Evaluation and comparison of tenders.

21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20

21.2 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.

21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

21.4 Pursuant to paragraph 22.3 the Quality Cost Based Selection method (QCBS) methods will be applied;

a) Completeness of Documents

b) Financial capability of the Company to provide the required services

c) Experience to provide similar services and Evidence of similar ongoing work

d) Qualification and technical expertise of key personnel to administer and execute the contract.

e) Operational Plan and work schedules; Manpower Strength

f) Equipment

g) Means of Transport for Staff

21.5 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 have been debarred from participating in public procurement.

21 Conversion to a Single Currency

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.

22 Contacting the procuring entity

22.1 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.

22.2 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.

23 Award of Contract

a) Post qualification

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

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.

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.

25 Award Criteria

25.1 Subject to paragraph 22.4 the Procuring entity will award the contract to the successful tenderer under Quality Cost Based Selection method (QCBS), provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

25.2 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.

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

26 Notification of award

- 26.1 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.
- 26.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

27 Signing of Contract

- 27.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 27.2 Within Fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 27.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

28 Performance Security

- 28.1 Within Fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in

another form acceptable to the Procuring entity.

- 28.2 Failure of the successful tenderer to comply with the requirement of paragraph 27 or paragraph 28 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.

29 Corrupt or Fraudulent Practices

- 29.1 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.
- 29.2 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;
- 29.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1.	Eligible Tenderers	The tender shall only be open to firms registered under the AGPO (Youth, Women and Persons with Disability)
2.	Clarifications & Amendments to Tender	KWS will publish the tender addendums on its website for all open tenders
3.	Documentary evidence of financial capability	Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities
4.	Documents of evidence for eligibility	<ul style="list-style-type: none"> •Copy of Certificate of business registration/Incorporation, •Copy of a valid Tax compliance certificate •A completely filled, signed and stamped Confidential Business Questionnaire in the format provided with relevant documentation. •Certificate of business registration/Incorporation, copy of certificate to be attached •Valid Tax compliance Certificates from Kenya Revenue Authority (KRA) copy must be attached •Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities. •A certified copy of CR12 for limited companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership must be attached •A declaration that the bidder will not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from

		<p>participating in procurement proceeding</p> <ul style="list-style-type: none"> • Certified copy of valid business permit from respective county • Duly, filled, signed and stamped Confidential Business Questionnaire. • Current Registration certificate for Disadvantaged group (AGPO) • Duly Signed Second Schedule – Tender Securing Declaration • The tender document must be sequentially paginated, including all attachments. <ul style="list-style-type: none"> • Financial capability of the Company • Experience to provide similar services and Evidence of similar ongoing work • Qualification and technical expertise of key personnel to administer and execute the contract. • Operational Plan and work schedules; • Manpower Strength • Equipment • Means of Transport for Staff
5.	Award of Contract	<p><i>Award shall be to the lowest evaluated bidder per LOT basis</i></p>

SECTION III GENERAL CONDITIONS OF CONTRACT

1 Definitions

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

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

2 Application

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

3 Standards

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

4 Patent Right's

4.1The 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.

5 Performance Security

- 5.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KWS the performance security in the amount specified in Special Conditions of Contract.
- 5.2 The proceeds of the performance security shall be payable to KWS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KWS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya, acceptable to KWS, in the form provided in the tender documents.
- 5.4 The performance security will be discharged by KWS and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

6 Inspections and Tests

- 6.1 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.
- 6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 6.3 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.
- 6.4 Nothing in paragraph 6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

7 Payment

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

8 Prices

- 8.1 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.

9 Assignment

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

10 Termination for Default

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

- a) If the tenderer fails to 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.

- 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

11 Termination of insolvency

- 11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or

otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

12 Termination for convenience

12.1 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.

12.2 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.

13 Resolution of disputes

13.1 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.

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.

14 Governing language

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.

15 Force Majeure

15.1 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.

16 Applicable law.

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

17 Notices

- 17.1 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
- 17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
Method of payment	Payments to the contractor shall be made on equal monthly installments during the contract period
Price Variation	No price variation will be allowed during the period of the contract.
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
Applicable law	The applicable law shall be the laws of Kenya governing contracts
Contract Award	The award of the contract shall be per LOT basis

1.2 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.

1.3 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.

1.4 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: SCHEDULE OF REQUIREMENTS AND DESCRIPTION OF SERVICES (PROSPECTUS)

1 INTRODUCTION

Kenya Wildlife Service (KWS) seeks to engage the services of private contractors specialized in the provision of **Office cleaning** and **Sanitation**, and **Environmental management** (gardening and garbage collection and disposal) at its Headquarters complex at Langata in Nairobi

Bids are invited from eligible bidders in the sanitation and cleaning service providers for a two year contract renewable **every year** for provision of cleaning services on terms specified in this tender document. The award of contract shall be made to the successful bidder per **LOT** basis

2. KWS HEADQUARTERS COMPLEX- LANGATA

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 of the Langata Road, 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.

2.1 Buildings

Buildings in the complex include;

- Three courts – Chui, Ndovu and Simba courts.
- 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)
- Main Bus Park Toilet Block
- One Public Toilet Block near Sebastian cafe
- Main Entrance Gate
- Vet offices and 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.

- Nairobi Safari walk (offices, ablutions, pathways and grounds) excluding cages
- Nairobi orphanage (offices, ablutions, pathways and grounds) excluding cages

2.2 Parking Yards

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

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

2.3 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
4. Grounds on both sides of Bus Park
5. Grounds behind Ndovu Court
6. Grounds behind and in front of KTF prefab buildings
7. Grounds behind and in front of prefab Combo store buildings.
Airwing and Central Workshop

2.4 Toilets

All Toilets facilities in Office blocks and courts

1. Public Toilets at Bus Park
2. Public Toilets at Nairobi Safari walk Car Park
3. Toilet facilities at Airwing
4. Cental workshop
5. Guards sentry toilet.
6. Nairobi Orphanage
7. Nairobi Safari Walk

2.5 Surfaces

Description

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

3. OBJECTIVE OF THE ASSIGNMENT AND SCOPE OF WORKS

3.1 The contractor will undertake to provide **Office cleaning and sanitation services** or **Environmental Management** (ground maintenance, gardening, grounds pest control, fumigation, garbage collection and disposal) to a standard and level of KWS corporate image in the areas including but not limited to those specified above.

- 3.2** 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.
- 3.3** The Successful contractor for the cleaning services shall provide Sanitation Services, fumigation, cleaning in the areas specified while the successful contractor for Environmental Management (ground maintenance and gardening) shall provide 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.
- 3.4** 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.
- 3.5** 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. PROVISION OF GROUND MAINTAINANCE AT KWS HEADQUARTERS –NAIROBI – LOT A

Without limiting the generality of Paragraph 3 (3.1), the successful contractor shall provide the following exterior services;

- Provide potted flowers at designated areas in the courts and maintain potted plants well watered and healthy in attractive and presentable pots at all times.
- Control Pests and vermin, weeds in the buildings, gardens, toilets, grounds within the complex on monthly basis.
- Maintain drainages, water pipes, and drains in the aforesaid complex in proper working condition at all times.
- Check the working conditions of drain pipes, main sanitary apparatus, water pipes and drains and make reports to the KWS Head of Administration regarding any faults on a daily basis for rectification
- Remove and dispose off rubbish Kws bins and staff camps within Hqs.
- Maintain all grasses well watered, trim within 2'' (50mm) at all times.

- 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.
- Maintain the existing flowerbeds and those to be extended well watered and free of weeds throughout the year.
- Control all pests on building using acceptable agents within the provisions of paragraph 3 (3.4)
- Maintain Parking lots, walkways, driveways pavement and areas within the courts free of dirt, litter, mud and any other undesirable objects at all times.
- Remove from and maintain all walls free from cobwebs and any undesirable blemishes
- Empty rubbish bins and cart away rubbish to acceptable disposal areas and ensure that garbage collection is carried out atleast three times per week.
- The compound, grounds should be kept clean by sweeping whenever possible.
- The Lawns must be mowed and Flower beds should be weeded when necessary

The services to be rendered will also include fumigation and garbage collection outside the KWS Headquarters/buildings.

The Contractor will be expected to provide clean uniform to his employees and all other necessary machinery, tools and materials for use in providing the services

5. PROVISION OF CLEANING AND SANITATION AT KWS HEADQUARTERS – NAIROBI - LOT B

Without limiting the generality of Paragraph 3 (3.1), the successful contractor shall provide the following interior services;

- Remove from all office floor surfaces dirt, stains spills or foreign objects and ensure that the floors are maintained free from any blemish on daily basis.
- Apply on weekly basis an acceptable polish to all Mazeras Stone, red oxide, wood and PVC floors and terrazzo staircases.
- Wipe, dust and/or clean with wet cloth all the wooden pillars, workstations, computer surfaces, shelves and furniture and fittings within the offices
- All Telephone headsets should be wiped and regularly cleaned and disinfected.
- Computers, printers, photocopiers and typewriters should be dusted daily and should be free from dust and fluff
- 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.

- Clean and keep unsoiled toilet bowls, urinals, sinks, walls and mirrors within the toilets at all times.
- Remove and dispose off rubbish from toilet bins and staff camps within Hqs.
- Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drains and make reports to the KWS Head of Administration regarding any faults on a daily basis for rectification
- Ensure that all toilets are maintained free from unpleasant odours and kept sparkling clean at all times.
- Ensure adequate supply of liquid soap in the soap dispensers and liquid hand washing soap for areas without soap dispensers. Any faulty soap dispensers and/or hand dryers should be reported immediately
- Provide step- on sanitation bins in ladies toilets to be changed and replaced at least twice a week.
- Mop and maintain toilet floors dry at all times
- Provide dustbins (Step-on) in the toilets to be emptied regularly.
- Provide toilet accessories including high quality toilet paper (White), hand washing soap, disinfectant, air freshener and maintain hand driers in working condition
- Supply moth balls and sanitary blocks to the toilets. Toilet balls supplied by the contractor should always be correctly placed
- Control pests in offices, office toilets, public toilets, stores and all buildings within the Hqs by fumigating the buildings once every month using approved agents and whenever the need arises
- Collect and dispose all rubbish, dirt, waste materials or refuse from the building and offices to designated disposal areas
- Using acceptable detergents and cleaning agents, maintain windows and window panes clean and free from stain and cobwebs on weekly basis.
- Dust and wipe all balustrades
- All cleaning especially of toilets should be carried out before 8am and offices before 9am. Other cleaning will be regular and continuous.
- 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 odours;
- Ensure that all polished or smooth surfaces retain their shining gloss;
- Thoroughly scrub and polish floors once a week and whenever the need arises
- Door mats & mud scrappers must be free from mud and dust and should be swept
atleast twice a day

The services to be rendered will also include fumigation and garbage collection inside the KWS Headquarters/buildings.

The Contractor will be expected to provide clean uniform to his employees and all other necessary machinery, tools and materials for use in providing the services

6. Inspection / Evaluation

- The Successful contractors 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
- The 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.
- 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.

7. Consumable Materials

The Successful contractor for either of the LOTS will be required to provide the following and any other suggested consumables for use in providing contracted services;

LOT A

- a) Insectide
- b) Vermicid
- c) Signages
- d) Dustbins
- e) Gardening Equipments
- f) Brooms
- g) Pesticides
- h) Rakes and any other consumables that may be deemed necessary

LOT B

- a) Paper towels
- b) Floor Polish
- c) Toilet paper
- d) Air fresheners
- e) Toilet balls

- f) Detergents
- g) Insecticide
- h) Vermicides
- i) Sanitary bins
- j) Toilet soaps
- k) Window Cleaners
- l) Toilet Brushes
- m) Toilet bowl brushes and any other consumables that may be deemed necessary

8. Equipment

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

9. 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.

10. 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.

11. 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.

12. DETERMINATION OF RATES FOR PROVISION OF GROUND MAINTAINANCE 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 for gardening/grounds services in the proposed areas as here under:

	Item	Description of works
1.	Buildings- Exteriors	<p>Provide Ground 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 • Nairobi Park Offices • Orphanage and Nairobi Safari offices
2.	Parking Lots	Bus Park
	<i>All parking lots.</i>	Visitors Parking Lots in front of Reception
	<i>Provide ground maintainance services</i>	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
3.	Gardens and Fences	Central Flower Gardens in Chui, Ndovu and Simba Courts
	<i>Provide gardening service</i>	Central Water fountain at Ndovu Court
		Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots
		Safari walk boardwalk and ground
		Orphanage grounds
		Grounds on both sides of Bus Park
		Grounds behind Ndovu Court
		Grounds behind and in front KTF prefab buildings

	Item	Description of works
		Grounds behind and in front of prefab Combo store buildings, Airwing and Central Workshop
		Grounds located at the generator room, water pump and staff quarters around the KWS mess and around the dumping area
4.	Other Surfaces	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.

13. DETERMINATION OF RATES FOR PROVISION OF SANITATION AND 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 and sanitation 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 – <ul style="list-style-type: none"> -Chui, -Ndovu, -Simba courts - Main Reception

	Item	Description of works
		<ul style="list-style-type: none"> • 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, orphanage and safari walk • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate White House
3.	Toilets <i>Provide sanitation and cleaning services</i>	<p>Toilets facilities in Office blocks and courts – 7 private, 13 Gents and 13 Ladies</p> <p>Public Toilets at Bus Park (one Gents and one Ladies)</p> <p>Public Toilets at Nairobi Safari walk Car Park (one Gents and one Ladies)</p> <p>Nairobi orphanage and safari walk toilets</p>
4.	Other Surfaces	<p>Floors – Mazeras Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide</p> <p>Glasses and windows</p> <p>Mirrors</p> <p>Ceilings</p> <p>Terrazzo Staircases</p>

	Item	Description of works
		Office and Toilet Walls
		Furniture and office equipment

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 Signed 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.

[illegible]

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	Completeness of Documents Bidders are expected to present complete documentation including relevant copy of incorporation certification, valid tax compliance certificate, audited accounts and place of registration and physical address Well typed with corresponding numbering of questions and answers	5
1.4	Financial capability of the Company to provide the required services Suitable contractors are expected to demonstrate financial ability to provide services described in the bid document; 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.	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</p>	10

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</p>	10

	<p>fighting, pest control, florists etc.</p> <p>Management structure with clear reporting lines.</p>	
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	<p>Equipment</p> <p>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.</p>	10

14 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;	Maintain grasses well trim within 50mm	Weekly
	Maintain hedges trimmed to	Weekly

<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 •Grounds in safari walk and orphanage 	approved height	
	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, urinal, sinks, walls and mirrors	Daily
	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, mazeras corridors	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
	Thoroughly scrub and polish corridors and toilets once a week and whenever the need arises	Weekly
	Thoroughly scrub and polish floors once a week and whenever the need arises	Monthly

15 PRICE SCHEDULE FOR GROUND MAINTAINANCE: LOT A

	Item	Description of works	Area	Rate per unit (kshs)	Amount (kshs)
1.	Buildings-Exteriors	<p>Provide Ground maintenance services around the areas of:</p> <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, orphanage and safari walk • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing 			
2.	Parking Lots	Bus Park			

	Provide cleaning service as described in paragraph 4	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			
3.	Gardens and Fences Provide gardening service as described in paragraph 4	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	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			
	4.	Other Surfaces	Pavements		
Walkways					
Tarmac drive ways					
Total For LOT A					
Add 16% Vat					
Grand Total For LOT A					

16PRICE SCHEDULE LOT B-CLEANING AND SANITATION SERVICES

	ITEM	Description Of Works	Area	Rate Per Unit	Amount (Ksh)
1.	Toilets <i>Provide sanitation and cleaning services</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			
2.	Buildings-interiors	<p>Provide ground maintenance services to floors, furniture, interior walls and other surfaces of:</p> <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, safari walk and orphanage • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing • Central Workshop 			
3.	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			
Total For LOT B					
Add 16% Vat					
Grand total For LOT B					

17 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	462,000/= pm			
Total				
Add 16% Vat				
Grand total				

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				

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.*

18. CONSIDERATION & MODE OF PAYMENT

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.

19. 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 2years. KWS will have the right to terminate the contract if the performance of the contractor is not satisfactory

20. JOINT VENTURES

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

- the power of attorney of the signatories of the tender authorizing 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 authorized 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 VI - SUMMARY OF EVALUATION CRITERIA

Allocation of marks for provision of sanitation, office cleaning and grounds maintenance services at Kenya Wildlife Service Headquarters Langata/Airwing/Central Workshop shall be allocated as shown below;

	Company Details	Total Score
1.1	<p>Completeness and Submission of the required mandatory documents</p> <p>This will include checking for submission of the following mandatory documentation;</p> <ul style="list-style-type: none"> a)Certificate of business registration/Incorporation, copy of certificate to be attached b)Copy of a valid Tax compliance certificate for the current year c)Copy of AGPO Certificate, copy must be attached d)Copy of a duly Signed Second Schedule – Tender Securing Declaration e)Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities <p>Bidders are expected to present complete documentation including physical address and location of the business.</p>	5
1.2	<p>Experience to provide similar services and Evidence of similar ongoing work</p> <ul style="list-style-type: none"> •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. •Ideal contractors should provide at least 1 similar contracts with references from reputable organizations/clients/institutions-Private, parastatal, NGOs and government ministries performed. Preferable contractors should have undertaken similar contracts 	10
1.3	<p>Qualification and technical expertise of key personnel to administer and execute the contract.</p> <ul style="list-style-type: none"> •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 	10

	<p>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> <ul style="list-style-type: none"> •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. •Additional professional qualifications include: first aid, fire fighting, pest control, florists etc. •Management structure with clear reporting lines. 	
1.4	<p>Operational Plan and work schedules;</p> <ul style="list-style-type: none"> •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. •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. •Waste management – Demonstration of how the service provider will undertake waste collection and disposal in designated allowable areas (Garbage Collection). 	15
1.5	<p>Manpower Strength</p> <ul style="list-style-type: none"> •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). •Ideal firms should have in place a clear organization structure describing work relations and functional relations between its staffs. (Provide an organogram). 	10
1.6	<p>Equipment</p> <ul style="list-style-type: none"> •Successful candidates are expected to provide proof of ownership or hire of adequate and serviceable equipment to undertake the contracted services and physically verified/checked. Cars, mowers etc. 	10

1.7	Financial capability of the Company to provide the required services <ul style="list-style-type: none"> •Suitable contractors are expected to demonstrate financial ability to provide services described in the bid document; •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. 	10
-----	--	----

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

- 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

The Evaluation of duly submitted tenders will be conducted along the following three main stages:

Part I Preliminary stage of evaluation

This will include confirmation for submission of the following mandatory documentation;

- f)Certificate of business registration/Incorporation, copy of certificate to be attached
- g)Copy of a valid Tax compliance certificate for the current year
- h)Copy of AGPO Certificate, copy must be attached
- i)Copy of a duly Signed Second Schedule – Tender Securing Declaration
- j)Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities

Part II Technical Stage;

This will include checking for the following;

a)Experience to provide similar services and Evidence of similar ongoing work

- Successful or desirable contractors are expected to demonstrate adequate experience in providing similar cleaning, sanitation and gardening services to that to be provided to KWS.
- Ideal contractors should provide at least; 3 similar contracts with references from reputable organizations/clients/institutions- Private, parastatal, NGOs and government ministries performed. Preferable contractors should have undertaken similar contracts

b)Qualification and technical expertise of key personnel to administer and execute the contract.

- 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.
- 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. (diploma/ certificate/ or degree)
- Additional professional qualifications include: first aid, fire fighting, pest control, florists etc. Management structure with clear reporting lines.

c)Operational Plan and work schedules;

- 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.
- 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.
- Waste management – Demonstration of how the service provider will undertake waste collection and disposal in designated allowable areas.

d)Manpower Strength

- 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 40 Staff).
- Ideal firms should have in place a clear organization structure describing work relations and functional relations between its staffs.

e)Equipment

- Candidates are expected to provide proof of ownership of adequate and serviceable equipment to undertake the contracted services

and Physically verified/checked.

f)Means of Transport for Staff

- The selected contractor will be expected to provide transport as well as protective clothing for its staff. Ideal contractors should therefore adequately demonstrate ownership of means of transport to ferry their staff and supply equipment and cleaning materials.
- Pick-ups and Lorries for transportation of equipments and materials; vans and buses for transportation of staff.

Part III Financial capability of the Company to provide the required services

Suitable contractors are expected to demonstrate financial ability to provide services described in the bid document;

Contractors are expected to show ability as demonstrated by their total annual business turnover over the past three years; Indicative business turnover – volume from past contracts performed as follows:

- Over Kshs.40,000,001
- Kshs.30,000,001 – 40,000,000
- Kshs.20,000,001 – 30,000,000
- Kshs.10,000,001 – 20,000,000
- Below Kshs.10,000,000

The evaluation parameters shall then be weighted as follows;

	Item	Total Score
	Completeness of documents	Mandato
	Financial Capabilities	15
	Experience in similar contracts	25
	Qualification and technical expertise	15
	Operational plan and work schedule	15
	Manpower strength	10
	Equipment	15
	Transport	5
	TOTAL	100

SECTION VII: TECHNICAL PROPOSAL FORMS

FORM 1: TECHNICAL PROPOSAL SUBMISSION FORM

Date] To: _____ [Name and address of Client]

Ladies/Gentle
men:

We, the undersigned, offer to provide the services for _____
_____ [Title of services] in accordance with
your Request for Proposal dated _____ [Date] and our
Proposal. We are hereby submitting our Proposal, which includes this Technical
Proposal, and a Financial Proposal sealed under a separate envelope.

We understand you are not bound to accept any proposal
that you receive. We remain,

Yours
faithfully,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

FORM 2. FIRM'S REFERENCES

Relevant services carried out in the last five (3) years that best illustrates our capacity to undertake the current assignment

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country, Location:
Professional Staff provided by your firm Entity(profiles):	
Name of Client:	Address: Email: Tel No: Contact Person
Duration of assignment:	
Start Date (Month/Year):	Completion Date :
Approx. Value of Services (Kshs) :	
Name of senior staff (Project Director/Coordinator, Team Leader) Involved and functions performed:	
Narrative description of project:	

Firm's Name: _____

Name and title of signatory; _____

**FORM 3: DESCRIPTION OF THE THEORETICAL/ CONCEPTUAL APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

FORM4. TEAMCOMPOSITIONANDTASKASSIGNMENTS

1. Technical/Managerial Staff

Nam	Positio	Task

2. Support Staff

Nam	Positio	Task

FORM 5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Position in the firm: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Years with Firm: _____ 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].

Educatio
n:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained. Certified copies of degree certificates and testimonials of professional qualification should be provided]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date; _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

FORM 6. Equipment and Transportation vehicles

6.1 Equipment Holding

No	Quantity	Model & Description	Year of manufactur e	Function	Proof ownership (attach receipts or	of

6.2 Means of transportation of staff and materials

No	Model & Description	Year of manufactu re	Carrying Capacity	Proof ownership (Attach logbook copies or lease	of

FORM 7 FINANCIAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for (_____) [Title of services]
in accordance with your Request for Proposal dated (_____) [Date]
and our Proposal. Our attached Financial Proposal is for the sum of
(_____)
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours

faithfully,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

FORM 8 SUMMARY OF ALL COST

Costs Activities	Amount(Kshs)
1.	
2.	
3.	
4.	
5	
Subtotal	<hr/>
Taxes	
Total Amount of Financial Proposal	

FORM 9. BREAKDOWN OF STAFF REMUNERATION BY ACTIVITY

Activity	Names	Input (staff man days/ hrs as	Remunerati on rate	Amount
	MANAGERIAL			
	1.			
	2.			
	Sub Total			
	Support			
	1.			
	2.			
	Sub Total			
	Grand Total			

FORM 11. MATERIALS, CONSUMABLES, TRANSPORT AND OTHER MISCELLANEOUS COSTS

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
2.					
3.					
4.					
	Grand Total				

SECTION VIII -STANDARD TENDER FORMS

Notes on the sample Forms

1. **Form of Tender** -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. **Contract Form** -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance Security Form** -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. **Second schedule declaration form** – this form must be completed by enterprises owned by youth, women or persons with disabilities in place of the tender security and submitted with the tender documents

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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (

..... (insert equipment description) 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 E mail Nature of Business

..... Registration

Certificate No.

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

.....

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

..... Nationality Country of origin

.....

- Citizenship details

underway or committed, including expected completion date.

No	Project Name	Name of client and Contact	Describe Type of work performed	Date of completion	Length of contract	Value of contract
6.						
7.						
8.						
9.						
10.						

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

	Position	Name	Years of Experience with the firm	Qualification	Duties
5.					
6.					
7.					
8.					

1.12 Provide an operational plan showing;

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

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

- c) Manpower strength of Key Personnel proposed for the contract
- d) Organization structure

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

No	Quantity	Model Description & Function	Proof of ownership or Hire (attach receipts)

1.15 Means of transportation of staff to and from work

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

Date Signature of Candidate
.....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

SECOND SCHEDULE TENDER – SECURING DECLARATION FORM

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we-
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) Our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Twenty-eight days after the expiration of our Tender
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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]

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

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

Dated on day of [insert date of signing]

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called "the Procuring entity) of the one part and
[name of tenderer] of [city and country of tenderer] (hereinafter called
"the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has
accepted a tender by the tenderer for the supply of those goods in the sum
of [contract price in words and figures] (hereinafter called "the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer

(b) the Schedule of Requirements

(c) the Technical Specifications

(d) the General Conditions of Contract

(e) the Special Conditions of contract; and

(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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 _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. [reference number of the contract] dated _____ 20 to supply [description of goods] (hereinafter called "the Contract").

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Declaration Form for Non Corrupt Practices & Non-Debarrement

Date:

To:

DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P. O. BOX 40241-00100
NAIROBI

LADIES AND GENTLEMEN

The Tenderer i.e. (full name and complete physical and postal address)
_____ declare the following:

-

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/ We are not 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) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.
- e) That I/ We are not associated with any other Tenderer participating in this tender.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer